



Town Council Regular Meeting
Tuesday, January 14, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/82918442465> (Telephone: 1-719-359-4580; Webinar ID: 829 1844 2465).

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. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - DECEMBER 10, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024 AND SERIES 2025
 - 1. COUNCIL BILL NO. 28, SERIES 2024 - AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 1, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION
- B. RESOLUTIONS, SERIES 2025
 - 1. RESOLUTION NO. 1, SERIES 2025 - A RESOLUTION APPROVING UPDATES TO AND ADOPTING THE REVISED "TOWN 6 OF BRECKENRIDGE TITLE VI PLAN RELATED TO TRANSPORTATION PLANNING, IMPROVEMENTS, AND TRANSPORTATION SERVICES"

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

B. TOWN PROJECT PUBLIC HEARING: DRIVING RANGE NETTING

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. CML ADVISORY BOARD UPDATE

G. SOCIAL EQUITY ADVISORY COMMISSION

H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR JANUARY, FEBRUARY AND MARCH

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of December 10, 2024, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Todd Rankin, Carol Saade and Mayor Kelly Owens. Dick Carleton arrived at 7:01pm.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – November 26, 2024

With no changes or corrections to the meeting minutes of November 26, 2024, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated she would be removing Resolution No. 23, Series 2024 related to the grant. The agenda was approved as amended. Mayor Owens thanked former Town Manager Rick Holman for his time with the Town, and in his most recent role as a Special Projects Manager.

IV) COMMUNICATIONS TO COUNCIL

A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Owens opened Public Comment.

Frank Mason, a Breckenridge resident, stated that he is here to speak about Dark Sky regulations. He spoke specifically about the streetlights in the Highlands neighborhood that are owned by Xcel Energy. He stated he wanted to know why Xcel gets preferential treatment for Dark Sky compliance and why the Town can't help residents in the same way. He also stated he was unhappy with the letter with pictures of his property, which he considers bullying.

With no additional comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Lucy Kay, Director of the Breckenridge Tourism Office, stated that for the Thanksgiving weekend room nights were up 9%, and for the Christmas holiday, room nights are up 4%. She further stated winter season room nights are up 4% overall, but lodging revenue is looking 4% down at this point. Council Member Beckerman asked how length of stay was impacting those numbers and Kay explained they don't have enough information about the impacts yet. She also stated leisure travel may be up in 2025. She stated for the Lighting of Breckenridge the event was successful, and Ullr Shotski is sold out. She stated the parade will start at 4pm and the bonfire will take place 5-7pm. Kay stated there will be media and influencers on site through the BTO and the Ski Resort, and Snow Sculptures will be the same plan as in the past. Kay stated Tourism Day at the Capitol for legislators will be taking place in February.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 27, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER

Mayor Owens read the title into the minutes. Deputy Town Manager Scott Reid stated this ordinance would approve four long-term leases in the BGV Community Center. He further stated staff recommends approval of this ordinance.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 27, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER. Council Member Gerard seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2024

- 1) COUNCIL BILL NO. 28, SERIES 2024 - AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM

Mayor Owens read the title into the minutes. Deputy Town Manager Scott Reid stated this ordinance would approve a long-term lease with SCTC for the Gaymon Cabin. He further stated this lease will revitalize a space that has been vacated and the lease will be 10 years.

Council Member Beckerman asked if the 3-year renewals are a town option and Reid stated yes, they are.

Mayor Owens opened the public hearing.
There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 28, SERIES 2024 - AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM. Council Member Beckerman seconded the motion.

The motion passed 7-0.

- B) RESOLUTIONS, SERIES 2024
1) RESOLUTION NO. 22, SERIES 2024 - A RESOLUTION ADOPTING THE 2024 FINAL SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024
Mayor Owens read the title into the minutes. Tracey Lambert, Senior Accountant, stated this resolution would adopt the final budget appropriation for 2024.

Mayor Owens opened the public hearing.
There were no public comments and the hearing was closed.

Council Member Rankin moved to approve RESOLUTION NO. 22, SERIES 2024 - A RESOLUTION ADOPTING THE 2024 FINAL SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024. Council Member Carleton seconded the motion.

The motion passed 7-0.

- 2) RESOLUTION NO. 23, SERIES 2024 - A RESOLUTION AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT A GRANT REQUEST TO THE COLORADO PARKS AND WILDLIFE DEPARTMENT STATE TRAILS GRANT PROGRAM
This resolution was pulled from the agenda at the start of the meeting.

- C) OTHER

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS
Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Haynes stated there was no report.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
Mayor Owens stated MMC discussed how a move away from gas would need to be made county-wide, and there was interest in a geothermal feasibility study. Town Manager Haynes stated there was interest in forming a county-wide sustainability work group, and we are lucky to have the resources and staff to act on some of the sustainability initiatives.

- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION
No update.

C. BRECKENRIDGE TOURISM OFFICE

Council Member Carleton stated the media coming for Ullr is significant and the BTO discussed projections for year-end financials. He stated they discussed what Breckenridge would look like in 5-10 years for visitation, and they are exploring AI options. He also stated Snow Sculptures will be sponsored by Toyota this year, and the Ski Resort is collaborating well with the Town right now.

D. BRECKENRIDGE HISTORY

No update.

E. BRECKENRIDGE CREATIVE ARTS

Council Member Gerard stated the annual meeting will be held on December 20th, they had many people attend the open market during the Lighting of Breckenridge, and Breck Create is looking at holding only 4 major events this year.

F. CML ADVISORY BOARD UPDATE

No update.

G. SOCIAL EQUITY ADVISORY COMMISSION

No update.

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

No update.

X) OTHER MATTERS

Mayor Owens stated she is grateful she gets to work with wonderful Town staff, and the leadership of Town Manager Haynes. She wished everyone happy holidays.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR DECEMBER AND JANUARY

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:25pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 1/8/25 (for 1/14/25 meeting)
Subject: Ordinance Approving Gaymon Cabin Lease for Summit County Telecommunications Consortium (SCTC) (Second Reading)

Town Council Goals (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Staff requests that Town Council approve the ordinance allowing for the Summit County Telecommunications Consortium (SCTC) to enter into a three-year lease agreement (with two optional three-year renewals) to operate out of the Town-owned Gaymon Cabin, located at 309 North Main Street.

Background

The SCTC provides free public access programming and video production services for an intergovernmental consortium including Summit County Government, the Colorado Mountain College, Summit School District, and the Towns of Breckenridge, Frisco, Silverthorne, and Dillon.

The attached ordinance and lease would provide SCTC with an initial three-year lease (with two optional additional three-year renewals, totaling nine years) and production/office space at 309 North Main Street, also known as the “Gaymon Cabin”.

This lease agreement and the move to the Gaymon Cabin was due to the deconstruction/demolition of the Schoonover Building from which SCTC had operated for many years. The Gaymon Cabin has been vacant since Breck History moved its offices to the Alice Milne House in 2023.

Approving this agenda item would fulfill a Town organizational need to creatively utilize an existing historical structure on Main Street while supporting an important community-based amenity (SCTC) that serves as an informational conduit for residents and guests. Approval of this lease would also ensure that a currently vacant building will be reoccupied and revitalized in support of the Town’s hometown feel and authentic character.

Public outreach/engagement

No public outreach has occurred beyond the standard public noticing requirements for legislative items being considered by Town Council.

Financial Implications

The proposed lease rate of \$1,000 per month will be paid to the Town by the SCTC. This additional revenue will help offset the maintenance costs of the historic Gaymon Cabin. SCTC will be responsible for all utilities.

1

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

Equity Lens

The SCTC provides free public access cable network programming and video production services to local community members and visitors alike. It also provides educational and career development opportunities for local school district students and Colorado Mountain College enrollees interested in video production.

Approving this lease will ensure that SCTC will continue to have office and production space for its community-based educational video production.

Staff Recommendation

Staff recommend that Town Council approve this ordinance on second reading, thereby allowing the SCTC to continue operating in a downtown Breckenridge location.

1 COUNCIL BILL NO. __
2

3 Series 2025
4

5 **AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO**
6 **SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM.**
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8 WHEREAS, the Town owns the real property commonly known as the Gaymon Cabin
9 (“Property”) located at 309 North Main Street, Breckenridge, Colorado; and

10 WHEREAS, the Town desires to lease the Property to the Summit County
11 Telecommunications Consortium (“SCTC”) for office uses related to SCTC’s mission of
12 providing governmental and educational television channel programming to the Summit County
13 community; and

14 WHEREAS, the Town and SCTC desire to enter into a three-year lease for the Property,
15 with up to two extensions of three years each (“Lease”), in order to provide consistency and
16 certainty for both the Town and SCTC’s operations; and

17 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any lease of
18 Town-owned real property the term of which is longer than one year must be approved and
19 authorized by ordinance;

20 WHEREAS, the renewal of the Lease will be automatic unless one of the parties provides
21 written notice to the other that the party does not want to renew the Lease; and

22 WHEREAS, to the extent any additional action by the Town is needed to fulfill the terms of
23 the Lease or otherwise effectuate the intent of the Lease, the Town Manager is authorized to take
24 such action.

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

27 Section 1. Town Council hereby approves the Lease between the Town of
28 Breckenridge and SCTC, a copy of which is attached hereto as **Exhibit A**.

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

31 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
32 PUBLISHED IN FULL this 10th day of December 2024. A Public Hearing shall be held at the
33 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
34 _____, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building
35 of the Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Gaymon Cabin Non-Residential Lease

THIS LEASE ("Lease") is made and entered into effective as of the ____ day of January 2025 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Landlord") and SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM, a Colorado entity formed by IGA ("Tenant").

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

Lot 5, a Replat of Lots 5 and 6, Snider Addition to the Town of Breckenridge, County of Summit and State of Colorado; commonly known as 309 North Main Street, Breckenridge, Colorado

(the "Premises")

upon the following terms and conditions:

1. **Term.** Subject to earlier termination as hereafter provided, the initial term of this Lease shall be for a period of three (3) years, commencing November 1, 2024 and terminating October 31st, 2027. As used in this Lease, the word "term" shall mean both the Initial Term and any Renewal Periods (as hereafter defined).
2. **Automatic Renewal; Termination.** Unless either party provides written notice to the other not less than 90 days prior to the end of the Initial Term that such party does not wish to renew the Lease, in which event this Lease shall terminate upon the expiration of the Initial Term, at the time of expiration of the Initial Term this Lease can automatically be renewed for up to two (2) consecutive renewal periods of three (3) years each (each such three (3) year additional term is referred to as a "Renewal Period"). During a Renewal Period, either party, without cause, may elect not to extend this Lease for another Renewal Period by giving notice of non-renewal to the other party not less than 90 days prior to the end of the then-current Renewal Period, in which event this Lease shall terminate upon the expiration of the then-current Renewal Period. A new lease agreement for the Renewal Period(s) shall not be necessary, and all of the covenants, conditions and other terms of this Lease shall remain in full force and effect and shall be the governing agreement between the parties for any Renewal Period(s).
3. **Rent.** The monthly rent to be paid by the Tenant for the term of this Lease shall be ONE THOUSAND DOLLARS (\$1,000.00) PER MONTH, payable by the 5th of each month. Landlord shall provide Tenant with written notice of such rent change at least 90 days prior to the increase in rent becoming effective.
4. **Use Of Premises.** The Premises may be used by the Tenant for office purposes consistent with its mission to provide public telecommunications products and services, and for no other purpose without Landlord's prior written consent, which consent may be withheld or conditionally approved in Landlord's sole and absolute discretion. The Premises shall not be used for storage in excess of the capacity of the existing cabinets and closet and shelf space. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance. No outside storage is allowed.
5. **Taxes.** Tenant shall be responsible for payment of any applicable real or personal property taxes.
6. **Utilities and Services.** Tenant shall initiate, contract for, and obtain, in its name, all utility services required in connection with its use of the Premises, including, but not limited to, water, gas, electricity, telephone, internet, and trash removal, and Tenant shall pay all charges for such services as they become due.

7. **Assignment And Lease.** Tenant shall not sublet the Premises or any part thereof, or assign this Lease, or any part hereof, without the prior written consent of the Landlord, which consent may be withheld or conditionally approved in Landlord's sole and absolute discretion.

8. **Maintenance.** Landlord shall be responsible for maintenance of the foundation, exterior walls, roof, interior structural walls, all other structural components, plumbing system and features serving the Premises, and mechanical, electrical, and heating/ventilation systems. During the term of this Lease, Tenant, at Tenant's sole expense, shall be responsible for maintenance of the remainder of the Premises not required to be maintained by Landlord. Tenant shall keep the Premises in a neat and clean condition. Landlord shall have the ability to periodically inspect to either approve or disapprove of the interior cleanliness. If Landlord determines the interior cleanliness to be substandard, Landlord shall have the ability to contract for cleaning at Tenant's expense. Any building related issues or problems should be reported to the Town of Breckenridge Facilities Division immediately. For emergencies, call the Facilities Division at (970)547-3131 ext. 1555.

9. **Snow Removal And Snow Plowing.** Tenant will be responsible for snow removal of the entry and walkway areas. Snowplowing of the parking area is currently provided by a third party. In the event the third party ceases to provide snow plowing services, Landlord and Tenant will work expeditiously to find an alternative solution. Landlord will ultimately be responsible for ensuring the parking area is plowed.

10. **Improvements.** Tenant shall not make any improvements to or changes of the Premises, or any portion thereof, without the prior written approval of the Landlord. Such approval may be withheld or conditionally approved by Landlord, acting in its capacity as owner of the Premises (and not in its governmental capacity) in Landlord's sole and absolute discretion. Approved changes to the condition of the Premises as delivered by Landlord shall be at Tenant's sole cost and expense, and, unless otherwise agreed upon by Landlord and Tenant, no credit shall be given nor any reduction in rent for changes or improvements to the Premises. No improvements shall affect the exterior appearance of the Premises.

11. **Surrender of Premises; Removal of Tenant's Property.** At the end of the term of this Lease Tenant shall surrender the Premises to the Landlord in as good a condition as existed at the time of the commencement of this Lease, nominal wear and tear excepted. At the end of the term of this Lease Tenant shall remove its property from the Premises. Any of Tenant's property not removed from the Premises within three (3) days after the expiration or earlier termination of this Lease shall be considered abandoned and Landlord shall have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

12. **Inspection Of Premises.** Tenant acknowledges that it has inspected the Premises and is aware of its condition. Tenant accepts the Premises in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. As of November 1, 2024 the Landlord and Tenant agree that the property is in good working condition.

13. **Access To Premises.** Landlord and Landlord's agents and representatives shall have the right to enter the Premises upon reasonable advance notification to Tenant.

14. **Liens.** Tenant shall not permit the creation of any type of lien upon the Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification provisions of Paragraph 19 of this Lease shall apply to any such lien. If any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises as a result of Tenant's work on the Premises, Tenant shall, at Tenant's own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the

filing of such lien.

15. **Hazardous Materials.** Tenant shall not store or permit the storage on the Premises of any type of hazardous or similar material which is regulated by federal, state or local regulation.

16. **Default.**

a. **Default by Tenant.** Tenant shall be in default under this Lease if Tenant fails to comply with any of the applicable terms, provisions or covenants of this Lease within three (3) days following service of a demand for compliance notice by Landlord in accordance with Colorado law.

b. **Default by Landlord.** Landlord shall be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within three (3) days following service of a written notice of default by Tenant in accordance with the provisions of Paragraph 22 of this Lease.

c. **Default Not Capable of Cure Within Three (3) Days.** If the nature of a default is such that more than three (3) days are reasonably required for its cure, then the defaulting party shall not be in default under this Lease if it begins to undertake action to cure the default within the three (3) day period and thereafter prosecutes such cure to completion with due diligence and in good faith. Any cure period shall terminate at any time that the default becomes incurable or when the cure efforts become futile.

17. **Remedies Upon Default.**

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

b. **Remedies of Tenant.** If the Landlord is in default under this Lease, Tenant shall have all of the remedies provided for in such circumstances by Colorado law.

18. **Insurance.**

Tenant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to Paragraph 19 of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverages. Tenant's required insurance coverages under this Lease shall be as follows:

a. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Tenant. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this Subparagraph.

b. General liability insurance with minimum combined single limits of not less than the limits of liability established from time to time under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. ("Act").

c. The policy required by Subparagraph 17.1.2, above, shall be endorsed to include the Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that provided by Tenant. Tenant shall be solely responsible for any deductible losses under any policy required above.

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

Town Clerk
P.O. Box 168
Breckenridge, CO 80424

19. **No Waiver Of Governmental Immunity.** The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$494,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Act, as from time to time amended, or any other limitation or defense otherwise available to Landlord, its officers, or its employees.

20. **Indemnification.** To the extent allowed under law, Tenant agrees to indemnify and hold Landlord, its officers, employees and insurers harmless from and against all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which occur on the Premises and which arise out of or are in any manner connected with Tenant's occupancy of the Premises pursuant to this Lease. Tenant agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claim, or demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

21. **Non-liability Of Landlord.** Tenant hereby releases Landlord, and the representatives, agents, and employees of Landlord, from any and all liability for any injury or damage to Tenant, or to Tenant's property located on or about the Premises, resulting from any cause whatsoever, except injury or damage resulting from the gross negligence or willful act of Landlord, or the representatives, agents, and employees of Landlord.

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

23. **Notice and Demands.** All notices required or permitted under this Lease shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by fax directed as follows:

If intended for Landlord to:

Town of Breckenridge
P.O. Box 168

150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Fax number: (970) 547-3104
Telephone number: (970) 453-2251

with a copy in each case (which shall not constitute notice) to:

Keely Ambrose
Town Attorney
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Fax number: (970) 547-3104
Telephone number: (970) 547-3117
KeelyA@TownofBreckenridge.com

If intended for Tenant, to:

Summit County Telecommunications Consortium
Attn: Brad Williamson
Town of Dillon
P.O. Box 8
Dillon, CO 80443
Fax Number: TBD
Telephone number: (970) 453-9576
Brad@SummitNews.com

Any notice delivered by mail in accordance with this Paragraph shall be deemed to have been duly given on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by fax or email in accordance with this Paragraph shall be deemed to have been duly given upon receipt. Any notice delivered by hand or commercial carrier shall be deemed to have been duly given upon actual receipt. Either party, by notice given as above, may change the address to which future notices may be sent.

24. **Time Of Essence.** Time is of the essence of this Lease.

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

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

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

28. **Modification.** This Lease may be modified or amended only by a duly authorized written

instrument executed by the parties hereto.

29. **Applicable Law.** This Lease shall be interpreted in all respects in accordance with the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit County, Colorado in connection with any dispute arising out of or in any matter connected with this Lease.

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

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

32. **Waiver.** The failure of either party to exercise any of its rights under this Lease shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

33. **No Recording.** This Lease shall NOT be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

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

35. **Copy of Agreement.** Both parties hereby acknowledge receipt of a complete and signed copy of this Lease.

LANDLORD:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

By: _____
Shannon B. Haynes
Town Manager

[Affix Town Seal Here]

ATTEST:

By: _____
Helen Cospolich, CMC
Town Clerk

TENANT:

SUMMIT COUNTY
TELECOMMUNICATIONS CONSORTIUM

By: _____

Title: _____



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Keely Ambrose, Town Attorney
Deric Gress, Assistant Chief of Police
Date: January 8, 2025 (for January 14, 2025 meeting)
Subject: 2024 Model Traffic Code Adoption (First Reading)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

Council is being asked to adopt to the 2024 Model Traffic Code on first reading, with additions and deletions that have been included in the Town’s traffic ordinances since approximately 2010.

Background

Every few years, the Colorado Department of Transportation publishes an updated “Model Traffic Code” (“MTC”) to be used by local governments. The MTC is a compilation of state traffic laws that can be easily adopted “by reference” by a municipality and subsequently enforced in municipal court. This code adoption allows the fines that are collected from traffic infractions to be retained by the municipality.

The MTC is updated periodically with the results of legislative changes to Colorado’s traffic laws that are made on a yearly basis. Adopting the MTC allows the Town to be consistent with other municipalities and jurisdictions across the state, and up to date with the most recent traffic laws passed by the legislature.

There are no significant changes in the 2024 MTC; however, there are some deletions of outdated language between the 2020 and 2024 MTC, and some minor wording changes. The proposed ordinance also includes a series of additions and deletions amending the published MTC. These additions and deletions are mostly unchanged from 2020, as they are still relevant to the Town’s administration of the MTC and constitute language that is specific to the local environment of the Town and the needs of the Town. The only changes to the additions and deletions are related to some numbering changes that were necessary to ensure consistency with the MTC, and the removal of several sentences in the bicycle section that were duplicative with state law.

By law, the Town’s traffic ordinances cannot be enforced on streets and highways that are part of the State Highway System (i.e. Highway 9) until the local ordinance has been reviewed and approved by CDOT. This is to ensure that the local traffic laws are consistent with the state traffic laws. The proposed ordinance has been submitted to CDOT but will not receive final approval until after the Council has adopted the ordinance on second reading.

Public outreach/engagement

There are no changes to the MTC or the Town’s amendments (additions/deletions) necessitating public feedback at this time.

Financial Implications

None. Enforcing the local traffic laws is part of the responsibility of the Breckenridge Police Department.

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

Equity Lens

The Town's Equity Lens was not consulted in relation to this code adoption process. Staff recommend adopting the MTC as attached and then using the Equity Lens to evaluate any potential Breckenridge-based variations to the MTC going forward.

Staff Recommendation

Staff recommends that Council introduce, read, and schedule for public hearing the proposed ordinance adopting with amendments the 2024 MTC.

1
2 COUNCIL BILL NO. ____

3
4 Series 2025

5
6 A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH
7 CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN
8 CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR
9 COLORADO, 2024 EDITION, PUBLISHED BY THE COLORADO
10 DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL
11 TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING
12 PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR
13 COLORADO, 2024 EDITION
14

15 WHEREAS, Section 5.13 of the Breckenridge Town Charter authorizes the Town
16 Council to adopt published codes by reference, and sets forth the procedures to be followed in
17 connection therewith; and
18

19 WHEREAS, the current Town of Breckenridge Traffic Code is based on the 2024
20 edition of the Model Traffic Code For Colorado, published by the Colorado Department of
21 Transportation; and
22

23 WHEREAS, the 2024 edition of the Model Traffic Code For Colorado, published by the
24 Colorado Department of Transportation, is now available; and
25

26 WHEREAS, the Town Council of the Town of Breckenridge finds and determines that
27 the 2024 edition of the Model Traffic Code For Colorado, with those additions, modifications
28 and deletions hereinafter set forth, should be adopted as the traffic code for the Town.
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
31 BRECKENRIDGE, COLORADO:
32

33 Section 1. Chapter 1 of Title 7 of the Breckenridge Town Code, entitled "Traffic Code,"
34 is hereby repealed and readopted with changes so as to read as follows:
35

36 CHAPTER 1

37
38 TRAFFIC CODE
39

40 SECTION:

- 41
42 7-1-1: Adoption of Code
43 7-1-2: Additions or Modifications
44 7-1-3: Deletions
45 7-1-4: Definitions
46 7-1-5: Application

1 7-1-6: Copy of Code on File
2 7-1-7: Penalties

3
4 7-1-1: ADOPTION OF CODE: Parts 1-12, inclusive, 14, 15, 17, and 19, and the
5 Appendix entitled “Definitions,” of the Model Traffic Code For Colorado, 2024 edition,
6 published by the Colorado Department of Transportation of the State of Colorado, 4201 East
7 Arkansas Avenue, Denver, Colorado 80222, are hereby adopted as the traffic code of the Town
8 of Breckenridge. The subject matter of the Model Traffic Code For Colorado, 2024 edition,
9 includes comprehensive traffic control regulations for the Town. The purpose of this Chapter,
10 and the Code adopted by reference herein, is to provide for the Town a system of traffic
11 regulations consistent with state law.

12
13 7-1-2: ADDITIONS OR MODIFICATIONS:

14
15 The Model Traffic Code for Colorado, 2024 edition (the “adopted code”), is adopted as if set out
16 at length, save and except the following additions and modifications:

17
18 Section 101 of the adopted code is amended so as to read as follows:

19
20 **101. Short Title; Interpretation; References To C.R.S.**

- 21
22 1. The adopted code shall be known and may be cited as the “Town of
23 Breckenridge Traffic Code.”
24
25 2. The general purpose of this chapter is to establish local traffic regulations for
26 the Town of Breckenridge that conform with the state’s uniform system for the
27 regulation of vehicles and traffic. This chapter shall be interpreted and construed
28 as to effectuate such purpose.
29
30 3. The published Model Traffic Code for Colorado, 2024 edition, is written to
31 apply to both municipalities and counties, and in some instances, to the state of
32 Colorado as well. In adopting the Model Traffic Code for Colorado, 2024 edition,
33 the Town Council is aware that certain provisions of the adopted code cannot, by
34 their very nature, or do not by their wording, apply to the Town. Any provision of
35 the code that cannot or does not apply to the Town of Breckenridge shall be
36 ignored and no attempt shall be made to enforce such provision within the Town.
37
38 4. The provisions of article 4 of title 2, C.R.S., may be used to interpret the
39 provisions of this Code.
40
41 5. Any reference in this Code to any particular title, article, and section of the
42 Colorado Revised Statutes shall be deemed to include any reference to any
43 amendment to such statute, or any successor statute concerning the same subject
44 matter. Further, any reference to a particular section of the state motor vehicle
45 laws may mean the counterpart traffic regulation of the Town as set forth in this
46 Code.

1
2 6. Any reference in the adopted code to “articles 1 to 4” of title 42, Colorado
3 Revised Statutes, or “articles 1 to 4 of this title” means articles 1 through 4,
4 inclusive, of title 42, Colorado Revised Statutes, or any counterpart section of this
5 Code.

6
7 Section 102 of the adopted code is amended so as to read as follows:

8
9 **102. Meaning Of Generic References.** Unless the context clearly requires
10 otherwise, all references in this Code to “this local government,,” “this
11 jurisdiction,,” “local government authorities,,” the “local authority,,” “proper
12 authority,,” and similar generic references, shall mean and shall refer to the Town
13 of Breckenridge, Colorado, or to the elected or appointed officers of the Town, as
14 appropriate. References in this Code to matters which apply “within this state”
15 shall mean “within the Town.”

16
17 Section 109(4) of the adopted code is amended so as to read as follows:

18
19 (4) No person riding upon any low-power scooter, coaster, roller skates, in-line
20 skates, skateboard, skis, snowboard, sled, or toy vehicle shall attach the same or
21 himself or herself to any vehicle upon a roadway.

22
23 Section 109(8) of the adopted code is amended so as to read as follows:

24
25 (8) Persons riding or leading animals on or along a highway shall ride or lead
26 such animals on the left side of said highway, facing approaching traffic. This
27 shall not apply to persons driving herds of animals along highways. No person
28 shall drive a horse drawn carriage on the streets or highways within the Town
29 unless authorized by a special event permit issued pursuant to title 4, chapter 13
30 of the Town Code.

31
32 Section 109(9) of the adopted code is amended so as to read as follows:

33
34 (9) No person shall use the highways for traveling on skis, snowboards,
35 toboggans, coasting sleds, skates, in-line skates, skateboards, or similar devices. It
36 is unlawful for any person to use any roadway within the Town as a sled or ski
37 course for the purpose of coasting on sleds, skis, or similar devices. It is also
38 unlawful for any person upon roller skates, in-line skates, skateboards or riding in
39 or by means of any coaster, toy vehicle, or similar device to go upon any roadway
40 within the Town except while crossing a highway in a crosswalk, and when so
41 crossing such person shall be granted all of the rights and shall be subject to all of
42 the duties applicable to pedestrians. This subsection (9) does not apply to any
43 public way which is set aside by proper authority as a play street and which is
44 adequately roped off or otherwise marked for such purpose.

1 The adopted code is amended by the addition of a new section 109.7, to be entitled “Golf Cars
2 Prohibited,” which shall read as follows:

3
4 **109.7 Golf Cars Prohibited.** A golf car shall not be operated on a roadway.

5
6 Section 110(2) of the adopted code is amended so as to read as follows:

7
8 (2) The Town’s Municipal Court shall have jurisdiction over violations of traffic
9 regulations enacted or adopted by the Town Council of the Town of
10 Breckenridge, Colorado, including, without limitation, violations or alleged
11 violations of this Code.

12
13 Section 117 of the adopted code is amended to read as follows:

14
15 **117. Personal mobility devices.**

16
17 (1) A rider of an EPAMD shall have all the same rights and duties as an operator
18 of any other vehicle under this Code, except as to those provisions that by their
19 nature have no application.

20 (2) An EPAMD shall not be operated in the following places within the Town:

21 (a) On a limited-access highway;

22 (b) On a roadway;

23 (c) On a sidewalk; or

24 (d) On a bike or pedestrian path, including, but not limited to, that portion of a
25 roadway designated for the exclusive use as a bicycle path or reserved for the
26 exclusive use of bicycles, human-powered vehicles, or pedestrians.

27 (3) Notice of the prohibitions of subsection 2 of this section shall be given as
28 required by Section 42-4-111(2), C.R.S.

29
30 The last sentence of section 225(3) of the adopted code is deleted.

31
32 Section 615 of the adopted code is amended so as to read as follows:

33
34 **Section 615. School Zones -- Increase In Penalties For Moving Traffic**
35 **Violations.**

36
37 (1) Any person who commits a moving traffic violation in a school zone shall be
38 subject to a doubled fine and surcharge. The municipal judge shall amend his or
39 her penalty assessment schedule to reflect such doubled fine and surcharge.

40 (2) For purposes of this section, “school zone” means an area that is designated as
41 a school zone and has appropriate signs posted indicating that the penalties and
42 surcharges will be doubled.

43 (3) Town authorities shall designate the placement of traffic signs that designate
44 the area that will be deemed to be a school zone for purposes of this section. In
45 making such designation, the Town authorities shall consider when increased
46 penalties are necessary to protect the safety of school children.

1 (4) This section does not apply if the penalty and surcharge for a violation has
2 been doubled pursuant to section 614 of this Code because such violation also
3 occurred within a highway maintenance, repair, or construction zone.
4

5 The adopted code is amended by the addition of a new section 617, to be entitled "Barricades,"
6 which shall read as follows:
7

8 **618. Barricades.** Whenever barricades are erected by a police officer or other
9 authorized person to close off a part or all of a street, highway or public property,
10 no person shall drive around, through, or between such barricades or into the
11 barricaded area except as directed or permitted by official signs or in compliance
12 with the directions of a police officer or other authorized person.
13

14 Section 2(c) of section 705 of the adopted code is amended to read as follows:
15

16 (c)(I) On a highway that does not have at least two adjacent lanes proceeding in
17 the same direction on the same side of the highway where a stationary authorized
18 emergency vehicle, stationary towing carrier vehicle, or stationary public utility
19 service vehicle is located, or if movement by the driver of the approaching vehicle
20 into an adjacent moving lane, as described in subsection (2)(b) of this section, is
21 not possible, the driver of an approaching vehicle shall reduce and maintain a safe
22 speed with regard to the location of the stationary authorized vehicle,
23 stationary towing carrier vehicle, or stationary public utility service vehicle;
24 weather conditions, road conditions, and vehicular or pedestrian traffic and
25 proceed with due care and caution, or as directed by a peace officer or other
26 authorized emergency personnel.

27 (II) For the purposes of this subsection (2)(c), the following speeds are presumed
28 to be safe unless the speeds are unsafe for the conditions as provided in section
29 1101 (1) and (3): (a) if the speed limit is less than forty-five miles per hour,
30 twenty-five miles per hour or less; or (b) if the speed limit is forty-five miles per
31 hour or more, twenty miles per hour less than the speed limit.
32

33 Section 714 of the adopted code is amended to read as follows:
34

35 (2) (a) except as provided in subsection (2)(b) of this section, any person who
36 violates subsection (1) of this section commits an infraction. (b) if a person
37 violates subsection (1) of this section and the person's actions are the proximate
38 cause of a crash, or if the person the person's actions are the proximate cause of
39 bodily injury to another person, the person commits a misdemeanor traffic
40 offense.
41

42 Section 1204 of the adopted code is amended to read as follows:
43

44 **1204. Stopping, standing, or parking prohibited in specified places.**
45

1 (1) Except as otherwise provided in subsection (4) of this section, no person shall
2 stop, stand, or park a vehicle, except when necessary to avoid conflict with other
3 traffic or in compliance with the directions of a police officer, the parking
4 enforcement operator, or an official traffic control device, in any of the following
5 places:

6 (a) On a sidewalk;

7 (b) Within an intersection;

8 (c) On a crosswalk;

9 (d) Between a safety zone and the adjacent curb or within thirty feet of points on
10 the curb immediately opposite the ends of a safety zone, unless the traffic
11 authority indicates a different length by signs or markings;

12 (e) Alongside or opposite any street excavation or obstruction when stopping,
13 standing, or parking would obstruct traffic;

14 (f) On the roadway side of any vehicle stopped or parked at the edge or curb of a
15 street;

16 (g) Upon any bridge or other elevated structure upon a highway or within a
17 highway tunnel;

18 (h) On any railroad tracks;

19 (i) On any controlled-access highway;

20 (j) In the area between roadways of a divided highway, including crossovers;

21 (k) At any other place where official signs prohibit stopping.

22 (l) Upon the paved or improved and main-traveled portion of any street within a
23 residential block, except: (i) where on-street parking within such block is
24 authorized by official signs or street markings; (ii) for the temporary parking of
25 construction vehicles, if authorized by the police chief based upon the police
26 chief's determination that the parking of such vehicles can be done safely, in
27 compliance with the applicable provisions of the Town's noise ordinance (title 5,
28 chapter 8 of the Town Code), and without undue disruption to either the traveling
29 public or the neighborhood; or (iii) for parking associated with a special event, if
30 such special event is authorized by a development or other town permit.

31 (2) Except as otherwise provided in subsection (4) of this section, in addition to
32 the restrictions specified in subsection (1) of this section, no person shall stand or
33 park a vehicle, except when necessary to avoid conflict with other traffic or in
34 compliance with the directions of a police officer, the parking enforcement
35 operator, or an official traffic control device, in any of the following places:

36 (a) Within five feet of a public or private driveway;

37 (b) Within fifteen feet of a fire hydrant;

38 (c) Within twenty feet of a crosswalk at an intersection;

39 (d) Within thirty feet upon the approach to any flashing beacon or signal, stop
40 sign, yield sign, or traffic control signal located at the side of a roadway;

41 (e) Within twenty feet of the driveway entrance to any fire station or, on the side
42 of a street opposite the entrance to any fire station, within seventy-five feet of said
43 entrance when properly signposted;

44 (f) At any other place where official signs prohibit standing.

45 (3) In addition to the restrictions specified in subsections (1) and (2) of this
46 section, no person shall park a vehicle, except when necessary to avoid conflict

1 with other traffic or in compliance with the directions of a police officer, the
2 parking enforcement operator, or an official traffic control device, in any of the
3 following places:

4 (a) Within fifty feet of the nearest rail of a railroad crossing;

5 (b) At any other place where official signs prohibit parking.

6 (4) (a) Paragraph (a) of subsection (1) of this section shall not prohibit persons
7 from parking bicycles or electrical assisted bicycles on sidewalks in accordance
8 with the provisions of section 1412 (11)(a) and (11)(b).

9 (b) Paragraph (f) of subsection (1) of this section shall not prohibit persons from
10 parking two or more bicycles or electrical assisted bicycles abreast in accordance
11 with the provisions of section 1412 (11)(d).

12 (c) Paragraphs (a), (c), and (d) of subsection (2) of this section shall not apply to
13 bicycles or electrical assisted bicycles parked on sidewalks in accordance with
14 section 1412 (11)(a) and (11)(b).

15 (5) No person shall move a vehicle not lawfully under such person's control into
16 any such prohibited area or away from a curb such distance as is unlawful.

17 (6) The Town may place official traffic control devices prohibiting, limiting, or
18 restricting the stopping, standing, or parking of vehicles on any highway where it
19 is determined, upon the basis of a traffic investigation or study, that such
20 stopping, standing, or parking is dangerous to those using the highway or where
21 the stopping, standing, or parking of vehicles would unduly interfere with the free
22 movement of traffic thereon. No person shall stop, stand, or park any vehicle in
23 violation of the restrictions indicated by such devices.

24 (7) Any person who violates any provision of this section commits a traffic
25 infraction.

26
27 The adopted code is amended by the addition of a new section 1204.5, to be entitled "Standing In
28 Delivery Zone," which shall read as follows:

29
30 **1204.5 Standing In Delivery Zone.**

31 (a) No person shall stand a vehicle for any purpose or length of time in a place
32 officially marked as a delivery zone, except pursuant to a valid permit issued by
33 the police chief pursuant to subsection (b) of this section.

34 (b) The police chief is authorized to issue non-transferable permits for the purpose
35 of authorizing qualified persons to temporarily stand a vehicle in a place officially
36 marked as a delivery zone. The following rules shall apply to the issuance of a
37 delivery zone permit pursuant to this section:

38 1. The police chief shall collect a fee for the purpose of reimbursing the Town for
39 the administrative costs of processing the permit application. The permit fee for
40 2024 shall be twenty five dollars (\$25.00) for each such permit. The permit fee for
41 future years shall be established from time to time as part of the annual budget
42 adopted by the Town Council. No portion of such permit fee shall be refundable,
43 nor shall any permit issued under this section be transferable.

44 2. A permit may be issued only to a commercial delivery service that delivers to
45 multiple locations within the Town on a daily or weekly basis.

46 3. No delivery zone permit shall be issued to any person who does not have a

1 valid business and occupational license issued pursuant to title 4, chapter 1 of the
2 Town Code. Each permittee shall maintain a valid business and occupational
3 license throughout the term of the permit.

4 4. A permit shall be hung from the rear view mirror or placed on the dashboard of
5 a vehicle at all times while such vehicle is standing in a place officially marked as
6 a delivery zone.

7 5. The police chief is authorized to designate one or more delivery zones within
8 the Town, and to alter, amend, or change such designations from time to time as
9 the police chief determines to be necessary or appropriate based upon the usage of
10 the designated delivery zones and the needs of those persons holding permits
11 issued pursuant to this section.

12 6. A permit shall be valid only in those delivery zones indicated on the face of the
13 permit. It shall be a violation of subsection (a) of this section for the holder of a
14 permit to stand a vehicle in any delivery zone other than the delivery zone(s)
15 indicated on the face of the permit.

16 7. A permit shall be valid for a period of one (1) year, unless sooner revoked by
17 the police chief as provided in subsection 8.

18 8. A permit may be revoked by the police chief, after a hearing, if, during the term
19 of the permit, the police chief determines that the permittee has violated: (i) any
20 of the terms and conditions of this section; or (ii) any of the terms and conditions
21 of the permit. Any action to revoke a license issued under this section shall
22 generally comply with the requirements for administrative hearings set forth in
23 title 1, chapter 19 of the Town Code.

24
25 Section 1205(3) of the adopted code is amended so as to read as follows

26
27 (3) Angle parking is permitted on any town roadway, except any roadway that is
28 part of the state highway system, when determined to be appropriate by the Town
29 engineer. As used in this section, the term “angle parking” means the head-in
30 parking of a vehicle at an angle to the curb or edge of the roadway, instead of
31 parking parallel to the right-hand curb or edge of the roadway, and includes, but is
32 not limited to, “straight in” parking perpendicular to the curb or edge of the
33 roadway.

34
35 Whenever the Town engineer designates any roadway or portion of a roadway
36 upon which angle parking is permitted, the Town shall mark or sign such roadway
37 indicating that angle parking is permitted and the angle at which vehicles shall be
38 parked.

39
40 When signs or markings are in place indicating angle parking as herein provided,
41 no person shall park or stand a vehicle other than at the angle to the curb or edge
42 of the roadway indicated by such signs or markings with the right front wheel of
43 the vehicle within eighteen inches of the curb or edge of the roadway.

44
45 Section 1208 of the adopted code is amended so as to read as follows:

1 **1208. Reserved Parking For Persons With Disabilities - Applicability - Rules.**

2
3 (1) Definitions. As used in this section:

4
5 (a) "Disability" or "Disabled" has the same meaning as set forth in section 42-3-
6 204, C.R.S.

7 (b) "Holder" means a person with a disability who has lawfully obtained an
8 identifying plate or placard.

9 (c) "Identifying Figure" has the same meaning as set forth in section 42-3-204,
10 C.R.S.

11 (d) "Identifying Placard" has the same meaning as set forth in section 42-3-204,
12 C.R.S.

13 (e) "Identifying Plate" has the same meaning as set forth in section 42-3-204,
14 C.R.S.

15 (f) "Professional" has the same meaning as set forth in section 42-3-204, C.R.S.

16 (f.5) "Remuneration-exempt identifying placard" has the same meaning as set
17 forth in 42-3-204, C.R.S.

18 (g) "Reserved Parking" means a parking space reserved for a person with a
19 disability.

20 (2) Use Of Plate Or Placard.

21 (a) A person with a disability may use reserved parking on public property or
22 private property if the person displays an identifying plate or placard while using
23 reserved parking.

24 (b) When an identifying placard is used for reserved parking, the driver of the
25 parked motor vehicle shall ensure that the front of the identifying placard is
26 legible and visible through the windshield when viewed from outside the vehicle.
27 The driver shall hang the placard from the rear-view mirror unless a rear-view
28 mirror is not available or the individual is physically unable to hang the placard
29 from the rear-view mirror. If the tag is not hung from the rear-view mirror, the
30 driver shall display it on the dashboard.

31 (c) A person with a disability who is a resident of a state other than Colorado may
32 use reserved parking in the Town if the motor vehicle displays an identifying
33 plate or placard issued by a state other than Colorado, and if:

34 (I) The identifying plate or placard is currently valid in the state of issuance and
35 meets the requirements of 23 CFR 1235; and

36 (II) The holder has not been a resident in Colorado for more than ninety days.

37 (d) A motor vehicle with an identifying plate or a placard may be parked in public
38 parking areas along public streets or in private parking lots within the Town
39 regardless of any time limitation imposed upon parking in the area; provided,
40 however, no such vehicle may be parked in any reserved parking on any public
41 street within the Town for more than four consecutive hours. The town shall
42 clearly post the appropriate time limits in the area(s) of the Town where the four
43 hour parking limitation is applicable. The ability to park notwithstanding parking
44 limitations does not apply to areas in which:

45 (I) Stopping, standing, or parking of all vehicles is prohibited;

46 (II) Only special vehicles may be parked; or

1 (III) Parking is not allowed during specific periods of the day in order to
2 accommodate heavy traffic.

3 (e)(I) The owner of public or private property within the Town may request the
4 installation of official signs or pavement markings identifying reserved parking
5 spaces. The request operates as a waiver of any objection the owner may assert
6 concerning enforcement of this section by a peace officer or a community service
7 officer. A peace officer or a community service officer may enforce this section
8 on private property notwithstanding any provision of law to the contrary.

9 (II)(A) The number and placement of accessible parking spaces should meet or
10 exceed section 1106 of chapter 11 of the 2012 (second printing) version of the
11 international building code, or any succeeding standard, published by the
12 International Code Council.

13 (B) The technical standards for accessible parking spaces should meet or exceed
14 section 502, or any successor section, of the “Accessible and Useable Buildings
15 and Facilities” standard, or any succeeding standard, promulgated and amended
16 from time to time by the international code council (commonly cited as
17 ICC/ANSI A117.1).

18 (C) Access aisles should post a “Wheelchair Access Aisle Absolutely No
19 Parking” sign, which blocks neither the access aisle nor accessible routes.

20 (D) The technical standards for post- or wall-mounted signs indicating accessible
21 parking spaces and van-accessible parking spaces should meet or exceed section
22 2B.46 concerning parking, standing, and stopping signs and section 2B.47
23 concerning design of parking, standing, and stopping of the 2009 version of the
24 Manual On Uniform Traffic Control Devices, or any succeeding standard,
25 published by the United States federal highway administration.

26 (III) The owner of real property within the Town with multi-family residential
27 dwellings affixed and with reserved parking shall retain the reserved parking as
28 commonly owned for the tenants, owners, or visitors of the individual units within
29 the dwellings. This subparagraph (III) does not prohibit the sale of all commonly
30 owned property so long as the reserved parking is not severed from the other
31 elements.

32 (IV) A person shall not impose restrictions on the use of disabled parking unless
33 specifically authorized by a statute of Colorado and a resolution or ordinance duly
34 adopted by the Town Council of the Town, and notice of the restriction is
35 prominently posted by a sign clearly visible at the parking space.

36 (3) Misuse Of Reserved Parking.

37 (a) A person without a disability shall not park in a parking space on public or
38 private property that is clearly identified by an official sign or by visible
39 pavement markings as being reserved parking or as being a passenger loading
40 zone unless:

41 (I) The person is parking the vehicle for the direct benefit of a person with a
42 disability to enter or exit the vehicle while it is parked in the reserved parking
43 space; and

44 (II) An identifying plate or placard obtained under or authorized by section 42-3-
45 204, C.R.S., is displayed in or on the vehicle if the license plate or placard is

1 currently valid or has expired less than one month before the day the person used
2 the reserved parking.

3 (a.5) A person shall not, while parked in a parking space that requires
4 remuneration, display a remuneration-exempt identifying placard that is not
5 issued to the person. A person who possesses a remuneration-exempt identifying
6 placard shall not allow another person to use the placard to park in a parking
7 space that requires remuneration.

8 (b)(I) A person, after using a reserved parking space that has a time limit, shall
9 not switch motor vehicles or move the motor vehicle to another reserved parking
10 space within one hundred yards of the original parking space within the same
11 eight hours in order to exceed the time limit.

12 (II)(A) Parking in a time-limited reserved parking space for more than three hours
13 for at least three days a week for at least two weeks creates a rebuttable
14 presumption that the person is violating this paragraph (b).

15 (B) This subparagraph (II) does not apply to privately owned parking spaces.

16 (c) A person shall not use reserved parking for a commercial purpose unless:

17 (I) The purpose relates to transacting business with a business the reserved
18 parking is intended to serve; or

19 (II) The owner of private property consents to allow the use.

20 (d)(I) An employee of an entity shall not use an identifying placard issued to the
21 entity unless the employee is transporting persons with disabilities.

22 (II) For a violation of this paragraph (d), the chief operations officer within
23 Colorado of the entity to whom the placard or plate was issued and the offending
24 employee are each subject to the penalties established by the municipal judge.

25 (III)(A) It is an affirmative defense to a violation of this paragraph (d) for the
26 chief operations officer within Colorado that the entity enforces an internal policy
27 controlling access to and use of identifying placards issued to the entity.

28 (B) If the placard used is expired by operation of section 42-3-204(6)(f), C.R.S., it
29 is an affirmative defense to a violation of this paragraph (d) that the person did
30 not know the placard was expired if the person who used the placard was the
31 person to whom it was issued.

32 (e)(I) A person who violates paragraph (3)(a) or (3)(a.5) of this subsection (3)
33 shall be punished by a fine of \$100.00; provided, however, that any person who
34 violates paragraph (a) or paragraph (a.5) of this subsection (3) by parking a
35 vehicle owned by or leased to a commercial carrier as defined in subsection (15)
36 of the appendix to this Code (Definitions) shall be punished by a fine of \$200.00.

37 (II) A person who violates paragraphs (b) to (d) of this subsection (3) shall be
38 punished by a fine of \$100.00.

39 (4) Blocking Access.

40 (a) Regardless of whether a person displays an identifying plate or placard, a
41 person shall not park a vehicle so as to block reasonable access to curb ramps,
42 passenger loading zones, or accessible routes, as identified in 28 CFR part 36
43 appendix A, that are clearly identified unless the person is actively loading or
44 unloading a person with a disability.

45 (b) A person who violates this subsection (4) shall be punished by a fine of
46 \$100.00.

1 (5) Fraud And Trafficking.

2 (a) It is unlawful for a person to:

3 (I) Knowingly and fraudulently obtain, possess, use, or transfer an identifying
4 placard issued to a person with a disability;

5 (II) Knowingly make, possess, use, alter, or transfer what purports to be, but is
6 not, an identifying placard; or

7 (III) Knowingly create or use a device intended to give the impression that it is an
8 identifying placard when viewed from outside the vehicle.

9 (b) It is unlawful and a misdemeanor municipal offense for any person to violate
10 any provision of this subsection (5). Any person convicted of having violated any
11 provision of this subsection (5) shall be punished by a minimum fine of \$999. No
12 portion of such fine may be suspended by the municipal judge.

13 (6) Enforcement Of Reserved Parking.

14 (a) A peace officer or a community service officer may check the identification of
15 a person using an identifying plate or placard in order to determine whether the
16 use is authorized.

17 (b)(I) A peace officer or a community service officer may confiscate an
18 identifying placard that is being used in violation of this section.

19 (II) The peace officer or a community service officer shall send a confiscated
20 placard to the department unless it is being held as evidence for prosecution of a
21 violation of this section. If the tag is being held as evidence, the peace officer or a
22 community service officer shall notify the department of the confiscation and
23 pending charges.

24 (III) The department shall hold a confiscated placard for thirty days and may
25 dispose of the placard after thirty days. The department shall release the placard to
26 the person with a disability to whom it was issued when the person signs a
27 statement under penalty of perjury that he or she was unaware that the violator
28 used, or intended to use, the placard in violation of this section.

29 (c) A peace officer or a community service officer may investigate an allegation
30 that a person is violating this section.

31 (d) A person who observes a violation of this section may submit evidence,
32 including a sworn statement, concerning the violation to any law enforcement
33 agency.

34 (e)(I) A peace officer or a community service officer may issue a penalty
35 assessment notice for a violation of paragraph (b), (c), or (d) of subsection (3) of
36 this section by sending it by certified mail to the registered owner of the motor
37 vehicle. The officer shall include in the penalty assessment notice the offense or
38 infraction, the time and place where it occurred, and a statement that the payment
39 of the penalty assessment and a surcharge is due within twenty days after the
40 issuance of the notice. The Municipal Court receives payment of the penalty
41 assessment by the due date if the payment is received or postmarked by the
42 twentieth day after the vehicle owner received the penalty assessment notice.

43 (II) If the penalty assessment and surcharge are not paid within twenty days after
44 the date the vehicle owner receives the assessment notice specified in
45 subparagraph (I) of this paragraph (e), the peace officer or community service
46 officer who issued the original penalty assessment notice shall file a complaint

1 with the Municipal Court and issue and serve upon the registered owner of the
2 vehicle a summons to appear in court at the time and place specified.

3 (f)(I) The Municipal Court shall send certification of the entry of judgment for
4 each violation of paragraph (b), (c), or (d) of subsection (3) of this section to the
5 department.

6 (II) Upon receipt of certification of an entry of judgment for a violation of
7 paragraph (b), (c), or (d) of subsection (3) of this section, the department of
8 revenue shall not register the person's vehicle until all fines imposed for the
9 violations have been paid to the Town as provided in section 42-4-1208(6)(f)(II),
10 C.R.S.

11 (III) Upon receipt of certification or independent verification of an entry of
12 judgment, the department of revenue shall revoke an identifying plate or placard
13 as provided in section 42-3-204(7)(d), C.R.S., as provided in section 42-4-
14 1208(6)(f)(III), C.R.S.

15 (g)(I) Notwithstanding any other provision of this section to the contrary, a holder
16 is liable for any penalty or fine for any misuse of an identifying plate or placard,
17 including the use of such plate or placard by any person other than a holder,
18 unless the holder furnishes sufficient evidence that the identifying plate or placard
19 was, at the time of the violation, in the care, custody, or control of another person
20 without the holder's knowledge or consent.

21 (II) A holder may avoid the liability described in subparagraph (I) of this
22 paragraph (g) if, within a reasonable time after notification of the violation, the
23 holder furnishes to the Town prosecutor or the police department the name and
24 address of the person who had the care, custody, or control of the identifying plate
25 or placard at the time of the violation or the holder reports the license plate or
26 placard lost or stolen to both the police department and the department.

27 (h) An employer shall not forbid an employee from reporting violations of this
28 section. A person shall not initiate or administer any disciplinary action against an
29 employee because the employee notified the authorities of a possible violation of
30 this section if the employee has a good-faith belief that a violation has occurred.

31 (i) A landlord shall not retaliate against a tenant because the tenant notified the
32 authorities of a possible violation of this section if the tenant has a good-faith
33 belief that a violation has occurred.

34 (j) In order to stop a vehicle from blocking access or illegally using reserved
35 parking, a peace officer or a community service officer may order a vehicle that is
36 used to violate this subsection to be towed to an impound lot or a vehicle storage
37 location. The peace officer shall verify that the vehicle has not been stolen and
38 report the fact of the tow to the department of revenue in accordance with section
39 42-4-1804, C.R.S.

40
41 The adopted code is amended by the addition of a new section 1214, to be entitled "Parking On
42 A Shared Private Driveway," which shall read as follows:

43
44 **1214. Parking On A Shared Private Driveway.**
45

1 A. No person shall park a vehicle upon a shared private driveway in such a
2 manner as to block or impede the lawful use of such shared private driveway by
3 any person entitled to use such driveway, or by any authorized emergency
4 vehicle.

5
6 B. No person shall park a vehicle upon a shared private driveway other than in a
7 town-approved parking area.

8
9 C. As used in this section:

10
11 1. The term “shared private driveway” means a platted or granted private
12 easement or license providing the primary means of ingress and egress to and
13 from a public street for two or more residential properties.

14
15 2. The term “town-approved parking area” means a parking area approved by the
16 Town as described in subsection 4-1-8-1A1 of the Town Code.

17
18 The adopted code is amended by the addition of a new Section 1215, to be entitled “Parking
19 Meters,” which shall read in its entirety as follows:

20
21 **1215. Parking Meters.**

22
23 (1) The Town has completed an engineering and traffic investigation and
24 determined on the basis of such investigation that the installation and operation of
25 parking meters is necessary to aid in the regulation and control of the parking of
26 vehicles during the hours and on the days specified on the parking meter signs.

27
28 (2) Whenever and wherever parking meter zones have been established on streets
29 or in public parking lots operated by the Town where parking is regulated by
30 parking meters, the parking of vehicles at places, streets, or parts of streets so
31 designated shall be controlled by parking meters between the hours and on the
32 days specified on authorized parking meter signs, legends, or displays.

33
34 (3) Parking meters installed in parking meter spaces or zones established in this
35 municipality shall be so designated, constructed, installed and set as to meet the
36 following conditions: (A) Said meters shall be capable of being operated, either
37 automatically or mechanically, for the full period of time for which parking is
38 lawfully permitted in any such parking meter zone or space, or in lieu thereof, for
39 an appropriate fractional period of time. Meters may, as indicated by authorized
40 parking meter signs, legends, or displays, regulate parking in either individual
41 parking spaces or multiple parking spaces; and (B) Each parking meter shall bear
42 a clearly legible authorized message indicating the days and hours when the
43 requirement for payment shall apply.

44
45 (4) In parking meter zones or spaces where parking is regulated by parking
46 meters, vehicles parked on the street shall be parked either parallel with or

1 diagonal to the curb, as indicated by official signs or markings. Within a public
2 parking lot operated by the Town where parking is regulated by parking meters,
3 vehicles shall be parked in designated spaces, as indicated by official signs or
4 markings. Vehicles parked in a manner so that any portion of the vehicle is within
5 the zone or space regulated by the parking meter shall be required to pay the
6 amount indicated by the meter for parking in that zone or space.

7
8 (5) No person shall park a vehicle in a parking meter space or zone as indicated
9 by official signs during the restricted and regulated time applicable to the parking
10 meter space or zone, unless the appropriate payment shall have been made.

11
12 (6) No person shall permit a vehicle within his or her control to be parked in any
13 parking meter space or zone during the restricted and regulated time applicable to
14 the parking meter space or zone when the lawful parking time in such space or
15 zone is expired. This provision shall not apply to the act of parking or the
16 reasonably necessary time which is required to pay the required parking fee at
17 such meter.

18
19 (7) The provisions of this section shall not relieve any person from the duty to
20 observe other and more restrictive provisions of this Code or official signs or
21 parking meter legends prohibiting or limited the stopping, standing, or parking of
22 vehicles in specified places at specified times or in a specified manner.

23
24 (8) Nothing in this section prohibits the parking of more than one motorcycle
25 within a space served by a single parking meter.

26
27 The adopted code is amended by the addition of a new section 1216, to be entitled "Parking On
28 Private Property," which shall read as follows:

29
30 **1216. Parking On Private Property.**

31
32 (a) It is unlawful and a misdemeanor traffic offense for any person to park or
33 cause to be parked any vehicle upon any private parking lot or any other private
34 property within the Town without the consent of the owner or the tenant or person
35 in lawful possession or control of the private parking lot or private property.

36
37 (b) Whenever the owner, tenant or person in lawful possession or control of the
38 private property finds a vehicle parked thereon without his or her consent, such
39 owner, tenant or person in lawful possession or control shall have the authority to
40 have such vehicle towed from the private parking lot or private property where it
41 is found, provided the appropriate provisions of this section are complied with.
42 The provisions of title 7, chapter 3 of the Town Code shall not apply to any
43 vehicle towed pursuant to this subsection (b), and the Town shall have no liability
44 with respect to any such tow.

45
46 (c) Any owner, tenant, or person in lawful possession or control of a private

1 parking lot or private property wishing to avail himself or herself of the
2 provisions of this section shall post on such property in a conspicuous place so
3 that it can be seen by an ordinarily observant person a sign which reads as
4 follows:

5
6 PRIVATE PARKING
7 UNAUTHORIZED VEHICLES
8 WILL BE TOWED BY OWNER
9

10 (d) If the sign is to be posted to prohibit unauthorized parking at a private parking
11 lot containing more than six (6) parking spaces, one sign shall be posted at each
12 entrance to the private parking lot.
13

14 (e) If the sign is to be posted to prohibit unauthorized parking at a private parking
15 lot containing more than six (6) parking spaces, the sign required by subsection
16 (c) of this section shall be not less than 24 inches by 24 inches in size. The
17 lettering on such sign shall be not less than 2 inches in height and shall be red in
18 color and shall be printed on a white background. The sign shall be sheeted with
19 engineer grade reflective sheeting. The sign shall be erected at a height of not less
20 than 7 feet above the ground, measured from the bottom of the sign.
21

22 (f) If the sign is to be posted to prohibit unauthorized parking on private property
23 that is not a parking lot containing more than six (6) parking spaces, the sign
24 required by subsection (c) of this section shall be not less than 12 inches by 18
25 inches in size. The lettering on such sign shall be not less than 1 inch in height
26 and shall be red in color and shall be printed on a white background. The sign
27 shall be sheeted with engineer grade reflective sheeting. The sign shall be erected
28 at a height of not less than 7 feet above the ground, measured from the bottom of
29 the sign.
30

31 (g) A sign erected pursuant to this section shall be an exempt sign within the
32 meaning of subsection 9-15-9 of the Town Code, and no permit shall be required
33 to authorize the erection of such sign. The installation of a sign pursuant to this
34 section shall be a waiver of any objection the owner, tenant or person in lawful
35 possession or control of the private parking lot or private property may assert
36 concerning enforcement of this section by peace officers of the Town.
37

38 (h) No complaint shall be issued for any violation of this section unless it is issued
39 at the request of the owner, tenant or person in lawful possession or control of the
40 private parking lot or private property within or upon which violation of this
41 section is alleged to have occurred. The person requesting the issuance of the
42 complaint shall provide to the person issuing the complaint their name, address
43 and telephone number, and must agree to appear and testify in court should a trial
44 on the complaint be required.
45

46 (i) In the event the owner, tenant or person in lawful possession or control of a

1 private parking lot or private property has a vehicle towed in accordance with this
2 section, he or she shall immediately notify the police department of the Town or
3 the Summit County Communications Center and indicate the name of the towing
4 company which towed the vehicle and the location of the storage of such vehicle.
5

6 (j) If the Municipal Court dismisses a complaint under this section at the request
7 of the owner, tenant or person in lawful possession or control of a private parking
8 lot or private property, the court shall assess court costs against the person
9 requesting such dismissal in an amount not less than five dollars (\$5.00) and not
10 more than fifty dollars (\$50.00) for each complaint so dismissed.
11

12 (k) Every person, upon conviction of a violation of this section, shall, upon first
13 conviction thereof, be punished by a fine not less than five dollars (\$5.00), or by
14 imprisonment of not more than five (5) days, or by both such fine and
15 imprisonment. Upon a second conviction of a violation of this section within one
16 (1) year of a prior conviction, the punishment shall be a fine of not less than ten
17 dollars (\$10.00), or imprisonment of not more than ten (10) days, or both such
18 fine and imprisonment. Upon a third and for each subsequent conviction of a
19 violation of this section within one (1) year from a prior conviction, the
20 punishment shall be a fine of not less than twenty dollars (\$20.00), or
21 imprisonment for not more than twenty (20) days, or both such fine and
22 imprisonment.
23

24 Section 1412 of the adopted code is amended so as to read as follows:
25

26 **1412. Operation Of Bicycles And Other Human-Powered Vehicles.**
27

28 (1) Every person riding a bicycle or electrical assisted bicycle shall have all of the
29 rights and duties applicable to the driver of any other vehicle under this Code,
30 except as to special regulations in this Code and except as to those provisions
31 which by their nature can have no application. Said riders shall comply with the
32 rules set forth in this section and section 221, and, when using streets and
33 highways within the Town, shall be subject to local ordinances regulating the
34 operation of bicycles and electrical assisted bicycles as provided in section 111.
35

36 (2) [Deleted].

37 (3) No bicycle or electrical assisted bicycle shall be used to carry more persons at
38 one time than the number for which it is designed or equipped.

39 (4) No person riding upon any bicycle or electrical assisted bicycle shall attach
40 the same or himself or herself to any motor vehicle upon a roadway.

41 (5) (a) Any person operating a bicycle or an electrical assisted bicycle upon a
42 roadway at less than the normal speed of traffic shall ride in the right-hand lane,
43 subject to the following conditions:

44 (I) If the right-hand lane then available for traffic is wide enough to be safely
45 shared with overtaking vehicles, a bicyclist shall ride far enough to the right as
46 judged safe by the bicyclist to facilitate the movement of such overtaking vehicles
unless other conditions make it unsafe to do so.

1 (II) A bicyclist may use a lane other than the right-hand lane when:
2 (A) Preparing for a left turn at an intersection or into a private roadway or
3 driveway;
4 (B) Overtaking a slower vehicle; or
5 (C) Taking reasonably necessary precautions to avoid hazards or road conditions.
6 (III) Upon approaching an intersection where right turns are permitted and there is
7 a dedicated right-turn lane, a bicyclist may ride on the left-hand portion of the
8 dedicated right-turn lane even if the bicyclist does not intend to turn right.
9 (b) A bicyclist shall not be expected or required to:
10 (I) Ride over or through hazards at the edge of a roadway, including but not
11 limited to fixed or moving objects, parked or moving vehicles, bicycles,
12 pedestrians, animals, surface hazards, or narrow lanes; or
13 (II) Ride without a reasonable safety margin on the right-hand side of the
14 roadway.
15 (c) A person operating a bicycle or an electrical assisted bicycle upon a one-way
16 roadway with two or more marked traffic lanes may ride as near to the left-hand
17 curb or edge of such roadway as judged safe by the bicyclist, subject to the
18 following conditions:
19 (I) If the left-hand lane then available for traffic is wide enough to be safely
20 shared with overtaking vehicles, a bicyclist shall ride far enough to the left as
21 judged safe by the bicyclist to facilitate the movement of such overtaking vehicles
22 unless other conditions make it unsafe to do so.
23 (II) A bicyclist shall not be expected or required to:
24 (A) Ride over or through hazards at the edge of a roadway, including but not
25 limited to fixed or moving objects, parked or moving vehicles, bicycles,
26 pedestrians, animals, surface hazards, or narrow lanes; or
27 (B) Ride without a reasonable safety margin on the left-hand side of the roadway.
28 (6)(a) Persons riding bicycles or electrical assisted bicycles upon a roadway shall
29 not ride more than two abreast except on paths or parts of roadways set aside for
30 the exclusive use of bicycles.
31 (b) Persons riding bicycles or electrical assisted bicycles two abreast shall not
32 impede the normal and reasonable movement of traffic and, on a laned roadway,
33 shall ride within a single lane.
34 (7) A person operating a bicycle or electrical assisted bicycle shall keep at least
35 one hand on the handlebars at all times.
36 (8)(a) A person riding a bicycle or electrical assisted bicycle intending to turn left
37 shall follow a course described in sections 901(1), 903, and 1007 or may make a
38 left turn in the manner prescribed in paragraph (b) of this subsection (8).
39 (b) A person riding a bicycle or electrical assisted bicycle intending to turn left
40 shall approach the turn as closely as practicable to the right-hand curb or edge of
41 the roadway. After proceeding across the intersecting roadway to the far corner of
42 the curb or intersection of the roadway edges, the bicyclist shall stop, as much as
43 practicable, out of the way of traffic. After stopping, the bicyclist shall yield to
44 any traffic proceeding in either direction along the roadway that the bicyclist had
45 been using. After yielding and complying with any official traffic control device
46 or police officer regulating traffic on the highway along which the bicyclist

1 intends to proceed, the bicyclist may proceed in the new direction.

2 (c) Notwithstanding the provisions of paragraphs (a) and (b) of this subsection (8)
3 any authorized employee of the Town may cause official traffic control devices to
4 be placed on roadways and thereby require and direct that a specific course be
5 traveled.

6 (9)(a) Except as otherwise provided in this subsection (9), every person riding a
7 bicycle or electrical assisted bicycle shall signal the intention to turn or stop in
8 accordance with section 903; except that a person riding a bicycle or electrical
9 assisted bicycle may signal a right turn with the right arm extended horizontally.

10 (b) A signal of intention to turn right or left when required shall be given
11 continuously during not less than the last one hundred feet traveled by the bicycle
12 or electrical assisted bicycle before turning and shall be given while the bicycle or
13 electrical assisted bicycle is stopped waiting to turn. A signal by hand and arm
14 need not be given continuously if the hand is needed in the control or operation of
15 the bicycle or electrical assisted bicycle.

16 (10)(a) A person riding a bicycle or electrical assisted bicycle upon and along a
17 sidewalk or pathway or across a roadway upon and along a crosswalk shall yield
18 the right-of-way to any pedestrian and shall give an audible signal before
19 overtaking and passing such pedestrian. A person riding a bicycle in a crosswalk
20 shall do so in a manner that is safe for pedestrians.

21 (b) A person shall not ride a bicycle or electrical assisted bicycle upon and along a
22 sidewalk or pathway or across a roadway upon and along a crosswalk where such
23 use of bicycles or electrical assisted bicycles is prohibited by official traffic
24 control devices or local ordinances. A person riding a bicycle or electrical assisted
25 bicycle shall dismount before entering any crosswalk where required by official
26 traffic control devices or local ordinances.

27 (c) A person riding or walking a bicycle or electrical assisted bicycle upon and
28 along a sidewalk or pathway or across a roadway upon and along a crosswalk
29 shall have all the rights and duties applicable to a pedestrian under the same
30 circumstances, including, but not limited to, the rights and duties granted and
31 required by section 802.

32 (11)(a) A person may park a bicycle or electrical assisted bicycle on a sidewalk
33 unless prohibited or restricted by an official traffic control device or local
34 ordinance.

35 (b) A bicycle or electrical assisted bicycle parked on a sidewalk shall not impede
36 the normal and reasonable movement of pedestrian or other traffic.

37 (c) A bicycle or electrical assisted bicycle may be parked on the road at any angle
38 to the curb or edge of the road at any location where parking is allowed.

39 (d) A bicycle or electrical assisted bicycle may be parked on the road abreast of
40 another such bicycle or bicycles near the side of the road or any location where
41 parking is allowed in such a manner as does not impede the normal and
42 reasonable movement of traffic.

43 (e) In all other respects, bicycles or electrical assisted bicycles parked anywhere
44 on a highway shall conform to the provisions of part 12 of this Code regulating
45 the parking of vehicles.

1 (12) (a) A person riding a bicycle or electrical assisted bicycle and approaching an
2 intersection of a roadway with a stop sign shall slow down and, if required for
3 safety, stop before entering the intersection. If a stop is not required for safety, the
4 person shall slow to a reasonable speed and yield the right-of-way to any traffic or
5 pedestrian in or approaching the intersection. After the person has slowed to a
6 reasonable speed and yielded the right-of-way if required, the person may
7 cautiously make a turn or proceed through the intersection without stopping.

8 (b) A person riding a bicycle or electrical assisted bicycle and approaching an
9 intersection of a roadway with an illuminated red traffic control signal shall stop
10 before entering the intersection and shall yield to all other traffic and pedestrians.
11 Once the person has yielded, the person may cautiously proceed in the same
12 direction through the intersection or make a right-hand turn. When a red traffic
13 control signal is illuminated, a person shall not proceed through the intersection or
14 turn right if an oncoming vehicle is turning or preparing to turn left in front of the
15 person.

16 (c) A person riding a bicycle or electrical assisted bicycle approaching an
17 intersection of a roadway with an illuminated red traffic control signal may make
18 a left-hand turn only if turning onto a one-way street and only after stopping and
19 yielding to other traffic and pedestrians. However, a person shall not turn left if a
20 vehicle is traveling in the same direction as the person and the vehicle is turning
21 or preparing to turn left. If the person is not turning left onto a one-way street, the
22 person shall not make a left-hand turn at an intersection while a red traffic control
23 signal is illuminated.

24 (13)(a) Any person who violates any provision of this section commits an
25 infraction; and section 42-2-127, C.R.S. shall not apply.

26 (b) Any person riding a bicycle or electrical assisted bicycle who violates any
27 provision of this Code other than this section which is applicable to such a vehicle
28 and for which a penalty is specified shall be subject to the same specified penalty
29 as any other vehicle; except that section 42-2-127, C.R.S. shall not apply.

30 (14) Upon request, the Town's police department shall complete a report
31 concerning an injury or death incident that involves a bicycle or electrical assisted
32 bicycle on the roadways of the Town, even if such accident does not involve a
33 motor vehicle.

34 (15) A person shall not operate an electrical assisted bicycle on any town-owned
35 recreational pathway within the corporate limits of the Town; provided, however,
36 that it is not unlawful for a person to operate a class 1 electrical assisted bicycle
37 on any town-owned paved recreational pathway within the corporate limits of the
38 Town.

39 (16) (a) A person under sixteen years of age shall not operate a class 3 electrical
40 assisted bicycle upon any street, highway, or any town-owned recreational path
41 within a street or highway within the corporate limits of the Town; except that a
42 person under sixteen years of age may ride as a passenger on a class 3 electrical
43 assisted bicycle that is designed to accommodate passengers.

44 (b) A person shall not operate or ride as a passenger on a class 3 electrical assisted
45 bicycle unless:

- 1 (i) each person under eighteen years of age is wearing a protective helmet of a
- 2 type and design manufactured for use by operators of bicycles;
- 3 (ii) the protective helmet conforms to the design and specifications set forth by
- 4 the united states consumer product safety commission or the American society for
- 5 testing and materials; and
- 6 (iii) the protective helmet is secured properly on the person’s head with a chin
- 7 strap while the class 3 electrical assisted bicycle is in motion.
- 8 (c) a violation of subsection (16)(b) of this section does not constitute negligence
- 9 or negligence per se in the context of any civil personal injury claim or lawsuit
- 10 seeking damages.

11 As used in this Section 1412:

- 12
- 13
- 14 (A) "Town-owned recreational pathway" includes both the approximately 3.6
- 15 miles of the recreational pathway commonly known as the "Blue River Recpath"
- 16 lying within the corporate limits of the Town, as well as all other town-owned and
- 17 maintained recreational pathways; and
- 18 (B) "Recreational pathway" means a trail owned and maintained by the Town that
- 19 is used for such recreational purposes as may be authorized by the Town,
- 20 including, without limitation, bicycling, hiking, running, snowshoeing, cross-
- 21 country skiing, and other similar recreational activities. A public street is not a
- 22 recreational path.

23

24 This section does not apply to the use of an electrical assisted bicycle on a town-

25 owned recreational pathway by a person with a disability, if such use is authorized

26 by applicable state or federal law.

27

28 The adopted code is amended by the addition of a new section 1417, to be entitled "Skateboards

29 And In-Line Skates Prohibited On Sidewalks," which shall read as follows:

30

31 **1417. Skateboards And In-Line Skates Prohibited On Sidewalks.** When signs

32 are erected giving notice thereof, no person shall ride a skateboard, in-line skates

33 or a similar device upon a sidewalk.

34

35 The adopted code is amended by the addition of a new section 1418, to be entitled "Operation Of

36 Pedicabs," which shall read as follows:

37

38 **1418. Operation Of Pedicabs Prohibited.** No person shall operate a pedicab on

39 the streets and highways with the Town unless authorized by a special event

40 permit issued pursuant to title 4, chapter 13 of the Town Code.

41

42 The adopted code is amended by the addition of a new section 1419, to be entitled "Operation Of

43 Pedal Busses Prohibited," which shall read as follows:

44

45 **1419. Operation Of Pedal Busses Prohibited.** No person shall operate a pedal

46 bus on the streets and highways with the Town unless authorized by a special

1 event permit issued pursuant to title 4, chapter 13 of the Town Code.

2
3 Part 17 of the adopted code is amended to read as follows:

4
5 **1701. Unlawful To Violate Code.** It is unlawful and a municipal offense for any
6 person to violate any provision of this Code. Such offenses shall be classified as
7 misdemeanor traffic offenses and traffic infractions as provided in section 7-1-6
8 of the Breckenridge town code. Any person determined to have violated any
9 provision of this Code shall be punished as provided in section 7-1-6 of the
10 Breckenridge town code.

11
12 **1702. Automatic Point Reduction -- Authority Of Municipal Judge.** The
13 municipal judge may, in his or her discretion, order that if a person receives a
14 penalty assessment notice for a violation of this Code and such person pays the
15 fine and surcharge for the violation on or before the date the payment is due, the
16 points assessed by the state of Colorado for the violation shall be reduced as
17 follows:

18 (a) For a violation having an assessment of three or more points, the points are
19 reduced by two points; and

20 (b) For a violation having an assessment of two points or less, the points are
21 reduced by one point.

22
23 **1703. Parties To A Crime.** Every person who commits, conspires to commit, or
24 aids or abets in the commission of any declared in this Code to a traffic offense,
25 whether individually or in connection with one or more other persons or as
26 principal, agent, or accessory, is guilty of such offense or liable for such offense,
27 and every person who falsely, fraudulently, forcibly, or willfully induces, causes,
28 coerces, requires, permits, or directs another to violate any provision of this Code
29 is likewise guilty of such offense or liable for such offense.

30
31 **1704. Offenses By Persons Controlling Vehicles.** It is unlawful for the owner of
32 any other person employing or otherwise directing the driver of any vehicle to
33 require or knowingly permit the operation of such vehicle upon a highway in any
34 manner contrary to law or this Code.

35
36 **1705. Person Arrested To Be Taken Before Proper Court.**

37
38 (1) Whenever a person is arrested for any misdemeanor traffic offense, the
39 arrested person shall be taken without unnecessary delay before the municipal
40 judge in any of the following cases:

41 (a) When a person arrested demands an appearance without unnecessary delay
42 before a judge;

43 (b) When the person is arrested and charged with an offense under this Code
44 causing or contributing to an accident resulting in injury or death to any person;

45 (c) In any other event when the provisions of this part 17 apply and the person

1 arrested refuses to give his or her written promise to appear in court as provided
2 in section 1707.

3 (2) Whenever any person is arrested by a police officer for any misdemeanor
4 traffic offense and is not required to be taken before the municipal judge as
5 provided in subsection (1) of this section, the arrested person shall, in the
6 discretion of the officer, either be given a written notice or summons to appear in
7 Municipal Court as provided in section 1707 or be taken without unnecessary
8 delay before the municipal judge when the arrested person does not furnish
9 satisfactory evidence of identity or when the officer has reasonable and probable
10 grounds to believe the person will disregard a written promise to appear in court.
11 The Municipal Court shall provide a bail bond schedule and available personnel
12 to accept adequate security for such bail bonds.
13

14 **1706. Juveniles - Convicted - Arrested And Incarcerated - Provisions For**
15 **Confinement.** Pursuant to section 13-10-113(5), C.R.S., and notwithstanding any
16 other provision of law, a child, as defined in section 19-1-103(18), C.R.S.,
17 arrested for an alleged misdemeanor traffic offense, convicted of violating a
18 misdemeanor traffic offense, or probation conditions imposed by a Municipal
19 Court, or found in contempt of court in connection with a violation or alleged
20 violation of a misdemeanor traffic offense, shall not be confined in a jail, lockup,
21 or other place used for the confinement of adult offenders but may be held in a
22 juvenile detention facility operated by or under contract with the department of
23 human services or a temporary holding facility operated by or under contract with
24 the Town that shall receive and provide care for such child. The Municipal Court
25 in imposing penalties for violation of probation conditions imposed by such court
26 or for contempt of court in connection with a violation or alleged violation of a
27 town ordinance may confine a child pursuant to section 19-2-508, C.R.S., for up
28 to forty-eight hours in a juvenile detention facility operated by or under contract
29 with the department of human services. In imposing any jail sentence upon a
30 juvenile for violating any town ordinance when the Municipal Court has
31 jurisdiction over the juvenile pursuant to section 19-2-104(1)(a)(II), C.R.S., the
32 Municipal Court does not have the authority to order a child under eighteen years
33 of age to a juvenile detention facility operated or contracted by the department of
34 human services.
35

36 **1707. Summons And Complaint Or Penalty Assessment Notice For Traffic**
37 **Offenses - Release - Registration.**
38

39 (1) Whenever a person commits a violation of this Code other than a violation for
40 which a penalty assessment notice may be issued in accordance with the
41 provisions of this Code and C.M.C.R., and such person is not required by the
42 provisions of section 1705 to be arrested and taken without unnecessary delay
43 before a municipal judge, the peace officer may issue and serve upon the
44 defendant a summons and complaint which shall contain the name and address of
45 the defendant, the license number of the vehicle involved, if any, the number of
46 the defendant's driver's license, if any, a citation of the statute alleged to have

1 been violated, a brief description of the offense, the date and approximate location
2 thereof, and the date the summons and complaint is served on the defendant; shall
3 direct the defendant to appear in a specified court at a specified time and place;
4 shall be signed by the peace officer; and shall contain a place for the defendant to
5 execute a written promise to appear at the time and place specified in the
6 summons portion of the summons and complaint.

7 (2) If a peace officer issues and serves a summons and complaint to appear in
8 Municipal Court upon the defendant as described in subsection (1) of this section,
9 any defect in form in such summons and complaint regarding the name and
10 address of the defendant's driver's license, if any, the date and approximate
11 location thereof, and the date the summons and complaint is served on the
12 defendant may be cured by amendment at any time prior to trial or any time
13 before verdict or findings upon an oral motion by the prosecuting attorney after
14 notice to the defendant and an opportunity for a hearing. No such amendment
15 shall be permitted if substantial rights of the defendant are prejudiced. No
16 summons and complaint shall be considered defective so as to be cause for
17 dismissal solely because of a defect in form in such summons and complaint as
18 described in this subsection (2).

19 (3) (a) Whenever a penalty assessment notice for a municipal offense is issued
20 pursuant to this Code, the penalty assessment notice which shall be served upon
21 the defendant by the peace officer shall contain the name and address of the
22 defendant, the license number of the vehicle involved, if any, the number of the
23 defendant's driver's license, if any, a citation of the code section alleged to have
24 been violated, a brief description of the offense, the date and approximate location
25 thereof, the amount of the penalty prescribed for such offense, the amount of
26 surcharge thereon, if any, the number of points, if any, prescribed for such offense
27 pursuant to section 42-2-127, C.R.S., and the date the penalty assessment notice is
28 served on the defendant; shall direct the defendant to appear in the Town's
29 Municipal Court at a specified time and place in the event such penalty thereon
30 are not paid; shall be signed by the peace officer; and shall contain a place for
31 such defendant to elect to execute a signed acknowledgement of guilt and an
32 agreement to pay the penalty prescribed thereon within twenty days, as well as
33 such other information as may be required by town ordinance and C.M.C.R. to
34 constitute such penalty assessment notice to be a summons and complaint, should
35 the prescribed penalty thereon not be paid within the time allowed by ordinance
36 or court order.

37 (b) One copy of said penalty assessment notice shall be served upon the defendant
38 by the peace officer and one copy sent to the clerk of the Municipal Court.

39 (4) (a) The time specified in the summons portion of said summons and complaint
40 must be at least twenty days after the date such summons and complaint is served,
41 unless the defendant shall demand an earlier court appearance date.

42 (b) The time specified in the summons portion of said penalty assessment notice
43 shall be at least thirty days but not more than ninety days after the date such
44 penalty assessment notice is served, unless the defendant shall demand an earlier
45 court appearance date.

1 (5) The place specified in the summons portion of said summons and complaint or
2 of the penalty assessment shall be the office of the Municipal Court clerk, 150 Ski
3 Hill Road, in the Town.

4 (6) If the defendant is otherwise eligible to be issued a summons and complaint or
5 a penalty assessment notice for a violation of this Code, and if the defendant does
6 not possess a valid Colorado driver's license, the defendant, in order to secure
7 release, as provided in this section, must either consent to be taken by the officer
8 to the nearest mailbox and to mail the amount of the penalty thereon to the clerk
9 of the Municipal Court or must execute a promise to appear in court on the
10 penalty assessment notice or on the summons and complaint. If the defendant
11 does possess a valid Colorado driver's license, the defendant shall not be required
12 to execute a promise to appear on the penalty assessment notice or on the
13 summons and complaint.
14

15 **1708. Traffic Infraction Procedures.** The procedures set forth in section 1-8-12
16 of the Breckenridge town code shall be followed in connection with the
17 processing of traffic infractions.
18

19 **1709. Burden Of Proof - Appeals.**

20
21 (1) The burden of proof shall be upon the people, and the court shall enter
22 judgment in favor of the defendant unless the people prove the liability of
23 defendant beyond a reasonable doubt.

24 (2) Appeals from the Town's Municipal Court shall be in accordance with rule
25 237, C.M.C.R.
26

27 **1710. Penalty Assessment Notice For Traffic Offenses - Violations Of**
28 **Provisions By Officer - Driver's License.**

29
30 (1) Whenever a penalty assessment notice for a traffic offense is issued pursuant
31 to this Code, the penalty assessment notice which shall be served upon the
32 defendant by the peace officer shall contain the name and address of the
33 defendant, the license number of the vehicle involved, if any, the number of the
34 defendant's driver's license, if any, a citation of the portion of this Code alleged
35 to have been violated, a brief description of the traffic offense, the date and
36 approximate location thereof, the amount of the penalty prescribed for such traffic
37 infraction, the amount of the surcharge thereon pursuant to section 24-4.2-109,
38 C.R.S., the number of points, if any, prescribed for such traffic infraction pursuant
39 to section 42-2-127, C.R.S., and the date the penalty assessment notice is served
40 upon the defendant; shall direct the defendant to appear in the Municipal Court at
41 a specified time and place in the event such penalty and surcharge thereon is not
42 paid; shall be signed by the peace officer; and shall contain a place for the
43 defendant to elect to execute a signed acknowledgment of liability and an
44 agreement to pay the penalty prescribed and surcharge thereon within twenty
45 days, as well as such other information as may be required by law to constitute
46 such penalty assessment notice to be a summons and complaint, should the

1 prescribed penalty and surcharge thereon not be paid within the time allowed or
2 set by ordinance or court order.

3 (2) One copy of said penalty assessment notice shall be served upon the defendant
4 by the peace officer and one copy sent to the supervisor of the motor vehicle
5 division and such other copies sent as may be required by rule or regulation of the
6 motor vehicle division to govern the internal administration of the state traffic
7 laws between the motor vehicle division and the Colorado state patrol.

8 (3) The time period specified in the summons portion of said penalty assessment
9 notice must be at least thirty days but not more than ninety days after the date
10 such penalty assessment notice is served, unless the defendant shall demand an
11 earlier hearing.

12 (4) The place specified in the summons portion of said penalty assessment notice
13 shall be the Municipal Court.

14 (5) Whenever the defendant refuses to accept service of the penalty assessment
15 notice, tender of such notice by the peace officer to the defendant shall constitute
16 service thereof upon the defendant.

17
18 **1711. Failure To Pay Penalty – Procedures.**

19
20 (1) Unless a person who has been cited for a misdemeanor traffic offense or
21 traffic infraction pays the penalty assessment as provided in this Code and the
22 surcharge thereon, if any, such person shall appear at a hearing on the date and
23 time specified in the citation and answer the complaint against such person. It is
24 unlawful and a separate misdemeanor traffic offense for any person to violate his
25 or her written promise to appear given to a police officer upon arrest or issuance
26 of a summons or penalty assessment notice for any violation of this Code.

27 (2) If the defendant answers that he or she is guilty or if the defendant fails to
28 appear for the hearing, judgment shall be entered against the defendant.

29 (3) If the defendant denies the allegations in the complaint, a final hearing on the
30 complaint shall be held subject to the applicable provisions of the Colorado
31 Municipal Court rules of procedure regarding a speedy trial. If the defendant is
32 found guilty or liable at such final hearing or if the defendant fails to appear for a
33 final hearing, judgment shall be entered against the defendant.

34 (4) If judgment is entered against a defendant, the defendant shall be assessed an
35 appropriate penalty and surcharge thereon. If the defendant had been cited by a
36 penalty assessment notice, the penalty shall be assessed pursuant to section 1701.
37 If a penalty assessment notice is prohibited by section 1705(1), the penalty shall
38 be assessed pursuant to section 1701.

39
40 **1712. Compliance With Promise To Appear.** A written promise to appear in
41 court may be complied with by an appearance by counsel.

42
43 **1713. Procedure Prescribed Not Exclusive.** The foregoing provisions of this
44 Code shall govern all police officers in making arrests without a warrant for
45 misdemeanor traffic offenses or issuing citations or penalty assessment notices for
46 misdemeanor traffic offense violations of this Code, for misdemeanor traffic

1 offenses or traffic infractions committed in their presence, but the procedures
2 prescribed in this Code shall not otherwise be exclusive of any other method
3 prescribed by law for the arrest or prosecution of a person for an offense or
4 infraction of like grade.

5
6 **1714. Conviction Record Inadmissible In Civil Action.** Except as provided in
7 section 42-2-201 to 42-2-208, C.R.S., no record of the conviction of any person
8 for any violation of this Code shall be admissible as evidence in any court in any
9 civil action.

10
11 **1715. Traffic Violation Not To Affect Credibility Of Witness.** The conviction
12 of a person upon a charge of violating any provision of this Code or other traffic
13 regulation less than a felony shall not affect or impair the credibility of such
14 person as a witness in any civil or criminal proceeding.

15
16 **1716. Convictions, Judgment, And Charges Recorded - Public Records.**

17
18 (1) The municipal judge and the clerk of the Municipal Court shall keep a full
19 record of every case in which a person is charged with any violation of this Code
20 or any other law regulating the operation of vehicles on highways.

21 (2) Within ten days after the entry of a judgment, conviction, or forfeiture of bail
22 of a person upon a charge of violating any provision of this Code or other law
23 regulating the operation of vehicles on highways, the municipal judge or the clerk
24 of the Municipal Court shall prepare and immediately forward to the motor
25 vehicle division of the department of revenue an abstract of the record of said
26 court covering every case in which said person had a judgment entered against
27 him or her, was so convicted, or forfeited bail, which abstract must be certified by
28 the person so required to prepare the same to be true and correct.

29 (3) Said abstract must be made upon a form furnished by the department of
30 revenue and shall include the name, address, and driver's license number of the
31 party charged, the registration number of the vehicle involved, the nature of the
32 offense, the date of hearing, the plea, the judgment or whether bail forfeited, and
33 the amount of the fine or forfeiture as the case may be.

34
35 **1717. Notice To Appear Or Pay Fine – Failure To Appear – Penalty.**

36
37 (1) For the purposes of this part 17, tender by a police officer of the summons and
38 complaint or penalty assessment notice to a defendant charged with a traffic
39 infraction who refuses to accept the same shall constitute notice to the defendant
40 to appear in Municipal Court at the time specified on such summons or to pay the
41 required fine and surcharge thereon. If a defendant refuses to accept a penalty
42 assessment notice for a designated misdemeanor traffic offense, the police officer
43 may issue and serve the defendant a summons and complaint or may arrest the
44 defendant.

45 (2) It shall be unlawful and a misdemeanor offense for a person to violate his or

1 her written promise to appear in court given to an officer upon arrest or issuance
2 of a summons or penalty assessment notice for any violation of this Code.

3
4 **1718. Conviction - Attendance At Driver Improvement School.** Whenever a
5 person has been convicted of violating any provision of this Code or other law
6 regulating the operation of vehicles on highways, the court, in addition to the
7 penalty provided for the violation or as a condition of either the probation or the
8 suspension of all or any portion of any fine or sentence of imprisonment for a
9 violation other than a traffic infraction, may require the defendant, at his own
10 expense, if any, to attend and satisfactorily complete a course of instruction at any
11 designated driver improvement school providing instruction in the traffic laws of
12 this state, instruction in recognition of hazardous traffic situations, and instruction
13 in traffic accident prevention. Unless otherwise provided by law, such school
14 shall be approved by the court.

15
16 **1719. Notice On Illegally Parked Vehicle; Authority Of Parking Enforcement
17 Operator To Enforce Certain Parking Laws.**

18
19 A. Whenever any motor vehicle is found parked or stopped in violation of any of
20 the restrictions imposed by this Code, the officer finding such vehicle shall take
21 its registration number and may take any other information displayed on the
22 vehicle which may identify its user if the driver of the vehicle is not present, and
23 shall conspicuously affix to such vehicle a penalty assessment notice directing the
24 driver thereof to respond to and answer the charge against him at a place and at a
25 time specified in said notice.

26 B. (1) The Town's parking enforcement operator shall have the power to enforce
27 all of the restrictions imposed by Part 12 of the Town's Model Traffic Code
28 (concerning the parking of motor vehicles) as adopted by reference and amended
29 in Chapter 1 of Title 7 of this Code, except for Section 1208 of the Town's Model
30 Traffic Code concerning parking privileges for persons with disabilities, which
31 the Town's parking enforcement operator is not authorized to enforce.

32 (2) Whenever any motor vehicle is found parked or stopped in violation of any of
33 the restrictions imposed by this Code that the parking enforcement operator is
34 authorized to enforce pursuant to subsection (1) of this section, the parking
35 enforcement operator shall take such vehicle's registration number and may take
36 any other information displayed on the vehicle which may identify its user if the
37 driver of the vehicle is not present, and shall conspicuously affix to such vehicle a
38 penalty assessment notice directing the driver thereof to respond to and answer
39 the charge against him at a place and at a time specified in said notice.

40 **1720. Failure To Comply With Notice On Parked Vehicle.** If the driver or
41 owner of an unattended motor vehicle charged with an apparent violation of the
42 restrictions on stopping, standing or parking under this Code does not respond
43 within the time specified to a penalty assessment notice affixed to such vehicle, as
44 provided in section 1718, by appearance and payment at the office of the
45 Municipal Court clerk, or by mailing payment by means of the United States mail,
46 or by other disposition of the charge as provided by law, the Town shall send

1 another notice by mail to the registered owner of the vehicle to which the original
2 notice was affixed, warning such owner that in the event such notice is
3 disregarded for a period of twenty (20) days from the date of mailing, a complaint
4 will be filed. If the applicable penalty or fine is not paid within such twenty day
5 period, a summons and complaint shall be filed with the Municipal Court and
6 served upon the registered owner of the vehicle directing such owner to appear at
7 a time and place specified as in the case of other municipal offenses. It is unlawful
8 and a separate misdemeanor traffic offense for a person to fail to respond to a
9 summons and complaint served pursuant to this section.

10 **1721. Presumption In Reference To Illegal Parking.** In a prosecution charging
11 a violation of any provision of this Code pertaining to the stopping, standing or
12 parking of a vehicle, proof that the particular vehicle described in the complaint
13 was parked in violation of any such regulation, together with proof that the
14 defendant named in the complaint was at the time of such parking the registered
15 owner of such vehicle, shall constitute in evidence a prima facie presumption that
16 the registered owner of such vehicle was the person who parked or placed such
17 vehicle at the point where, and for the time during which, such violation occurred.
18

19 7-1-3: DELETIONS: The following provisions of the 2024 edition of the Model Traffic
20 Code for Colorado are declared to be inapplicable to the Town and are therefore expressly
21 deleted:
22

23 Section 505 (Longer Vehicle Combinations)

24 Section 613 (Failure to Pay Toll Established by Regional Transportation Authority)

25 Section 1012 (High Occupancy Vehicle (HOV) and High Occupancy Toll (HOT) Lanes
26

27 Section 1210 (Designated Areas on Private Property for Authorized Vehicles)
28

29
30
31 7-1-4: DEFINITIONS: The definitions set forth in the Appendix of the adopted code
32 entitled "Definitions" are deleted, and replaced with the following definitions
33

34 As used in this Code, unless the context otherwise requires:
35

36 (1) "**Acceleration lane**" means a speed-change lane, including tapered areas, for the purpose of
37 enabling a vehicle entering a roadway to increase its speed to a rate at which it can more safely
38 merge with through traffic.

39 (2) "**Alley**" means a street or highway intended to provide access to the rear or side of lots or
40 buildings in urban areas and not intended for the purpose of through vehicular traffic.

41 (3) "**Appurtenance**" means a piece of equipment that is affixed or attached to a motor vehicle
42 or trailer and is used for a specific purpose or task, including awnings, support hardware, and
43 extractable equipment. "Appurtenance" does not include any item or equipment that is
44 temporarily affixed or attached to the exterior of a motor vehicle for the purpose of transporting
45 such vehicle.

46 (4) "**Authorized emergency vehicle**" means such vehicles of the fire department, police

1 vehicles, ambulances, and other special-purpose vehicles as are publicly owned and operated by
2 or for a governmental agency to protect and preserve life and property in accordance with state
3 laws regulating emergency vehicles; said term also means the following if equipped and operated
4 as emergency vehicles in the manner prescribed by state law:

5 (a) Privately owned vehicles as are designated by the state motor vehicle licensing agency
6 necessary to the preservation of life and property; or
7 (b) Privately owned tow trucks approved by the public utilities commission to respond to vehicle
8 Emergencies.

9 (5) “**Authorized service vehicle**” means such highway or traffic maintenance vehicles as are
10 publicly owned and operated on a highway by or for a governmental agency the function of
11 which requires the use of service vehicle warning lights as prescribed by state law and such other
12 vehicles having a public service function, including, but not limited to, public utility vehicles and
13 tow trucks, as determined by the department of transportation under section 42-4-214(5), C.R.S.
14 Some vehicles may be designated as both an authorized emergency vehicle and an authorized
15 service vehicle.

16 (6) “**Autocycle**” means a three-wheeled motorcycle that does not use handlebars or any other
17 device that is directly connected to a single front wheel to steer and in which the driver and each
18 passenger ride in a fully or partly enclosed seating area that is equipped with safety belts for all
19 occupants that constitute a safety belt system, as defined in section 42-4-237(1)(b), C.R.S. For
20 purposes of this subsection (7.5), “partly enclosed seating area” means a seating area that is
21 entirely or partly surrounded on the sides by the frame or body of a vehicle but is not fully
22 enclosed.

23 (7) “**Automated driving system**” means hardware and software that are collectively capable,
24 without any intervention or supervision by a human operator, of performing all aspects of the
25 dynamic driving task for a vehicle on a part-time or full-time basis, described as levels 4 and 5
26 automation in SAE International’s standard J3016, as it existed in September 2016.

27 (8) “**Automobile**” means any motor vehicle.

28 (9) “**Bicycle**” means a vehicle propelled by human power applied to pedals upon which a
29 person may ride having two tandem wheels or two parallel wheels and one forward wheel, all of
30 which are more than fourteen inches in diameter.

31 (10) “**Bicycle Lane**” means a portion of the roadway that has been designated by striping,
32 signage, or pavement markings for the exclusive use of bicyclists and other authorized users of
33 bicycle lanes. “Bicycle lane” includes an intersection if the bicycle lane is marked on opposite
34 sides of the intersection.

35 (11) “**Block**” has the meaning provided in the Town’s subdivision standards (title 9, chapter 2 of
36 the Town Code).

37 (12) “**Business district**” means the territory contiguous to and including a highway when within
38 any six hundred feet along such highway there are buildings in use for business or industrial
39 purposes, including but not limited to motels, banks, office buildings, railroad stations, and
40 public buildings which occupy at least three hundred feet of frontage on one side or three
41 hundred feet collectively on both sides of the highway.

42 (13) “**Calendar year**” means the twelve calendar months beginning January 1 and ending
43 December 31 of any year.

44 (14) “**Camper coach**” means an item of mounted equipment, weighing more than five hundred
45 pounds, which when temporarily or permanently mounted on a motor vehicle adapts such vehicle
46 for use as temporary living or sleeping accommodations.

- 1 (15) **“Camper trailer”** means a wheeled vehicle having an overall length of less than twenty-six
2 feet, without motive power, which is designed to be drawn by a motor vehicle over the public
3 highways and which is generally and commonly used for temporary living or sleeping
4 accommodations.
- 5 (16) **“C.M.C.R.”** means the Colorado Municipal Court rules of procedure, as amended from
6 time to time.
- 7 (17) **“Code”** or **“Town Traffic Code”** means the Model Traffic Code for Colorado, 2024
8 edition, as adopted and amended by title 7, chapter 1 of the Town Code.
- 9 (18) **“Commercial carrier”** means any owner of a motor vehicle, truck, laden or unladen truck
10 tractor, trailer, or semitrailer used in the business of transporting persons or property over the
11 public highways for profit, hire, or otherwise in any business or commercial enterprise.
- 12 (19) **“Commercial vehicle”** means a vehicle used to transport cargo or passengers for profit,
13 hire, or otherwise to further the purposes of a business or commercial enterprise. This subsection
14 (19) shall not apply for purposes of sections 42-4-235 and 42-4-707(1), C.R.S.
- 15 (20) **“Controlled-access highway”** means every highway, street, or roadway in respect to which
16 owners or occupants of abutting lands and other persons have no legal right of access to or from
17 the same except at such points only and in such manner as may be determined by the public
18 authority having jurisdiction over such highway, street, or roadway.
- 19 (21) **“Convicted”** or **“conviction”** means:
20 (a) A plea of guilty or nolo contendere;
21 (b) A verdict of guilty;
22 (c) An adjudication of delinquency under title 19, C.R.S.;
23 (d) The payment of a penalty assessment under section 42-4-1701, C.R.S., or this Code, if the
24 summons states clearly the points to be assessed for the offense; and
25 (e) As to a holder of a commercial driver’s license as defined in section 42-2-402, C.R.S., or the
26 operator of a commercial motor vehicle as defined in section 42-2-402, C.R.S.:
27 (I) An unvacated adjudication of guilt or a determination by an authorized administrative hearing
28 that a person has violated or failed to comply with the law;
29 (II) An unvacated forfeiture of bail or collateral deposited to secure the person’s appearance in
30 court;
31 (III) The payment of a fine or court cost or violation of a condition of release without bail,
32 regardless of whether or not the penalty is rebated, suspended, or probated; or
33 (IV) A deferred sentence.
- 34 (22) **“Court”** means any Municipal Court, county court, district court, or any court having
35 jurisdiction over offenses against traffic regulations and laws.
- 36 (23) **“Crosswalk”** means that portion of a roadway ordinarily included within the prolongation
37 or connection of the lateral lines of sidewalks at intersections or any portion of a roadway
38 distinctly indicated for pedestrian crossing by lines or other marking on the surface.
- 39 (24) **“Dealer”** means every person engaged in the business of buying, selling, or exchanging
40 vehicles of a type required to be registered under articles 1 to 4 of title 42, C.R.S., and who has
41 an established place of business for such purpose in this state.
- 42 (25) **“Deceleration lane”** means a speed-change lane, including tapered areas, for the purpose of
43 enabling a vehicle that is to make an exit to turn from a roadway to slow to the safe speed on the
44 ramp ahead after it has left the mainstream of faster-moving traffic.
- 45 (26) **“Declared gross vehicle weight”** means the combined weight of the vehicle or
46 combination vehicle and its cargo when operated on the public highways of this state. Such

1 weight shall be declared by the vehicle owner at the time the vehicle is registered. Accurate
2 records shall be kept of all miles operated by each vehicle over the public highways of this state
3 by the owner of each vehicle.

4 (27) **“Department”** means the Department of Revenue of this state acting directly or through its
5 duly authorized officers and agents.

6 (28) **“Divided highway”** means a highway with separated roadways usually for traffic moving
7 in opposite directions, such separation being indicated by depressed dividing strips, raised
8 curbs, traffic islands, or other physical barriers so constructed as to impede vehicular traffic or
9 otherwise indicated by standard pavement markings or other official traffic control devices as
10 prescribed in the state traffic control manual.

11 (29) **“Driver”** means every person, including a minor driver under the age of twenty-one years,
12 who drives or is in actual physical control of a vehicle.

13 (30) (a) **“Dynamic driving task”** means all of the following aspects of driving:

14 (I) Operational aspects, including steering, braking, accelerating, and monitoring the vehicle and
15 the roadway; and

16 (II) Tactical aspects, including responding to events, determining when to change lanes, turning,
17 using signals, and other related actions.

18 (b) **“Dynamic driving task”** does not include strategic aspects, including determining destinations
19 or way points, of driving.

20 (31) **“Electrical assisted bicycle”** means a vehicle having three wheels and fully operable
21 pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical
22 assisted bicycles are further required to conform to one of three classes as follows:

23 (a) **“Class 1 electrical assisted bicycle”** means an electrical assisted bicycle equipped with a
24 motor that provides assistance only when the rider is pedaling and that ceases to provide
25 assistance when the bicycle reaches a speed of twenty miles per hour.

26 (b) **“Class 2 electrical assisted bicycle”** means an electrical assisted bicycle equipped with a
27 motor that provides assistance regardless of whether the rider is pedaling but ceases to provide
28 assistance when the bicycle reaches a speed of twenty miles per hour.

29 (c) **“Class 3 electrical assisted bicycle”** means an electrical assisted bicycle equipped with a
30 motor that provides assistance only when the rider is pedaling and that ceases to provide
31 assistance when the bicycle reaches a speed of twenty-eight miles per hour.

32 (32) **“Electric personal assistive mobility device”** or **“EPAMD”** means a self-balancing,
33 nontandem two-wheeled device, designed to transport only one person, that is powered solely by
34 an electric propulsion system producing an average power output of no more than seven hundred
35 fifty watts.

36 (33) **“Empty weight”** means the weight of any motor vehicle or trailer or any combination
37 thereof, including the operating body and accessories, as determined by weighing on a scale
38 approved by the department.

39 (34) **“Farm tractor”** means every implement of husbandry designed and used primarily as a
40 farm implement for drawing plows and mowing machines and other implements of husbandry.

41 (35) **“Garage”** means any public building or place of business for the storage or repair of
42 automobiles.

43 (36) **“Golf car”** means a self-propelled vehicle not designed primarily for operation on
44 roadways and that has:

45 (a) A design speed of less than twenty miles per hour;

46 (b) At least three wheels in contact with the ground;

- 1 (c) An empty weight of not more than one thousand three hundred pounds; and
 2 (d) A carrying capacity of not more than four persons.
- 3 (37) **“Highway”** means the entire width between the boundary lines of every way publicly
 4 maintained when any part thereof is open to the use of the public for purposes of vehicular travel
 5 or the entire width of every way declared to be a public highway by any law of this state.
- 6 (38) **“Human operator”** means a natural person in the vehicle with immediate access to
 7 controls for steering, braking, and acceleration.
- 8 (39) **“Immediate family”** means a person who is related by blood, marriage, or adoption.
- 9 (40) **“Implement of husbandry”** means every vehicle that is designed, adapted, or used for
 10 agricultural purposes. It also includes equipment used solely for the application of liquid,
 11 gaseous, and dry fertilizers. Transportation of fertilizer, in or on the equipment used for its
 12 application, shall be deemed a part of application if it is incidental to such application. It also
 13 includes hay balers, hay stacking equipment, combines, tillage and harvesting
 14 equipment, agricultural commodity handling equipment, and other heavy movable farm
 15 equipment primarily used on farms or in a livestock production facility and not on the highways.
 16 Trailers specially designed to move such equipment on highways shall be considered as
 17 component parts of such implements of husbandry. “Implements of husbandry” includes
 18 personal property valued by the county assessor as silvicultural.
- 19 (41) **“Infraction”** or **“Traffic Infraction”** means a civil (non-criminal) traffic offense of this
 20 Code as described in section 7-1-6 of the Town Code.
- 21 (42) **“In-Line Skates”** means a shoe with a set of wheels attached in a straight line commonly
 22 used for skating over a flat surface.
- 23 (43) **“Intersection”** means the area embraced within the prolongation of the lateral curb lines or,
 24 if none, then the lateral boundary lines of the roadways of two highways which join one another
 25 at, or approximately at, right angles, or the area within which vehicles traveling upon different
 26 highways joining at any other angle may come in conflict. Where a highway includes two
 27 roadways thirty feet or more apart, every crossing of each roadway of such divided highway by
 28 an intersecting highway shall be regarded as a separate intersection. In the event such
 29 intersecting highway also includes two roadways thirty feet or more apart, every crossing of two
 30 roadways of such highways shall be regarded as a separate intersection. The junction of an alley
 31 with a street or highway does not constitute an intersection.
- 32 (44) **“Lane”** means the portion of a roadway for the movement of a single line of vehicles.
- 33 (45) **“Laned highway”** means a highway the roadway of which is divided into two or more
 34 clearly marked lanes for vehicular traffic.
- 35 (46) **“Lien”** means a security interest in a motor or off-highway vehicle under article 9 of title
 36 4, C.R.S., and title 42, C.R.S.
- 37 (47) **“Local authorities”** means every county, municipal, and other local board or body having
 38 authority to adopt local police regulations under the constitution and laws of this state.
- 39 (48) (a) **“Low-power scooter”** means a self-propelled vehicle designed primarily for use on
 40 the roadways with not more than three wheels in contact with the ground, no manual clutch, and
 41 either of the following:
 42 (I) A cylinder capacity not exceeding fifty cubic centimeters if powered by internal combustion;
 43 or
 44 (II) A wattage not exceeding four thousand four hundred seventy-six if powered by electricity.
 45 (b) **“Low-power scooter”** shall not include a toy vehicle, bicycle, electrical assisted bicycle,

1 wheelchair, or any device designed to assist mobility-impaired people who use pedestrian rights-
2 of-way.

3 (49) **“Low-speed electric vehicle”** means a vehicle that:
4 (a) Is self-propelled utilizing electricity as its primary propulsion method;
5 (b) Has at least three wheels in contact with the ground;
6 (c) Does not use handlebars to steer; and
7 (d) Exhibits the manufacturer’s compliance with 49 CFR 565 or displays a seventeen-character
8 vehicle identification number as provided in 49 CFR 565.

9 (50) **“Manufactured home”** means any preconstructed building unit or combination of
10 preconstructed building units, without motive power, where such unit or units are manufactured
11 in a factory or at a location other than the residential site of the completed home, which is
12 designed and commonly used for occupancy by persons for residential purposes, in either
13 temporary or permanent locations, and which unit or units are not licensed as a vehicle.

14 (51) **“Manufacturer”** means any person, firm, association, corporation, or trust, whether
15 resident or nonresident, who manufactures or assembles new and unused motor vehicles of a
16 type required to be registered under articles 1 to 4, C.R.S.

17 (52) **“Markings”** means all lines, patterns, words, colors, or other devices, except signs, set into
18 the surface of, applied upon, or attached to the pavement or curbing or to objects within or
19 adjacent to the roadway, conforming to the state traffic control manual and officially placed for
20 the purpose of regulating, warning, or guiding traffic.

21 (53) **“Metal tires”** means all tires the surface of which in contact with the highway is wholly or
22 partly of metal or other hard, nonresilient material.

23 (54) **“Misdemeanor,” “Misdemeanor Traffic Offense” or “Criminal Traffic Offense”** means
24 a criminal (non-infraction) violation of this Code as described in section 7-1-7 of the Town
25 Code.

26 (55) **“Motorcycle”** means an auticycle or a motor vehicle that uses handlebars or any other
27 device connected to the front wheel to steer and that is designed to travel on not more than three
28 wheels in contact with the ground, except that the term does not include a farm tractor, low-speed
29 electric vehicle, or low-power scooter.

30 (56) **“Motor home”** means a vehicle designed to provide temporary living quarters and which is
31 built into, as an integral part of or a permanent attachment to, a motor vehicle chassis or van.

32 (57) **“Motor vehicle”** means any self-propelled vehicle that is designed primarily for travel on
33 the public highways and that is generally and commonly used to transport persons and property
34 over the public highways or a low-speed electric vehicle. The term does not include
35 electrical assisted bicycles, low-power scooters, wheelchairs, or vehicles moved solely by human
36 power. For the purposes of the offense described in section 1401, farm tractors and off-highway
37 vehicles operated on streets and highways within the Town, “motor vehicle” includes a farm
38 tractor or an off-highway vehicle that is not otherwise classified as a motor vehicle.

39 (58) **“Mounted equipment”** means any item weighing more than five hundred pounds that is
40 permanently mounted on a vehicle, including mounting by means such as welding or bolting the
41 equipment to a vehicle.

42 (59) **“Multipurpose trailer”** means a wheeled vehicle, without motive power, that is designed
43 to be drawn by a motor vehicle over the public highways. A “multipurpose trailer” is generally
44 and commonly used for temporary living or sleeping accommodation and transporting property
45 wholly upon its own structure and is registered as a vehicle.

- 1 (60) "**Municipal Court**" means the Municipal Court of the Town of Breckenridge, Colorado.
- 2 (61) "**Nonresident**" means every person who is not a resident of this state.
- 3 (62) "**Off-highway vehicle**" shall have the same meaning as set forth in section 33-14.5-101 (3),
4 C.R.S.
- 5 (63) "**Official traffic control devices**" means all signs, signals, markings, and devices, not
6 inconsistent with this title, placed or displayed by authority of a public body or official having
7 jurisdiction, for the purpose of regulating, warning, or guiding traffic.
- 8 (64) "**Official traffic control signal**" means any device, whether manually, electrically, or
9 mechanically operated, by which traffic is alternately directed to stop and to proceed.
- 10 (65) "**Owner**" means a person who holds the legal title of a vehicle; or, if a vehicle is the subject
11 of an agreement for the conditional sale or lease thereof with the right of purchase upon
12 performance of the conditions stated in the agreement and with an immediate right of possession
13 vested in the conditional vendee or lessee or if a mortgagor of a vehicle is entitled to possession,
14 then such conditional vendee or lessee or mortgagor shall be deemed the owner for the purpose
15 of articles 1 to 4 of title 42, C.R.S. The term also includes parties otherwise having lawful use or
16 control or the right to use or control a vehicle for a period of thirty days or more.
- 17 (66) "**Park**" or "**parking**" means the standing of a vehicle, whether occupied or not, other than
18 very briefly for the purpose of and while actually engaged in loading or unloading property or
19 passengers.
- 20 (67) "**Parking Enforcement Operator**" means a person under contract to the Town whose
21 duties include, but are not limited to, enforcement of certain of the Town's laws concerning the
22 parking of motor vehicles. The term "parking enforcement operator" includes any employee of
23 the Town's parking enforcement operator acting within the course and scope of his or her
24 employment.
- 25 (68) "**Pathway**" means a foot path.
- 26 (69) "**Pedal Bus**" means a non-motorized vehicle that is available for hire that has more than
27 three wheels and moves by human power provided by the operator and/or passengers of the
28 vehicle.
- 29 (70) "**Pedicab**" means a three-wheeled vehicle for hire that regularly transports passengers for a
30 fee using only human power.
- 31 (71) "**Pedestrian**" means any person afoot or any person using a wheelchair.
- 32 (72) "**Person**" means a natural person, estate, trust, firm, copartnership, association, corporation,
33 or business entity.
- 34 (73) "**Pneumatic tires**" means all tires inflated with compressed air.
- 35 (74) "**Police officer**" means every officer authorized to direct or regulate traffic or to make
36 arrests for violations of traffic regulations.
- 37 (75) "**Private Property**" means any property under the ownership, control or management of
38 any person other than a governmental agency.
- 39 (76) "**Private road**" or "**driveway**" means every road or driveway not open to the use of the
40 public for purposes of vehicular travel.
- 41 (77) "**Public Property**" means any property under the ownership, control or management of a
42 governmental agency. Public property includes, but is not limited to, streets, alleys, public rights-
43 of-way, public easements (including, but not limited to, utility and snowstacking or snow
44 removal easements), public parks and publicly owned or operated parking areas.
- 45 (78) "**Railroad sign or signal**" means any sign, signal, or device erected by authority of a public
46 body or official or by a railroad and intended to give notice of the presence of railroad tracks or

1 the approach of a railroad train.

2 (79) **“Residential Block”** means a block of any street within the Town which is mainly occupied
3 by buildings or structures devoted to a residential use as defined in the Town’s development
4 code (title 9, chapter 1 of the Town Code).

5 (80) **“Residence district”** means the territory contiguous to and including a highway not
6 comprising a business district when the frontage on such highway for a distance of three hundred
7 feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business.

8 (81) **“Resident”** means any person who owns or operates any business in this state or any person
9 who has resided within this state continuously for a period of ninety days or has obtained gainful
10 employment within this state, whichever shall occur first.

11 (82) **“Right-of-way”** means the right of one vehicle operator or pedestrian to proceed in a lawful
12 manner in preference to another vehicle operator or pedestrian approaching under such
13 circumstances of direction, speed, and proximity as to give rise to danger of collision unless one
14 grants precedence to the other.

15 (83) **“Road”** means any highway.

16 (84) **“Roadway”** means that portion of a highway improved, designed, or ordinarily used for
17 vehicular travel, exclusive of the sidewalk, berm, or shoulder even though such sidewalk, berm,
18 or shoulder is used by persons riding bicycles or other human-powered vehicles and exclusive of
19 that portion of a highway designated for exclusive use as a bicycle path or reserved for the
20 exclusive use of bicycles, human-powered vehicles, or pedestrians. In the event that a highway
21 includes two or more separate roadways, “roadway” refers to any such roadway separately but
22 not to all such roadways collectively.

23 (85) **“Safety zone”** means the area or space officially set aside within a highway for the
24 exclusive use of pedestrians and which is so plainly marked or indicated by proper signs as to be
25 plainly visible at all times while set apart as a safety zone.

26 (86) **“School bus”** means a motor vehicle that is designed and used specifically for the
27 transportation of school children to or from a public or private school or a school-related activity,
28 whether the activity occurs within or without the territorial limits of any district and whether or
29 not the activity occurs during school hours. “School bus” does not include informal or
30 intermittent arrangements, such as sharing of actual gasoline expense or participation in a car
31 pool, for the transportation of school children to or from a public or private school or a
32 school-related activity.

33 (87)(a) **“School vehicle”** means a motor vehicle, including but not limited to a school bus,
34 that is owned by or under contract to a public or private school and operated for the
35 transportation of school children to or from school or a school-related activity.

36 (b) **“School vehicle”** does not include:

37 (I) Informal or intermittent arrangements, such as sharing of actual gasoline expense or
38 participation in a car pool, for the transportation of school children to or from a public or private
39 school or a school-related activity; or

40 (II) A motor vehicle that is owned by or under contract to a child care center, as defined in
41 section 26-6-102 (5), C.R.S., and that is used for the transportation of children who are served by
42 the child care center.

43 (88) **“Sidewalk”** means that portion of a street between the curb lines or the lateral lines of a
44 roadway and the adjacent property lines intended for the use of pedestrians.

- 1 (89) **"Skateboard"** means a short board mounted on small wheels which is used for coasting
2 and often for performing athletic stunts.
- 3 (90) **"Snowplow"** means any vehicle originally designed for highway snow and ice removal or
4 control or subsequently adapted for such purposes which is operated by or for the state of
5 Colorado or any political subdivision thereof.
- 6 (91) **"Solid rubber tires"** means every tire made of rubber other than a pneumatic tire.
- 7 (92) **"Special Event"** has the meaning provided in the Town's development code (title 9, chapter
8 1 of the Town Code), if any.
- 9 (93) **"Stand"** or **"standing"** means the halting of a vehicle, whether occupied or not, other than
10 momentarily for the purpose of and while actually engaged in receiving or discharging
11 passengers.
- 12 (94) **"State"** means a state, territory, organized or unorganized, or district of the United States.
- 13 (95) **"State motor vehicle licensing agency"** means the department of revenue.
- 14 (96) **"State traffic control manual"** means the most recent edition of the "Manual on Uniform
15 Traffic Control Devices for Streets and Highways," including any supplement thereto, as adopted
16 by the transportation commission.
- 17 (97) **"Steam and electric trains"** includes:
- 18 (a) **"Railroad,"** which means a carrier of persons or property upon cars, other than street cars,
19 operated upon stationary rails;
- 20 (b) **"Railroad train,"** which means a steam engine, electric, or other motor, with or without cars
21 coupled thereto, operated upon rails, except streetcars;
- 22 (c) **"Streetcar,"** which means a car other than a railroad train for transporting persons or
23 property upon rails principally within a municipality.
- 24 (98) **"Stinger-steered"** means a semitrailer combination configuration wherein the fifth wheel is
25 located on a drop frame located behind and below the rearmost axle of the power unit.
- 26 (99) **"Stop"** or **"stopping"** means, when prohibited, any halting, even momentarily, of a
27 vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in
28 compliance with the directions of a police officer or official traffic control device.
- 29 (100) **"Stop line"** or **"limit line"** means a line which indicates where drivers shall stop when
30 directed by an official traffic control device or a police officer.
- 31 (101) **"Street rod vehicle"** means a vehicle manufactured in 1948 or earlier with a body
32 design that has been modified for safe road use.
- 33 (102) **"Supervisor"** means the executive director of the department of revenue or head of a
34 group, division, or subordinate department appointed by the executive director in accordance
35 with article 35 of title 24, C.R.S.
- 36 (103) **"Surge brakes"** means a system whereby the brakes of a trailer are actuated as a result
37 of the forward pressure of the trailer against the tow vehicle during deceleration.
- 38 (104) **"Through highway"** means every highway or portion thereof on which vehicular traffic is
39 given preferential right-of-way and at the entrances to which other vehicular traffic from
40 intersecting highways is required by law to yield the right-of-way to vehicles on such through
41 highway in obedience to a stop sign, yield sign, or other official traffic control device when such
42 signs or devices are erected as provided by law.
- 43 (105) **"Town"** means the Town of Breckenridge, Colorado.
- 44 (106) **"Town Authorities"** means the police chief of the Town of Breckenridge, or his or her
45 designee, or the director of public works, or his or her designee.

- 1 (107) **“Town Code”** means the Town Code of the Town of Breckenridge, Colorado.
- 2 (108) (a) **“Toy vehicle”** means any vehicle, that has wheels and is not designed for use on
3 public highways or for off-road use.
- 4 (b) **“Toy vehicle”** includes, but is not limited to, gas-powered or electric-powered vehicles
5 commonly known as mini bikes, “pocket” bikes, kamikaze boards, go-peds, and stand-up
6 scooters.
- 7 (c) **“Toy vehicle”** does not include off-highway vehicles or snowmobiles.
- 8 (109) **“Traffic”** means pedestrians, ridden or herded animals, and vehicles, streetcars, and other
9 conveyances either singly or together while using any highway for the purposes of travel.
- 10 (110) **“Traffic Investigation or Survey”** means a documented, data driven, comprehensive
11 analysis using methods consistent with an Engineering Study as defined in the latest edition of
12 the Manual on Uniform Traffic Control Devices.
- 13 (111) **“Trailer”** means any wheeled vehicle, without motive power, which is designed to be
14 drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is
15 generally and commonly used to carry and transport property over the public highways. The
16 term includes, but is not limited to, multipurpose trailers as defined in subsection (60.3) of this
17 section.
- 18 (112) **“Transporter”** means every person engaged in the business of delivering vehicles of a
19 type required to be registered under articles 1 to 4 of this title from a manufacturing, assembling,
20 or distributing plant to dealers or sales agents of a manufacturer.
- 21 (113) **“Truck”** means any motor vehicle equipped with a body designed to carry property and
22 which is generally and commonly used to carry and transport property over the public highways.
- 23 (114) **“Vehicle”** means a device that is capable of moving itself, or of being moved, from place
24 to place upon wheels or endless tracks. “Vehicle” includes, without limitation, a bicycle,
25 electrical assisted bicycle, or EPAMD, but does not include a wheelchair, off-highway vehicle,
26 snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use
27 and used in agricultural operations or any device moved exclusively over stationary rails or
28 tracks or designed to move primarily through the air.
- 29 (115) **“Vendor”** means an organization that collects bulk data for the purpose of reselling the
30 data.
- 31 (116) **“Wheelchair”** means a motorized or nonmotorized wheeled device designed for use by a
32 person with a physical disability.

33
34 Terms not defined in this Code shall be given their common meaning.
35

36 7-1-5: APPLICATION: This Chapter, and the code adopted by reference herein, shall
37 apply to every street, alley, sidewalk area, driveway, park, and to every other public way or
38 public place or public parking area, either within or outside the corporate limits of the Town of
39 Breckenridge, the use of which the Town has jurisdiction and authority to regulate. The
40 provisions of Sections 1401, 1402, and 1413 of the adopted Model Traffic Code For Colorado,
41 2024 edition, respectively concerning reckless driving, careless driving, and eluding a police
42 officer, shall apply not only to public places and ways but also throughout this municipality. The
43 provisions of Section 1208, dealing with parking privileges for persons with disabilities, and
44 Section 1211, dealing with limitations on backing, shall apply to both public and private property
45 as provided therein. The provisions of Section 1214, Parking On A Shared Private Driveway,

1 and Section 1216, Parking On Private Property, shall apply only to private property throughout
2 the Town as provided therein.

3
4 7-1-6: COPY OF CODE ON FILE: At least one (1) copy of the Model Traffic Code For
5 Colorado, 2024 edition, adopted herein is now filed in the office of the Town Clerk, and may be
6 inspected by any interested person between the hours of 8 a.m. and 5 p.m., Monday through
7 Friday, holidays excepted. The Code as finally adopted shall be available for sale to the public
8 through the office of the Town Clerk at a moderate price.

9
10 7-1-7: PENALTIES: The following penalties, herewith set forth in full, shall apply to
11 this Code, and the Model Traffic Code for Colorado, 2024 edition, adopted by reference and as
12 amended herein:

13
14 A. It is a misdemeanor traffic offense for any person to violate any provision of
15 this Code that is described as being a misdemeanor traffic offense or violation. It is a
16 misdemeanor offense for any person to violate any provision of this Code that is
17 described as being a misdemeanor offense or violation.

18
19 B. Every person convicted of a misdemeanor traffic offense shall be punished as
20 provided in title 1, chapter 4 of the Breckenridge Town Code; provided, however, that any
21 person convicted of violating Section 1216, Parking on Private Property, shall be punished as
22 provided in Section 1216. Under this Code there is no distinction in punishment between a
23 “Class A Misdemeanor Traffic Offense” and a “Class 2 Misdemeanor Traffic Offense,” and each
24 misdemeanor violation shall be subject to the penalties provided in title 4, chapter 4 of this Code,
25 regardless of whether such offense is described as a “Class 1 Misdemeanor Traffic Offense,” or a
26 “Class 2 Misdemeanor Traffic Offense” in this Code.

27
28 C. It is a traffic infraction for any person to violate any provision of this Code,
29 other than those misdemeanor offenses and misdemeanor traffic offenses described in
30 Subsection A of this Section.

31
32 D. Any person admitting liability for, found to be in violation of, or against
33 whom a default judgment has been entered for any traffic infraction of this shall be fined
34 in an amount not to exceed five hundred dollars (\$500.00), unless a greater or lesser
35 amount is specified in any specific penalty provision of this Code. Under this Code there
36 is no distinction in punishment between a “Class A Traffic Infraction” and a “Class B
37 Traffic Infraction,” and each infraction shall be punished by a fine as provided in the first
38 sentence of this Subsection. The Municipal Judge shall establish a schedule of fines for
39 each traffic infraction. No defendant found to be have committed a violation of any
40 traffic infraction shall be subject to imprisonment.

41
42 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
43 various secondary codes adopted by reference therein, shall continue in full force and effect.

44
45 Section 3. The repeal and readoption of title 7, chapter 1 of the Breckenridge Town
46 Code, as provided for in this ordinance, shall not affect or prevent the prosecution or punishment

1 of any person for any act done or committed in violation of the Town of Breckenridge Traffic
2 Code prior to this ordinance becoming effective.

3
4 Section 4. The Town Council hereby finds, determines, and declares that this ordinance
5 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
6 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
7 thereof.

8
9 Section 5. The Town Council hereby finds, determines and declares that it has the power
10 to adopt this ordinance pursuant to Section 5.13 of the Breckenridge Town Charter.

11
12 Section 6. This ordinance shall not be effective upon any portion of Colorado Highway
13 9 within the corporate limits of the Town of Breckenridge until this ordinance has been approved
14 by the Colorado Department of Transportation pursuant to Sections 42-4-110(1)(e) and 43-2-
15 135(1)(g), C.R.S.

16
17 Section 7. This ordinance shall be published as provided by Section 5.9 of the
18 Breckenridge Town Charter.

19
20 TOWN OF BRECKENRIDGE, a Colorado
21 municipal corporation

22
23
24
25 By _____
26 Kelly Owens, Mayor

27
28 ATTEST:

29
30
31
32 _____
33 Helen Cospolich, CMC,
34 Town Clerk

35
36 COPIES OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, ADOPTED
37 BY REFERENCE AND AMENDED IN THIS ORDINANCE ARE AVAILABLE FOR
38 INSPECTION IN THE OFFICE OF THE TOWN CLERK, 150 SKI HILL ROAD,
39 BRECKENRIDGE, COLORADO 80424, MONDAY THROUGH FRIDAY, DURING
40 NORMAL BUSINESS HOURS, HOLIDAYS EXCEPTED.



Memo

To: Breckenridge Town Council Members
From: Matt Hulsey, Assistant Public Works Director -Mobility, Sustainability, Parking
Date: 1/7/2025 (for 1/14/2025 work session)
Subject: Breckenridge Free Ride - Title VI Policy/Readoption (Resolution)

As a recipient of federal financial assistance grant funds, the Free Ride is required by the Federal Transit Administration to prepare a Title VI Civil Rights Plan and file triennial updates related to any complaints and how we are providing meaningful access for individuals to our Transportation Program.

In 2009, the Council adopted by Resolution No. 1, a Title VI Plan for the Free Ride Transit System to submit to the Federal Transit Administration (FTA). In 2013, Council adopted by Resolution No. 14 a Title VI Plan for the Free Ride Transit System that included new regulations from the FTA Circular 4702.1B for Limited English Proficiency (LEP) Persons as well as new Service Standards. There were no changes or updates to the 2017 Title VI Plan for Council to review or adopt. Changes in 2020 included only minor updates around public notices, LEP data, and committee and service information. These changes were adopted in November 2020.

The next update and filing is due in early 2025. The most recent update from 2024 does not have any substantive changes and only includes minor updates, as there are no new regulations. Minor updates include Appendix E – updated data for LEP, Appendix H – updated service information.

Staff will be asking the Town Council for their approval of the Title VI Plan for Adoption by way of Resolution.

Staff will be available for questions.

1
2 RESOLUTION NO. 1

3
4 SERIES 2025

5
6 A RESOLUTION APPROVING UPDATES TO AND ADOPTING THE REVISED “TOWN
7 OF BRECKENRIDGE TITLE VI PLAN RELATED TO TRANSPORTATION PLANNING,
8 IMPROVEMENTS, AND TRANSPORTATION SERVICES”
9

10 WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination against any
11 person on the basis of race, color, or national origin in the provision of benefits and services
12 from federally assisted programs and activities; and
13

14 WHEREAS, the Town of Breckenridge is currently receiving federal assistance under the
15 Urban Mass Transportation Act of 1964, as amended, and may seek further federal financial
16 assistance funds for its transportation program in the future; and
17

18 WHEREAS, it is necessary and appropriate for the Town of Breckenridge to approve and
19 submit to the Federal Transit Administration and the Colorado Department of Transportation a
20 plan evidencing the Town’s commitment and plan for fully complying with the requirements of
21 the Title VI of the Civil Rights Act of 1964, and the implementing federal regulations, in
22 connection with the operation of the Town’s transit system; and
23

24 WHEREAS, the Breckenridge Town Council had previously approved and adopted a
25 Title VI Plan through Resolution No. 1, Series 2009, and a triennial update of said plan is now
26 due along with revisions to meet additional regulations as outlined in the Federal Transit
27 Administration Circular 4702.1B; and
28

29 WHEREAS, a proposed “Town of Breckenridge Title VI Plan related to Transportation
30 Planning, Improvements, and Transportation Services“ (“Title VI Plan”) has been prepared, a
31 copy of which is marked **Exhibit “A”**, attached hereto, and incorporated herein by reference;
32 and
33

34 WHEREAS, the Town’s Transit Division has advertised the availability of the Title VI
35 Plan for public participation and solicitation of comments on the Town website and in the
36 Summit Daily News; and
37

38 WHEREAS, the Town Council has received and given due consideration to any
39 comments submitted concerning the Town’s Title VI Plan; and
40

41 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
42 Title VI Plan, and finds and determines that it should be approved and adopted as the Town’s
43 required Title VI Plan for the Town’s transit system.
44

1 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO, as follows:

3
4 Section 1. The “Town of Breckenridge Title VI Plan Related to Transportation
5 Planning, Improvements, and Transportation Services“ (**Exhibit “A”** hereto) is approved and
6 adopted as the Town of Breckenridge Title VI Plan for the Town’s transit system; and the Town
7 Manager and Transit Manager are authorized, empowered, and directed to execute such
8 document and all related certificates and assurances, and to file such document, certificates and
9 assurances with the Federal Transit Administration and other applicable state or federal agencies
10 as required.

11 Section 2. This resolution shall become effective upon its adoption.

12 RESOLUTION APPROVED AND ADOPTED this ____ day of _____, 2025.

13
14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation

16
17
18
19 By: _____
20 Kelly Owens, Mayor

21
22 ATTEST:

23
24
25
26 _____
27 Helen Cospolich, CMC,
28 Town Clerk



Town of Breckenridge Title VI Plan

*Related to
Transportation Planning, Improvements, and Transportation Services*

**Endorsed and Approved January 13, 2009 by the:
TOWN OF BRECKENRIDGE
COUNCIL
Resolution No. 1 Series 2009**

Updated to meet Circular 4702.1B
"Title VI Requirements and Guidelines for Federal Transit Administration Recipients"

**Revisions & Additions Endorsed and Approved
January 14, 2025 by the:
TOWN OF BRECKENRIDGE
COUNCIL
Resolution No. 1 Series 2025**

Submitted to:

CDOT Civil Rights & Business Resource Center
4201 East Arkansas Avenue, Room 150
Denver, CO 80222

January 15, 2025

RECIPIENT INFORMATION

RECIPIENT: Town of Breckenridge (TOB)
Rural Transit Agency (population under 200,000)

ORIGINAL TITLE VI PROGRAM SUBMISSION: January 13, 2009

ORIGINAL TITLE VI PROGRAM APPROVAL BY FTA: July 13, 2010

This submission is an UPDATE and conforms to FTA Circular 4702.1B

SUBMITTAL DATE: January 15, 2025

EXPIRATION YEAR: 2028

CONTACT INFORMATION:

Matthew Hulsey
Assistant Public Works Director
Town of Breckenridge
1095 Airport Road
P.O. Box 168
Breckenridge, CO 80424
matth@townofbreckenridge.com
Phone: 970-547-3150
Fax: 970-453-0693

Shannon Haynes
Town Manager
Town of Breckenridge
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO 80424
shannonh@townofbreckenridge.com
Phone: 970-547-3133

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I. PROVISION OF TITLE VI ASSURANCES

The TOB hereby certifies that, as a condition of receiving Federal financial assistance from the Department of Transportation under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

- a. TOB shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. TOB will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI Regulation, 49 CFR, Part 21.7.
- d. TOB will make it known to the public that those persons or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration, and/or the U.S. Department of Transportation, and/or the Colorado Department of Transportation.

II. TITLE VI COMPLIANCE HISTORY

- a. During the course of the last three (3) years, there have not been any lawsuits or complaints received related to Title VI. Currently, there are no outstanding lawsuits or complaints naming the TOB which allege discrimination on the basis of race, color or national origin with respect to transit service or other transit benefits.
- b. Currently the TOB is applying for Section 5311 & 5339 federal financial assistance funding through the Colorado Department of Transportation as a sub-recipient of FTA pass-through assistance funds.
- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the TOB and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the TOB.
- d. The Town of Breckenridge has not constructed a transit facility within the last three (3) years. There are currently no pending construction projects which would negatively impact minority communities being performed by the TOB.
- e. The Town of Breckenridge has not in the last three (3) years and currently does not have any sub-recipient grantees that have been passed through federal financial assistance funds by the TOB.

III. INCORPORATION OF THE PROGRAM

The Town of Breckenridge (hereinafter referred to as the “TOB” or “Recipient”) hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration program:

- a. That the Recipient agrees that each “program” and each “facility”, as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Transit Administration programs and, in adapted form in all proposals or negotiated agreements:

The TOB, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- c. That the Recipient shall insert the clauses contained herein as **APPENDIX A** in every contract subject to this Act and the Regulations.
- d. That the Recipient shall insert the clauses contained herein as **APPENDIX B**, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the Recipient shall include the appropriate clauses contained herein as **APPENDIX C**, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under Federal Administration programs.
- h. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

THESE ASSURANCES are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Department of Transportation under the Federal Administration and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Administration programs.

The person(s) whose signature appears below, are authorized to sign these assurances on behalf of the grant applicant, recipient, or sub-recipient.

Date:

Matthew Hulseley, Assistant Public Works Director
Town of Breckenridge (TOB)

Date:

Shannon Haynes, Town Manager
Town of Breckenridge (TOB)

IV. GENERAL GUIDELINES/REQUIREMENTS

a. Annual Certification and Assurance

As stated in Section I, TOB shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA and/or CDOT. The most recent submission for the TOB was approved by Town Council on January 14, 2025 through Resolution No. 1 Series 2025 and was executed and submitted to the FTA and CDOT January 15, 2025.

b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), TOB has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. TOB complaint procedures and complaint form are contained herein as **APPENDIX D**.

c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), TOB shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming TOB that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

- 1) Date the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by the TOB in response to the investigation, lawsuit, or complaint.

d. Access for LEP Persons

TOB shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). TOB will assist persons with limited English proficiency to participate in the transportation planning process. TOB Staff will make every effort to provide translators and document translation, where feasible, upon request. TOB's Limited English Proficiency (LEP) Plan is contained herein as **APPENDIX E**.

e. Public Notification

In compliance with 49 CFT Section 21.9(d), TOB shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by the Title VI. TOB complaint procedures and public notification information are contained herein as **APPENDIX D**.

f. Additional Information

TOB acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1B, may be requested in writing of the TOB, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

g. Timely Submission

TOB acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office and/or CDOT once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) TOB's process for persons with limited English proficiency (LEP) and the TOB's plan for Language Assistance;
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
- 5) A copy of TOB's public notice regarding Title VI compliance and public access and instructions to TOB Title VI complaint procedures.
- 6) Service standards, service policies, and monitoring results.

Portions of the Plan which have not changed since the last submission will not be resubmitted, however, TOB shall include a statement to this effect in lieu of copies of the original documents in order to eliminate redundancy in resubmissions.

h. Environmental Analysis of Construction Projects

TOB shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which require NEPA. If a Categorical Exclusion (CE) is performed, TOB shall complete the FTA's standard CE check-list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), TOB shall integrate into their documents, the following:

- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would affect the identified minority and low-income population;
- 3) A discussion of all positive effects that would affect the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, TOB shall describe why this is so.

i. Public Participation

The TOB shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. TOB shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding TOB's responsibilities to LEP persons.

The person(s) whose signature appears below, are authorized to sign these assurances on behalf of the grant applicant, recipient, or sub-recipient.

Date:

Matthew Hulsey, Assistant Public Work Director
Town of Breckenridge (TOB)

Date:

Shannon Haynes, Town Manager
Town of Breckenridge (TOB)



**Town of Breckenridge
Contract Clauses for Insertion
APPENDIX A, B, and C**

**Endorsed and Approved January 14, 2024 by the:
TOWN OF BRECKENRIDGE
COUNCIL**

Submitted to:
Federal Transit Administration
Region 8
12300 West Dakota Avenue, Suite 310
Lakewood, CO 80228-2583

January 15, 2025

APPENDIX A - TITLE VI PLAN
(to be inserted into every contract subject to Title VI)
The Town of Breckenridge is herein referred to as the "TOB"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **TOB** or the **FEDERAL TRANSIT ADMINISTRATION** to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the **TOB**, or the **FEDERAL TRANSIT ADMINISTRATION** as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provision of this contract, the **TOB** shall impose contract sanctions as it or the **FEDERAL TRANSIT ADMINISTRATION** may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part.

APPENDIX A - TITLE VI PLAN (Continued)

(to be inserted into every contract subject to Title VI)

- 6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **TOB** or the **FEDERAL TRANSIT ADMINISTRATION** may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **TOB** to enter into such litigation to protect the interests of the **TOB**, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TITLE VI PLAN
(to be inserted into real property transactions)
The Town of Breckenridge is herein referred to as the "TOB"

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by Law, and upon the condition that the **TOB** will accept title to the Lands and maintain the project constructed thereon, in accordance with **THE STATE OF COLORADO**, the Regulations for the Administration of **PROGRAM** and the policies and procedures prescribed by **FEDERAL TRANSIT ADMINISTRATION** of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **TOB** all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENOUUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the **TOB** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the **TOB**, its successors and assigns.

The **TOB**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby [,] [and]* (2) that the **TOB** shall use the lands and interest in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C - TITLE VI PLAN
(to be inserted into Federally funded real property transactions or improvements)
The Town of Breckenridge Village is herein referred to as the "TOB"

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the **TOB** pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee Lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the **TOB** shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said (licenses, lease, permit, etc.) to re-enter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants the **TOB** shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **TOB** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the **TOB** pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied. the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

APPENDIX C - TITLE VI PLAN (Continued)

(to be inserted into Federally funded real property transactions or improvements)

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the **TOB** shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities as thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the **TOB** shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **TOB** and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



**Town of Breckenridge
Public Notice of Rights / Complaint Process**

APPENDIX D

**Endorsed and Approved January 14, 2025 by the:
TOWN OF BRECKENRIDGE
COUNCIL**

Submitted to:
Federal Transit Administration
Region 8
12300 West Dakota Avenue, Suite 310
Lakewood, CO 80228-2583

January 15, 2025

APPENDIX D

TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS TOWN OF BRECKENRIDGE, COLORADO (TOB)

Public Notice of Rights

The following statement shall be posted on site at the TOB office, the TOB Transit Center, on the TOB website (www.breckfreeride.com); permanently displayed on public transit vehicles; and other appropriate materials made available to the public: (*Documents will be translated into languages other than English, upon request.*)

Non-Discrimination - Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes the Town of Breckenridge (TOB) has violated his /her Title VI protections or would like additional information regarding the statutes or about our Title VI Plan, should contact the TOB Transit Division at 970-547-3140 or email transit@townofbreckenridge.com. TOB has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services, in order to assist LEP individuals, shall be made available to TOB's customers upon request. TOB's Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting the TOB Free Ride Transit System at the above-noted information. For Federal Title VI information, please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

A single sentence will be provided in Spanish for people to request information in Spanish.

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The Town of Breckenridge (TOB) grants all citizens equal access to all its public transportation services. It is further the intent of the TOB that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the TOB programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?

As part of Title VI requirements, the TOB has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to TOB services as required by Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

TOB's Complaint and Investigation Procedures

TOWN OF BRECKENRIDGE
TITLE VI SUBMISSION TO THE FTA & CDOT

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any program or activity administered by the TOB.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the TOB may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

- 1) A formal complaint must be filed within calendar 180 days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The TOB strongly encourages the use of the attached **TOB Title VI Complaint Form** when filing official complaints.

The preferred method is to file your complaint in writing using the **TOB Title VI Complaint Form**, and sending it to:

Title VI Coordinator
Town of Breckenridge
Free Ride Transit System
P.O. Box 168
Breckenridge, CO 80424

- 2) In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the TOB Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the TOB Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.
- 3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.
- 4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.
- 5) Within 15 calendar days from receipt of a complete complaint, the TOB will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the TOB Transit Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.

- b. If the complaint is to be investigated, the notification shall state the grounds of the TOB's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
- 6) When the TOB does not have sufficient jurisdiction, the TOB Transit Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.
- 7) If the complaint has investigative merit, the TOB Transit Manager or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Transit Manager within 60 calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.
- 8) The TOB Transit Manager or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.
- 9) If the Complainant is dissatisfied with the TOB's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration
Region 8
Attn: Civil Rights Officer
12300 West Dakota Avenue
Suite 310
Lakewood, CO 80228
720-963-3300
Fax 720-963-3333

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.

TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS/ COMPLAINT FORM
TOWN OF BRECKENRIDGE, COLORADO (TOB)



Title VI Complaint Form

Complaint Form

Instructions: If you would like to submit a Title VI complaint to the Town of Breckenridge (TOB) Free Ride Transit System, please fill out the form below and send it to: TOB Free Ride Transit System, Attn: Title VI Coordinator, P.O. Box 168, Breckenridge, CO 80424. For questions or a full copy of TOB's Title VI policy and complaint procedures call 970-547-3140 or email transit@townofbreckenridge.com.

1. Name (Complainant):	
2. Phone:	3. Home address (street no., city, state, zip):
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:
7. Discrimination because of: <input type="checkbox"/> Race <input type="checkbox"/> National origin <input type="checkbox"/> Color <input type="checkbox"/> Other Please specify:	

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):

Name:

Address:

Phone number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

- Yes No

If yes, check all that apply:

- Federal agency Federal court State court
 Local agency State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court: Contact's Name: Address: Phone number:

Signature (Complainant):

Date of filing:

In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the TOB Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the TOB Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.

A translator will be provided for persons with Limited English Proficiency to assist with the process.

Public Notice of Rights:

Free Ride Website:

The screenshot displays the Free Ride website interface. At the top left is the 'free ride' logo. The header includes a navigation menu with 'RIDER GUIDE', 'ROUTES / SCHEDULES', 'SERVICES', and 'ABOUT US'. Below the header is a sidebar with a list of menu items: 'First Time Rider', 'Breckenridge Station', 'Transit Use', 'Accessibility', 'Bikes on Bus', 'Pets on Bus', 'Lost and Found', '+ Safety', and 'Title VI'. The main content area is titled 'Title VI' and contains the following text:

Non-Discrimination – Your Rights Under Title VI of the Civil Rights Act of 1964

No discriminación - Sus derechos en virtud del título VI del Acta de Derechos Civiles de 1964

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

The Town of Breckenridge (TOB) grants all citizens equal access to all of its public transportation services. It is further the intent of the TOB Free Ride that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the TOB transportation program and services, specifically as it relates to Title VI of the Civil Rights Act of 1964.

TOB Free Ride does receive federal financial assistance funds from the Federal Transit Administration for its public transportation program and has an obligation to provide information related to Title VI. TOB Free Ride has filed a Title VI Plan with the Federal Transit Administration. A copy of the TOB Title VI Plan is available upon request.

Non-Discrimination - Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. TOB Free Ride operates its transportation programs in full compliance with Title VI.

Notices on Free Ride Buses:

Non-Discrimination - Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. TOB Free Ride operates its transportation programs in full compliance with Title VI requirements.

Any person, who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Town of Breckenridge (TOB) Free Ride. You may contact the TOB Free Ride Transit Manager at 970-547-3141 or email to obtain a complaint form in which to begin the process to: transit@townofbreckenridge.com.

TOB Free Ride has also developed a plan to assist individuals who are Limited English Proficient (LEP). Translation services, in order to assist LEP individuals, shall be made available to TOB Free Ride's customers upon request.

TOB Free Ride's Title VI Plan, complaint procedures, and LEP Plan shall be made available upon request by contacting the TOB Free Ride Transit System at the above-noted information.

For Federal Title VI information, please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov

Spanish Notice on Free Ride Buses:



No Discriminación: Sus Derechos en Virtud del Título VI De la Ley de Derechos Civiles de 1964

El Departamento de Transporte de los Estados Unidos (DOT) garantiza el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964 al prohibir la discriminación contra cualquier persona por motivos de raza, color u origen nacional en las disposiciones de beneficios y servicios resultantes de programas con asistencia federal, y actividades. TOB Free Ride opera sus programas de transporte en total cumplimiento con los requisitos del Título VI.

Cualquier persona que crea que ha sido agraviada por alguna práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante Free Ride de la Ciudad de Breckenridge (TOB). Puede comunicarse con el Gerente de Tránsito de TOB Free Ride al 970-547-3141 o enviar un correo electrónico para obtener un formulario de reclamo para comenzar el proceso a: transit@townofbreckenridge.com.

TOB Free Ride también ha desarrollado un plan para ayudar a las personas con dominio limitado del inglés (LEP). Los servicios de traducción, para ayudar a las personas con LEP, estarán disponibles para los clientes de TOB Free Ride que lo soliciten.

El Plan del Título VI de TOB Free Ride, los procedimientos de quejas y el Plan LEP estarán disponibles a pedido poniéndose en contacto con el Sistema de Tránsito TOB Free Ride en la información mencionada anteriormente.

Para obtener información sobre el Título VI federal, comuníquese con la Administración Federal de Tránsito (FTA), Región 8 al 720-963-3300. También se puede acceder a la información federal del Título VI, incluida la presentación de quejas, en el sitio web de la FTA en: www.fta.dot.gov



**LIST OF TRANSIT-RELATED TITLE VI INVESTIGATIONS,
COMPLAINTS, AND LAWSUITS**

January 1, 2008 to December 31, 2008 - NONE

January 1, 2009 to December 31, 2009 - NONE

January 1, 2010 to December 31, 2010 - NONE

January 1, 2011 to December 31, 2011 - NONE

January 1, 2012 to December 31, 2012 - NONE

January 1, 2013 to December 31, 2013 - NONE

January 1, 2014 to December 31, 2014 - NONE

January 1, 2015 to December 31, 2015 - NONE

January 1, 2016 to December 31, 2016 - NONE

January 1, 2017 to December 31, 2017 - NONE

January 1, 2018 to December 31, 2018 - NONE

January 1, 2019 to December 31, 2019 - NONE

January 1, 2020 to December 31, 2020 - NONE

January 1, 2021 to December 31, 2021 - NONE

January 1, 2022 to December 31, 2022 - NONE

January 1, 2023 to December 31, 2023 - NONE

January 1, 2024 to December 31, 2024 - NONE



**Town of Breckenridge
Limited English Proficiency (LEP) Plan
APPENDIX E**

**Endorsed and Approved January 14, 2025 by the:
TOWN OF BRECKENRIDGE
COUNCIL**

Submitted to:
Federal Transit Administration
Region 8
12300 West Dakota Avenue, Suite 310
Lakewood, CO 80228-2583

January 15, 2025

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I INTRODUCTION

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

II EXECUTIVE ORDER 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the Town of Breckenridge (TOB), and governments, private and non-profit entities, and sub-recipients.

III PLAN SUMMARY

The TOB has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to TOB services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the TOB's extent of obligation to provide LEP services, the TOB undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the TOB service area who maybe served or likely to encounter an TOB program, activity, or service; 2) the frequency with which LEP individuals come in contact

with an TOB services; 3) the nature and importance of the program, activity or service provided by the TOB to the LEP population; and 4) the resources available to the TOB and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

IV FOUR FACTOR ANALYSES

1. The number or proportion of LEP persons eligible in the TOB service area who may be served or likely to encounter a TOB program, activity, or service

The TOB examined the US Census report from 2020 (the Town of Breckenridge was included in an American Community Surveys) and was able to determine that approximately 6.2% of the population in Breckenridge spoke a language other than English. The Town of Breckenridge is located in Summit County, Colorado and may have LEP persons who encounter the TOB program. In Summit County, approximately 10% of the population spoke a language other than English.

2. The frequency with which LEP individuals come in contact with a TOB program, activity, or service

The TOB regularly assesses the frequency of which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. The TOB seldom has a request for interpreters, either on the bus or for meetings. The TOB provides, on its own accord, the public transportation use policy documents and bus schedules translated into Spanish. The TOB has had zero requests for other translated TOB documents. The staff and drivers have had limited contact with LEP individuals. Most of our foreign tourists that visit the TOB service area are bi-lingual. We conduct bi-annual on-board customer surveys to determine if our ridership demographics have changed. In addition, our TOB service website is easily translatable to several languages via the “Translate” button.

3. The nature and importance of the program, activity, or service provided by the TOB to LEP community

The majority of the population, 93.8% speak only English in the Town of Breckenridge and 90% in Summit County as a whole. With 7.5% of the Summit County community identified as speaking Spanish at home, this is the largest LEP community that could encounter the TOB program.

The Town of Breckenridge has a communications department staffed with bilingual speaking staff that interact with residents and visitors of the LEP community. The community also has a social organization, the Family and Intercultural Resource Center (FIRC), providing outreach services to LEP individuals within the TOB service area. We provide service information to that organization to assist with their outreach efforts and to ensure we are meeting the needs of our LEP population. We have a number of drivers that are bilingual in English/Spanish. Further, we contract an employee from the FIRC each winter to come in and train TOB drivers in basic Spanish.

4. The resources available to the TOB and overall costs

The TOB assessed its available resources that could be used for providing LEP assistance. This included identifying how much a professional interpreter and translation service would cost on an as needed basis, which documents would be the most valuable to be translated if and when the populations supports the mandated need, taking an inventory of available organizations that the TOB could partner with for outreach and translation efforts, and what level of staff training is needed to be provided. TOB Transit budgets each year for the support of our LEP Plan. Additionally, the TOB has a bilingual communications staff member that is readily available for on-sight translation as needed.

After analyzing the four factors, the TOB developed the plan outlined in the following section for assisting persons of limited English proficiency.

V LIMITED ENGLISH PROFICIENCY PLAN OUTLINE

a) How to Identify an LEP Person who Needs Language Assistance - Below are tools to help identify persons who may need language assistance:

- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
- When TOB sponsored workshops or conferences are held, post on the public notices contact information for people with special needs and/or required translation in both English and Spanish. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, we will ask a question that requires a full sentence reply;
- Have the Census Bureau's "I Speak Cards" at the workshop or conference sign-in sheet table (contained herein as **SUB-APPENDIX B**). It is staff's intention to provide translation assistance whenever possible, however staff may not be able to provide translation assistance at that particular day's meeting, the cards are an excellent tool to identify language needs for future meetings. Also, have the cards available at the TOB Transit Office and Customer Service Area;
- Frequently survey transit operators and other first line staff of any direct or indirect contact with LEP individuals; and,
- Transit Operators will be trained to recognize people who appear to be confused and may be of need for some assistance. (Language barrier related or not)

b) Language Assistance Measures - The TOB has or will implement the following LEP procedures. The creation of these steps are based on the percentage of persons speaking other languages or not speaking English at least "well," and

some lack of or limited resources available in the TOB service area at a moments notice:

- Census Bureau’s “I Speak Cards” are to be located at the TOB Transit Customer Service locations at all times.
 - The computer(s) located at the TOB Transit office have a Translator, or Google Translate added to the favorites listing for easy access for the translations of blocks of texts.
 - Supervisors have an Apple phone with the Google Translate App. This will aid the TOB staff in the interpretation of services on a one-on-one basis for LEP individuals visiting the TOB Transit Center.
 - When the TOB Transit hosts public meetings or conferences and a special need is identified in advance, TOB will make every effort to have a translator available at the meeting. Our public meeting notices shall have a translation available sentence in Spanish and a phone number to arrange for such service.
 - When an interpreter is needed, in person or on the telephone, and the TOB staff has exhausted the above options, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service - Language Line Services at <http://www.language.com>. On the Language Line home page the staff will select the Need an Interpreter Now link and follow the directions to receive and access code.
- c) **TOB Staff Training** - All TOB transit staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the TOB staff orientation process for new hires. Training topics are listed below:
- Understanding the Title VI policy and LEP responsibilities;
 - What language assistance services the TOB offers;
 - Use of LEP “I Speak Cards”;
 - How to access translation programs via the transit computer(s) in the TOB Transit Office;
 - How to use the tablet and the Google Translate App;
 - How to use the Language Line interpretation and translation services;
 - Documentation of all language assistance requests;

- How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the TOB Title VI Plan)
 - Bi-Annual classroom instruction using the Colorado Department of Transportation’s “Basic Spanish for Transit Employees” program or a Spanish instructor for basic vocabulary and common transit phrases in Spanish
 - TOB has also created its own basic Spanish training program through a collaboration with the Summit FIRC and teaches this course annually to transit operators.
- d) **Outreach Techniques** - The TOB has invested in bilingual abilities with staff able to translate and connect with Spanish speaking individuals. All surveys are now bilingual as well. However, the following are additional options that the TOB will incorporate for LEP outreach as the need arises:
- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
 - When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into “A (insert alternative Language) translator will be available”. For example: “Un traductor del idioma español estará disponible” This means “A Spanish translator will be available”.
 - Key materials, including but not limited to schedules and maps, will be translated and made available at the TOB Transit Center and on board transit vehicles. The current Transit App used for individual trip planning is translated in to the users preferred language based on phone settings. When a specific and concentrated LEP population is identified, we will make every effort to include the community. The TOB Transit Division will provide updated materials to the Family and Intercultural Resource Center to use for their outreach services as they are implemented. The Use Policies for the public transportation system are on public display both in English and Spanish at the Transit Center.
- e) **Monitoring and Updating the LEP Plan** - This plan is designed to be flexible and is one that can be easily updated. At a minimum, the TOB will follow the Title VI Program update schedule for the LEP Plan.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in TOB service area?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified TOB programs? Are there other programs that should be included?
- Have the TOB's available resources, such as technology, staff, and financial costs changed?
- Has the TOB fulfilled the goals of the LEP Plan?; and,
- Were any complaints received?

f) **Dissemination of the TOB Limited English Proficiency Plan** - The TOB includes the LEP Plan with its Title IV Policy and Complaint Procedures. The TOB's Notice of Rights under Title VI to the public is posted in the TOB Transit Center, on all TOB vehicles, and in selected printed materials. A statement in Spanish that indicates if information is needed in another language and contact information is included.

Any person, including social service, non-profit, and law enforcement agencies and other community partners with internet access will be able to access the plan.

Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the TOB Title VI Coordinator. That individual may be contacted at the coordinates listed below:

TOB Title VI Coordinator
Town of Breckenridge Free Ride Transit System
P.O. Box 168
Breckenridge, CO 80424
Phone: 970-547-3141
Fax: 970-453-0643
Email: transit@townofbreckenridge.com

SUB-APPENDIX A

TOB Languages Spoken at Home Chart – Breckenridge, CO

Language Spoken at Home

6.2% ± 2.6%

Language Other Than English Spoken at Home in Breckenridge CCD, Summit County, Colorado

10.0% ± 1.9%

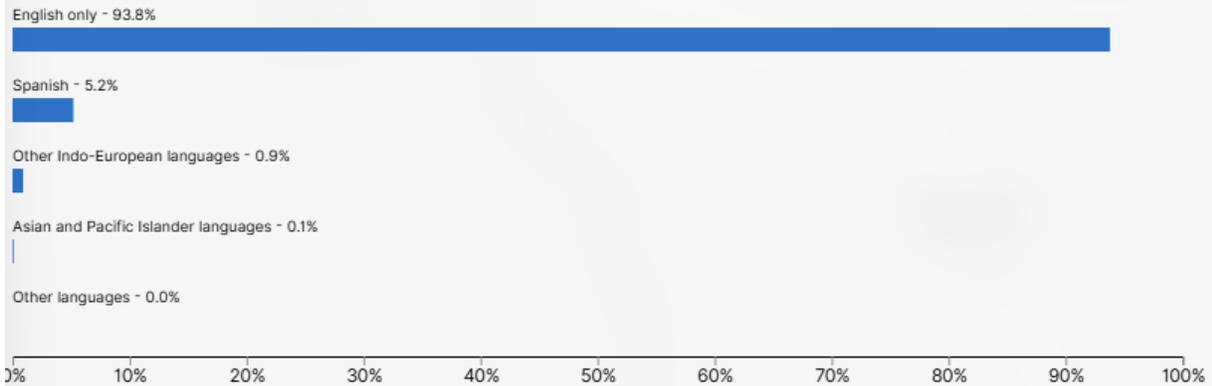
Language Other Than English Spoken at Home in Summit County, Colorado

[S1601](#) | 2023 American Community Survey 5-Year Estimates

Types of Language Spoken at Home

in Breckenridge CCD, Summit County, Colorado

[Share / Embed](#)



Show Table Display Margin of Error

[S1601](#) | 2023 American Community Survey 5-Year Estimates

SUB-APPENDIX B
FREE RIDE PROCEDURES FOR LIMITED ENGLISH PROFICIENCY

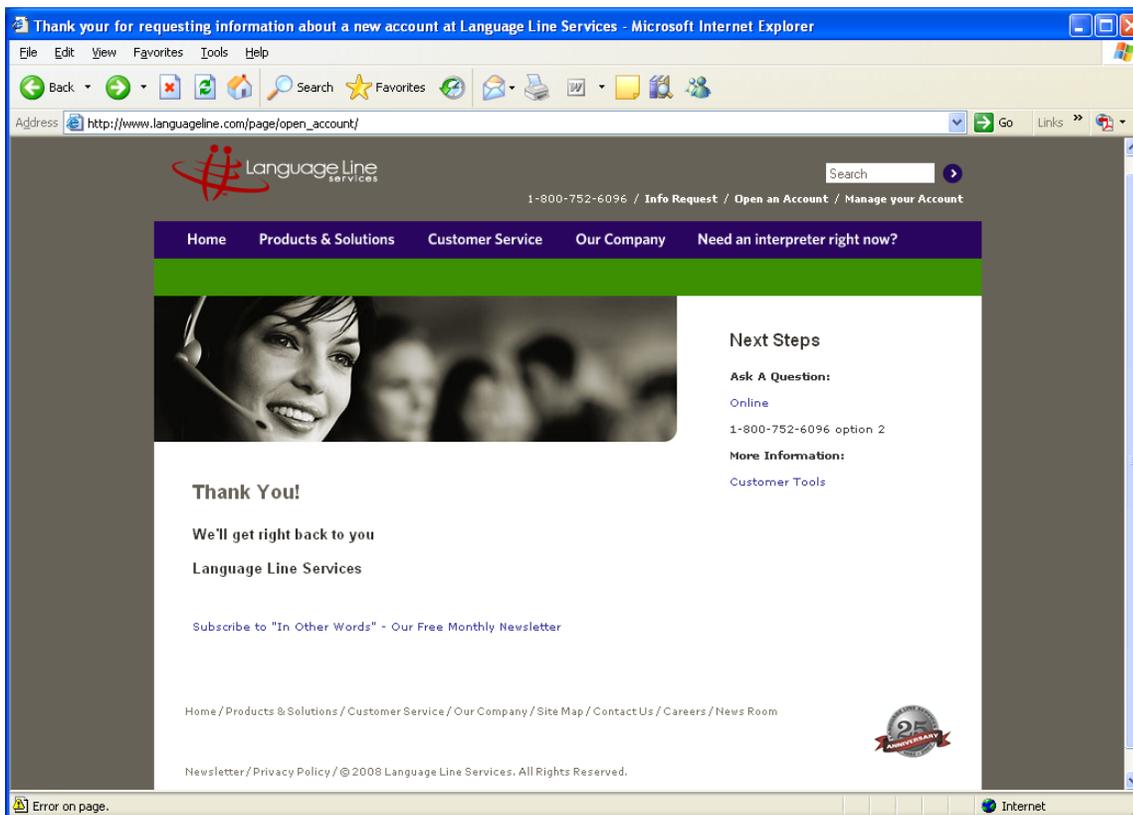
1. USE THE “I SPEAK” CARD TO IDENTIFY THE PERSON’S LANGUAGE

Census Bureau’s “I Speak Cards” Example

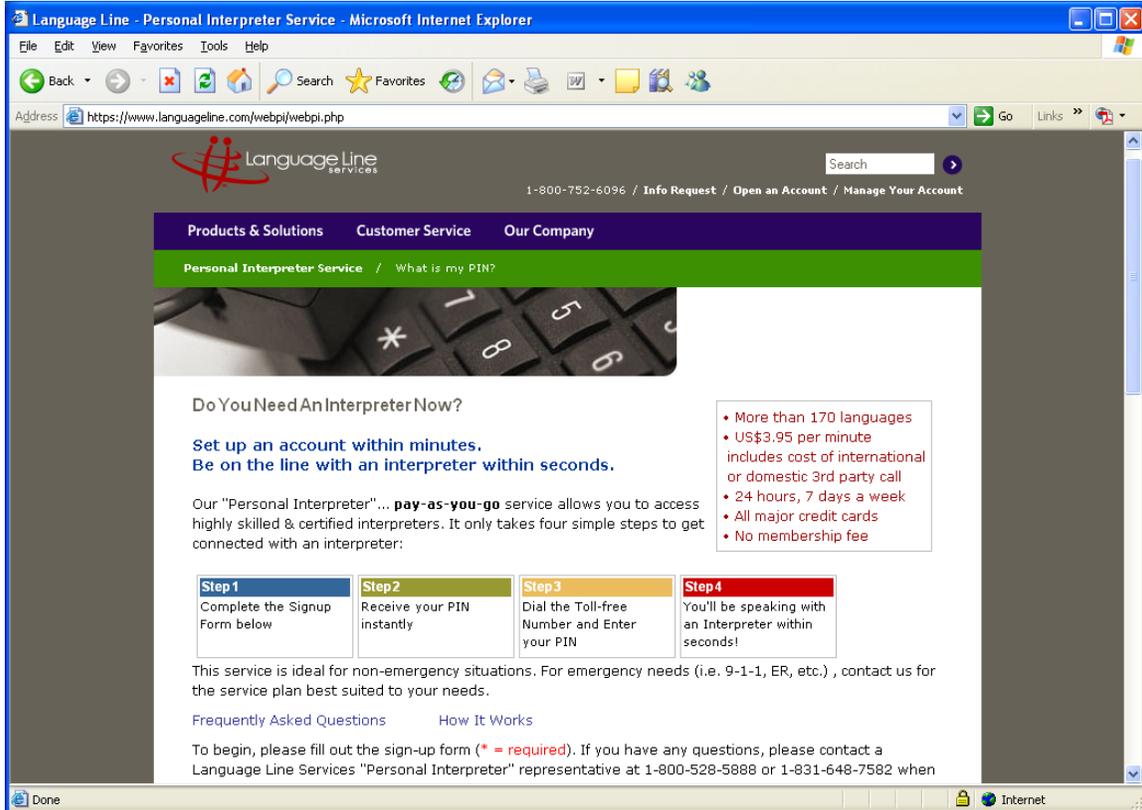
2004 Census Test	<small>United States</small> Census 2010
LANGUAGE IDENTIFICATION FLASHCARD	
<input type="checkbox"/> ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
<input type="checkbox"/> Խոսողուն՝ հնք նշում՝ կատարեք այս քանակությունը, եթե խոսում կամ կարդում եք հայերեն:	2. Armenian
<input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।	3. Bengali
<input type="checkbox"/> ល្អប្រសើរណាស់ប្រសិនបើ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	4. Cambodian
<input type="checkbox"/> Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.	5. Chamorro
<input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese

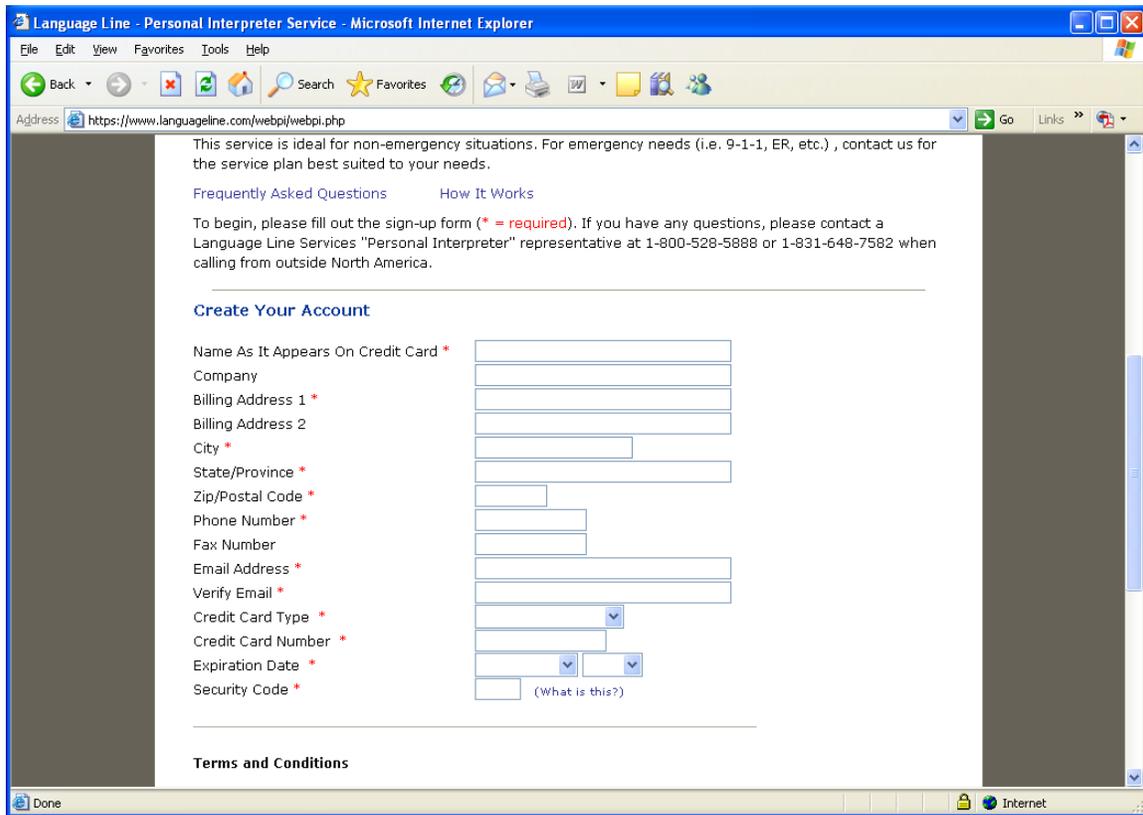
Full card is located: <https://www.lep.gov/sites/lep/files/resources/ISpeakCards2004.pdf>

2. ENGAGE SPANISH SPEAKING DRIVER OR TOB COMMUNICATIONS STAFF
3. GO TO OUR INTERPRETER SERVICE www.language.com
4. CLICK ON “Need an interpreter right now?”



5. WE USE THE PAY AS YOU GO SERVICE. FOLLOW THE STEPS SHOWN.





6. ENTER THE CREDIT CARD NUMBER AND OTHER INFORMATION REQUIRED.
7. YOU WILL RECEIVE AN EMAIL WITH AN 800-NUMBER TO CALL AND YOUR PIN NUMBER.
8. MAKE THE CALL.
9. TELL THE INTERPRETER WHAT YOU WANT TO COMMUNICATE TO THE PERSON.
10. PUT THE PERSON ON THE PHONE AND THE INTERPRETER WILL TELL THE PERSON WHAT YOU SAID.
11. AND YOU GO BACK AND FORTH UNTIL YOU ARE DONE COMMUNICATING.

Please remember this call costs \$3.95 per minute so expedite your communications as much as possible. If you are requiring Spanish translation services, ask one of our drivers that is fluent, then check to see if Officer Esteban Ortega or a Communications Department staff member fluent in Spanish is available to assist you before resorting to Language Line. Another option is the Google Translate app. In all cases, TOB shall use any or all resources to assist customers requiring language translation services.

FREE RIDE PROCEDURES FOR LIMITED ENGLISH PROFICIENCY

- When TOB sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
- When the TOB Transit hosts public meetings or conferences and a special need is identified in advance, TOB will make every effort to have a translator available at the meeting.
- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
- When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into "A (insert alternative Language) translator will be available". For example: "*Un traductor del idioma español estará disponible*" This means "*A Spanish translator will be available*".

Public Notices can either have that a translator will be available at the meeting or we can post information where people with special needs can contact us in advance of the meeting to arrange for accommodations. Public Notices must contain one or the other.



TITLE VI / LEP

REQUESTS FOR SERVICES

- January 1, 2008 to December 31, 2008 - NONE**
- January 1, 2009 to December 31, 2009 - NONE**
- January 1, 2010 to December 31, 2010 - NONE**
- January 1, 2011 to December 31, 2011 - NONE**
- January 1, 2012 to December 31, 2012 - NONE**
- January 1, 2013 to December 31, 2013 - NONE**
- January 1, 2014 to December 31, 2014 - NONE**
- January 1, 2015 to December 31, 2015 - NONE**
- January 1, 2016 to December 31, 2016 - NONE**
- January 1, 2017 to December 31, 2017 - NONE**
- January 1, 2018 to December 31, 2018 - NONE**
- January 1, 2019 to December 31, 2019 - NONE**
- January 1, 2020 to December 31, 2020 - NONE**
- January 1, 2021 to December 31, 2021 - NONE**
- January 1, 2022 to December 31, 2022 - NONE**
- January 1, 2023 to December 31, 2023 - NONE**
- January 1, 2024 to December 31, 2024 - NONE**



Town of Breckenridge Title VI Plan

*Related to
Transportation Planning, Improvements, and Transportation Services*

**Endorsed and Approved January 14, 2025 by the:
TOWN OF BRECKENRIDGE
COUNCIL**

APPENDIX F

Policies and Procedures for the Use of Town of Breckenridge Public Transportation

The following document is on public display, both in English and in Spanish translation, at the TOB Transit Center and summarized on the official TOB Free Ride website. The document was originally adopted on May 1, 2004 and is reviewed on an annual basis. Any revisions to the policy and procedure document are immediately updated for public information in both languages.

General Use Policies

1. General Policy. Free Ride public transportation vehicles and facilities (Free Ride) are provided by the Town of Breckenridge (Town) for the benefit of the Breckenridge community, visitors, and the general public. All permissible use of public transportation vehicles and facilities (Free Ride Services) shall be strictly limited to conduct consistency with the reasonable use and enjoyment of such services and for their safe and reliable operation.

2. Use of Free Ride Services.

- a. There are no user fees for the use of basic Free Ride Services.
- b. Use of Free Ride Services is available on a first-come, first-served basis until capacity is reached. The buses cannot wait for incomplete boarding parties.
- c. The Town reserves the right to impose user fees for Free Ride Services when it is deemed that such action is necessary and in the best interest of the Town.
- d. Use of the Free Ride Transit System constitutes an acceptance of the terms of use.
- e. All users must wear shirts and shoes and display proper hygiene as to not be overtly offensive to other passengers.

3. Standing Passengers. All standing passengers (whether adults or children) must use the handrails or other stabilization devices provided on the vehicles in order to stabilize themselves while the vehicle is in operation. Passengers are not permitted to stand forward of the Standee Line per federal regulations. Passengers stand at their own risk.

4. Children.

- a. Riders age eight (8) and younger must be under the supervision of a responsible adult at all times when using Free Ride Services.
- b. All children under the age of six (6) must be seated.
- c. Diapers may not be changed aboard a Free Ride Transit vehicle.

5. Bicycles, Skis, and Snowboards.

- a. On a seasonal basis, public transportation vehicles are equipped to carry bicycles, skis, and snowboards on a first-come, first-served basis until capacity is reached.
- b. Any rider traveling with a bicycle, skis, or snowboard must be able to load without assistance.
- c. Bicycles may be brought on-board transit vehicles at driver's discretion once exterior rack is full. If space is available, skis and snowboards may be brought on-board. Use of the provided bicycle rack is at the user's own risk.

6. Carry-On Items.

- a. Free Ride Services do not have space specifically designed for storage.
- b. Riders may bring packages and groceries on-board vehicles if space is available and if they maintain control of these items within their immediate seating area.
- c. Any rider traveling with carry-on items must be able to board without assistance.
- d. Carry-on items must not interfere with passenger safety or obstruct the aisles.
- e. Portable music devices such as radios, iPods, etc. must not be played at a volume that would disrupt the safe operation of the transit vehicle or annoy other passengers. Transit riders are required to use headphones for their radios or iPods while on board a transit vehicle as a courtesy to your fellow passengers.
- f. No food or beverages may be consumed aboard a Free Ride transit vehicle. Beverages should be transported in a spill proof container. The Free Ride may impose a total ban of all beverage containers for special events and holidays. Notice will be posted.

8. Hazardous Materials. Hazardous materials such as car batteries, explosives, flammable liquids, firearms, or weapons (except as authorized by law) are prohibited on Free Ride Services. Mention of any such materials is considered to be threatening behavior and will not be tolerated. Any violation of this prohibition will result in immediate notification of the appropriate law enforcement officials.

9. Animals. All animals are prohibited from Free Ride Services, subject to the following exceptions:

- a. Legitimate service animals under the control of a guest with a disability as permitted by the ADA.
- b. Small animals stored in an approved carrier under the control of a responsible guest, at the discretion of the transit operator.
- c. Well-behaved and leashed dogs, on the floor, next to or in front of their handler are allowed at the discretion of the transit operator.
- d. Any rider traveling with an animal may be expelled if the animal's behavior compromises the safe operation of Free Ride Services or otherwise poses a threat to the health, safety, and welfare of the public.

10. Smoking. Smoking and vaping is strictly prohibited while using Free Ride Services. This includes inside the buses, inside transit facilities, and at bus stops. Outdoor smoking areas may be provided, as designated by the Town in the exercise of its sole discretion. Electronic cigarette devices and Marijuana are included in the definition of smoking as being prohibited.

11. Loitering. Remaining on board a Public Transit Vehicle without a destination, sleeping on-board a transit vehicle, or loitering at a Public Transit Station or designated Bus Stop is not permitted.

12. Disruptive Behavior. Loud, obnoxious behavior or the use of foul language is not permitted aboard a Free Ride Transit Vehicle, at a designated public bus stop, or at a Public Transit Station. Disruptive passengers may be denied Free Ride Services at the discretion of the Transit Operator.

13. Flash Photography, Laser Pointers. Taking flash photographs or the use of a laser pointer while on board a transit vehicle is extremely dangerous and not permitted.

14. Alcohol; Illegal Drugs.

- a. The consumption of alcohol is prohibited while using the Free Ride Services.
- b. The possession of an open alcoholic beverage container is prohibited while using the Free Ride Services.
- c. No person may ride the Free Ride Services while he or she is visibly intoxicated and not in control of their own person.

15. The possession, sale, or use of any illegal drug is prohibited while using Free Ride Services.

16. Medical marijuana or Recreational marijuana may not be used on-board, at designated bus stops, or at a Public Transit Station.

14. Fixed Route System. The Free Ride Transit System is a fixed route public transportation system. We are prohibited by federal law from making undesignated stops in which to board or disembark passengers. All bus stops are hail stops. The Free Ride Transit System complies with all state and federal regulations for public transportation and is under the jurisdiction of the Federal Transit Administration and Federal Motor Carrier Safety Regulations.

15. Emergencies. In the event of an unforeseen emergency, the Transit Operator shall provide passengers with specific directions for evacuation and/or other necessary actions. For your safety and that of our other passengers, you must comply with the directions provided. Transit Operators are licensed Commercial Drivers and are provided extensive training to meet federal regulations for safety.

16. Compliance with Use Policies. The Free Ride Transit System reserves the right to deny boarding or Free Ride Services to any person not complying with the "Use Policy and Procedures" for the transit system. Refusal to comply with the directions of a Transit Operator or Transit Supervisor and/or the hindering of the movement of public transportation is punishable by Federal Law with up to 16 years in prison and up to \$750,000 in fines. Other state and local laws may also apply. Persons not following the basic requirements for Use of the Free Ride Services will not be allowed to board or will be told they must disembark. The Free Ride Transit System will notify law enforcement officials of any misconduct involving Free Ride Services at its sole discretion.

17. Audio & Video Surveillance. The Free Ride Transit System has on-board camera surveillance technology for the safety and security of our passengers. Each bus and facility equipped with such technology shall have a notice posted.

18. Non-Discrimination. The Town of Breckenridge complies with Title VI of the Civil Rights Act of 1964. The level and quality of transportation service will be provided without regard to race, color, or national origin in accordance with Title VI. The Town of Breckenridge also does not discriminate based upon disability, religion, creed, sex, age, orientation, political ideology, or any other similar factor. All Free Ride services are provided with equal access to all.

19. Accessibility. All Free Ride Services provided by The Town shall meet the standards of accessibility for persons with disabilities established by the Federal Transit Administration pursuant to the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336). Accessibility is provided along our fixed route system at designated bus stops only. All mobility devices aboard a Free Ride transit vehicle must be secured. Persons requiring point-to-point accessibility service may contact our

contracted service provider, Mountain Mobility, at (970) 389-1041 to arrange for that type of ADA mobility service.

Notice

Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI Civil Rights Act or the provisions of the Americans with Disabilities Act may by him/herself or by a representative file a written complaint with Town of Breckenridge and/or the Federal Transit Administration. All complaints will be promptly investigated.

To request additional information on the Town of Breckenridge nondiscrimination obligations or the Americans with Disabilities Act, contact:

Transit Manager
Town of Breckenridge
Free Ride Transit System
1105 Airport Road
P.O. Box 168
Breckenridge, Colorado 80424-0168

Information in languages other than English will be provided as needed and will be consistent with DOT LEP Guidance. Additionally, alternative formats, i.e. large print, Braille, audio or video tapes of the use policies and procedures are available upon request.

Policies and Procedures
for the Use of Town of Breckenridge Public Transportation -
Free Ride Transit System

Adopted: May 1, 2004

Reviewed: January 14, 2025



Town of Breckenridge Title VI Plan

*Related to
Transportation Planning, Improvements, and Transportation Services*

APPENDIX G

**Endorsed and Approved January 14, 2025 by the:
TOWN OF BRECKENRIDGE
COUNCIL**

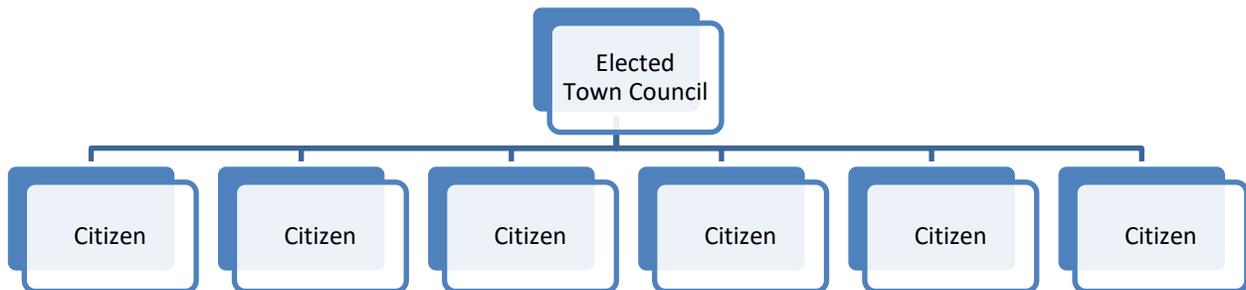
Demographics of non-elected Commissions & Committees

The Town of Breckenridge Free Ride Transit System is governed by the Town Council of the Town of Breckenridge. All policy decisions, service plans, and budget appropriations must be approved by the Town Council. The Town Council is an elected body.

The Town of Breckenridge operates on the Council – Manager Form of government. The Town of Breckenridge is a Home Rule municipality in the State of Colorado.

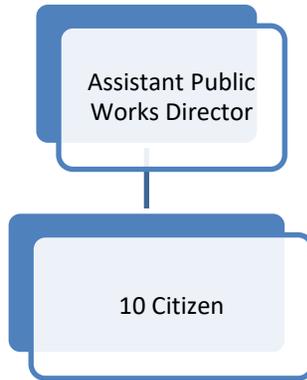
For Transit Planning, the Town of Breckenridge Free Ride utilizes the services of The Town of Breckenridge Community Development Division. The Planning Commission is the body that reviews submitted planning applications and then recommends planning decisions to the Town Council for approval.

TOWN OF BRECKENRIDGE PLANNING COMMISSION



The demographics of this commission are representative of the community make-up. It can be challenging in such a small community to get any participation for commissions or committees. All of our advertisements for commission/committee appointments are placed into the newspaper with the widest local circulation and on the town website.

The Town of Breckenridge Free Ride utilizes the services of The Town of Breckenridge Mobility Advisory Committee. This volunteer committee serves in an advisory capacity. The demographics of this committee are representative of the community make-up. It can be challenging in such a small community to get any participation for various committees. Future efforts to diversify this committee is a priority. Any new vacancies will be advertised on the Town of Breckenridge’s website to encourage participation.





Town of Breckenridge Title VI Plan

*Related to
Transportation Planning, Improvements, and Transportation Services*

APPENDIX H

**Endorsed and Approved January 14, 2025 by the:
TOWN OF BRECKENRIDGE
COUNCIL**

Service Standards & Service Policies For Fixed Route Service

**No monitoring required – less than 200,000 population
and less than 50 vehicles in operation**

I. Vehicle Load for Fixed Route Service

The Town of Breckenridge Free Ride Transit System currently has four (5) different models of transit coaches in its Fleet. Vehicle load can be expressed as the ratio of passengers to the total number of seats on a vehicle.

**FREE RIDE TRANSIT SYSTEM
VEHICLE LOAD STANDARDS**

Vehicle Type	Average Passenger Capacities			Maximum Load Factor	# of units in Fleet
	Seated	Standing	Total		
40' Low Floor Gillig Bus	30	52	82	2.73	3
29' Low Floor Gillig Bus	22	23	45	2.05	4
32' Low Floor El Dorado Bus	27	48	75	2.8	5
35' Low Floor El Dorado Bus	28	48	76	2.71	1
35' Low Floor Hybrid Gillig Bus	28	48	76	2.71	2
35' Low Floor Proterra/Phoenix Bus	27	48	75	2.8	5

The average of all loads during the peak operating period generally should not exceed vehicles' achievable capacities, which are 82 passengers for 40-foot Gillig buses, 45 for 29-foot Gillig buses, 75 passengers for 32-foot El Dorado buses, 76 passengers for 35-foot Hybrid Gillig buses and El Dorado buses and 75 passengers for 35-foot Proterra buses.

When consistent loads meeting these standards appear on any route, the route will be evaluated for increased service frequencies or other alternative strategies to meet the transit demand.

II. Vehicle Headways for Fixed Route Service

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Vehicle headways are measured in minutes (e.g., every 15 minutes); service frequency is measured in vehicles per hour (e.g., 4 buses per hour).

The Town of Breckenridge Free Ride Transit System adjusts its service plan approximately twice per year. The levels of transit demand vary with the summer and winter seasons. The transit service ramps up in the winter and down in the summer in response to the transit demand. With Breckenridge being home to one of the most visited ski areas in North America, the highest transit demand level exists during the winter months and that is when the greatest level of transit service is provided. The tables below outline the minimum service headways by season.

**FREE RIDE TRANSIT SYSTEM
POLICY HEADWAYS AND PERIODS OF OPERATION**

WINTER SEASON	Base Service Interval (in minutes)
Yellow Route	15
Gold Route	30
Brown Route	15
Purple Route	30
Trolley	30
Green	30
6:15 am – 11:15 pm	

SUMMER SEASON	Base Service Interval (in minutes)
Gray Route	20
Gold Route	30
Purple Route	30
Trolley Route	30
Green Route	30
6:15 am – 11:15pm	

Headways will be improved first on routes that exceed the load factor standard or on routes that have the highest load factors.

III. On-time Performance for Fixed Route Service

a. Definition of “On-time Window”:

The Free Ride Transit System prohibits as a matter of policy any bus from servicing a bus stop ahead of the scheduled pick-up time or running early. (At times, we may fall behind during gridlock conditions to where the bus is late and not actually running early. This is different than running ahead of schedule.) The Free Ride further defines an on-time performance if a bus is no more than 2 minutes late for servicing a particular stop or the origin & destination points of an entire route. These guidelines are the established “On-time Window” for calculating the overall System On-Time Performance.

b. Established Service Standard

95 percent of all runs system-wide or on a particular route or line completed within the allowed “on-time” window during the summer season.

During the winter season, we face conditions that are beyond our control, including weather and traffic congestion, so in the winter 90 percent of all runs system-wide or on a particular route or line completed within the allowed “on-time” window is the established standard.

IV. Service Availability for Fixed Route Service

The standard is expressed by bus stop spacing. Bus stop spacing generally depends on ridership. Ridership, in turn, is typically affected by surrounding land use type, such as residential, commercial, or Central Business District. The range of spacing between each stop in Breckenridge is standardized on average to be between 600 and 1,000 feet on all routes in developed areas.

Typical Bus Stop Spacing

<u>Land Use</u>	<u>Range of Spacing</u>	<u>Typical Spacing</u>
Central Business District	300 to 1,000 feet	600 feet
Service or Activity Center	500 to 1,200 feet	750 feet
Residential	600 to 2,500 feet	1,000 feet
Rural	650 to 2,640 feet	1,250 feet

V. Distribution of Transit Amenities for Fixed Route Service

Distribution of all transit amenities such as bus shelters, benches, and trash receptacles is determined through ridership levels. Based upon boarding counts and bus stop utilization, the following table outlines the standard for how the transit amenities are placed by the transit system.

Transit Amenity Placement

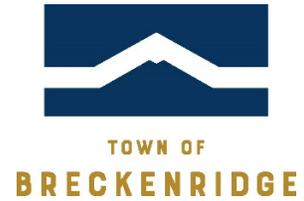
<u>Activity</u>	<u>Amenity</u>
Less than 25 passenger boardings per day	None
Between 25 and 80 passenger boardings per day	Bench
81 or more passenger boardings per day	Shelter

Some private entities, such as homeowner’s associations and property developers, have added their own transit amenities that may not conform to the standards above. We use the above standard when making a determination if an amenity is warranted that does not currently exist.

VI. Vehicle Assignment for Fixed Route Service

It is the policy of the Free Ride Transit System to assign vehicles with more capacity to routes with higher ridership and/or to routes with additional capacity needs during peak periods.

The Free Ride Transit System has a robust Preventative Maintenance Program as well as a Capital Replacement Plan to ensure a fully functioning Fleet. It has performed mid-life cycle refurbishments on several buses in its Fleet; therefore, the quality of the equipment available for use is equal - regardless of its age.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: January 8, 2025
Subject: Planning Commission Decisions of the January 7, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, January 7, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS:

1. Driving Range Netting, 200 Clubhouse Drive, PL-2024-0505

A proposal to install 30 ft. tall netting along the east side of the golf course driving range and 20 ft. tall netting along the north end of the golf course driving range. *Approval recommended.*

OTHER: None.



Driving Range Netting
Town Project, 200
Clubhouse Drive

PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With the below changes, the December 3, 2024 Planning Commission Minutes were approved.

Mr. Leas: My comment on page five regarding the exterior of the Village of Breckenridge, “we appreciate the investment,” should instead state, “we appreciate the *capital* investment.” On page seven, I’m quoted as saying “the modular projects in Edwards look better than Breckenridge’s Justice Center.” That was meant to state, “the modular projects in Edwards look worse than Breckenridge’s Justice Center,” consistent with my closing comments.

APPROVAL OF AGENDA

Mr. Kulick: Following public comment on historic preservation issues, our new town attorney Keely Ambrose will give an introduction.

With the above change, the January 7, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

INTRODUCTION OF KEELEY AMBROSE, TOWN ATTORNEY

Ms. Ambrose introduced herself to the Commission and offered her assistance as needed.

PRELIMINARY HEARINGS:

1. Imperial Hotel, BGV Parcel 4 (SVC), 1599 Ski Hill Rd., PL-2024-0475

Ms. Crump presented a proposal to construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, “The Imperial Hotel & Private Residences.” The project will consist of 36 hotel units, 58 condominium units with 75 lock-offs (22 whole ownership with 21 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA). The following specific questions were asked of the Commission:

1. Does the Commission agree that a variance to the regulations of the PMA should be granted for the proposed drainage improvements within the PMA?
2. Does the Commission agree with staff’s assessment that the proposed architecture meets the “transitional mountain style (between rustic and contemporary)” requirements of the master plan?
3. Does the Commission agree with staff’s recommended adoption of the applicant’s proposed employee generation rates (excludes the applicant proposed retail market generation rate of zero)?
4. Does the Commission agree that the BOEC allocated space of 1,668 sq. ft. and free access to the outdoor pools and aquatic areas is eligible for positive four (+4) points?

5. Does the Commission agree with positive four (+4) points for installation of the heated paving weather monitoring system?
6. Does the Commission agree with the staff recommended preliminary point analysis?
7. Does the Commission have additional comments?

Commissioner Questions / Comments:

Mr. Giller: Can you point out the BOEC dedicated parking spaces? (Ms. Crump: They may not be delineated on the plans yet. The dedicated spaces are a requirement of the Development Agreement.)

Mr. Frechter: It would be nice to see elevations for the next hearing from the rear, ski adjacent side of the project; I would like to see how it integrates with the ski area and nearby on-snow learning areas. What are the employee generation rates under the new code? (Ms. Crump: 193 employees would be generated under the new code. That is less than what the applicant is proposing.) We should take that under consideration. Is there any precedent for granting positive four points for the BOEC space and amenity access? (Ms. Crump: The previous precedent includes allocated space for childcare facilities, student housing for CMC, and possibly FIRC. Those applications have received positive four points for social services under policy 24R, but there's not a related similar example.) Staff proposed positive four points for the snow melt monitoring system. How did you come up with that number of points for that? (Ms. Crump: That part of the Development Code only allows for positive four points, or negative four points for proposing something very energy inefficient. There's no flexibility in that spectrum.) (Mr. Kulick: We will have our Sustainability Division weigh in, but Jessie Burley did look at it and gave preliminary positive feedback on the proposed system.)

Ms. Gort: PMA development standard states, "restored in a manner that provides similar biological functions." It doesn't seem like we have a lot of details on those retention ponds except seeds will be planted. Considering revegetation timeframes, the requirements seem stronger than proposed by the applicant. (Mr. Kulick: It will be similar to the other variances we granted, but each one of the buildings, the three BGV buildings, One Ski Hill Place, and the parking structure that are adjacent to the Gulch had a similar variances. This language is borrowed from those previous projects to keep it consistent. The expectation would be what we've seen previously for revegetation and implementation of the detention facilities.) They just seed, not plant bushes or shrubs? (Mr. Kulick: They've seeded, monitored revegetation, and completed weed control, absent using any kind of herbicide. The Ski Area has to contract and keep up with weed mitigation for both the water quality and detention areas. This includes the gondola easement which in certain locations is very complex because of the wetlands where you do not want to not tread on the vulnerable areas, but it's very important to not let invasive species take root in the Gulch. This is a concerted effort that the Open Space Division manages. You're right that the vegetation part maybe sounds less technical, but it's really ensuring there is ongoing maintenance.) I can't tell really the area there or what's already growing there. It shows lots of trees. (Ms. Crump: The detention area will be approximately here on the diagram.) Will it look similar to the one on the left? (Ms. Crump: No, it will not. It won't be a physical pond like shown, but more of an overflow area expansion. It won't be a structure; more removal of soil from this area to accommodate additional discharge.) The Town 's policy is to only require planting seeds and maintaining it? (Mr. Kulick: We're being consistent. This is located upland from the wetlands. It's really making sure the water that is discharged is settled and filtered before it goes back into the wetlands. This is the last buffer area before we get into the sensitive wetland complex.) (Ms. Crump: This area already exists and they are proposing an expansion of it. This collection area will take on runoff that's coming

from the ski area or groundwater. It's not going to take the more contaminated runoff from the parking, driveway, or roofs of the structure. That will be diverted into this existing pond, which has more water quality treatment features.) It would have been nice to see more of what their actual design is. This will be very visible there. (Mr. Kulick: Specifics will be in the next level of design and reviewed by Engineering.) 11 SFEs on the original agreement and then now proposed 17 SFEs for commercial. Why did that increase? (Ms. Crump: They're allowed to use the 74.2 SFEs transferred for any use. Some of those were allocated to commercial.) Do you have precedent for the employee generation rates requested? (Ms. Crump: As allowed in the code, the applicant has supplied evidence for adjusted generation rates based on employment in their existing properties. If they had to provide all housing for employees generated under the old code, the proposed Entrada development exceeds that amount. The adjustment to the generation rates that they're asking for is somewhat moot, but we don't want to set a precedent for relieving employee generation where it's not warranted.) (Mr. Truckey: The old code regarding employee generation said an applicant could challenge the generation rates. We did that with Highside Brewery; there's some precedent for that in the past and they're looking for the same consideration.) For whole ownership units, you're giving them a lower generation rate, but that's something they've elected to do. Is that part of the consideration? (Ms. Crump: Yes, they could elect to have a higher intensity use of the square footage, but then they would have a higher generation rate. We're recommending to accept their proposed generation rate based on the use that they're proposing. The generation would change if they decided at the end that they wanted them to all be fractional ownership.)

Mr. Smith: If you can cover the employee generation rate with your employee housing project, why ask for an exception? (Ms. Crump: I will let the applicant speak to this but they probably want a true value that reflects what their resorts actually employ. Their similar size, similar scale operation employs 160 full-time staff, which is fewer than what this is showing would be generated. The applicant wants to show that the generation rate is true to reality.) Regarding the building height, I see that the chimney exceeds approximately eight feet above the existing roof line. It says on the development code in no instance shall any of these structures extend ten feet over the specified maximum height limit. Would that maximum height limit be the 72', instead of the 62'? (Ms. Crump: That actually is overruled by the development agreement and Master Plan, which has a different absolute maximum height, the height of One Ski Hill Place's east cross gable. In this instance, height is governed by several different documents, including the development agreement, the master plan, the development code, and land use guidelines. The absolute policy, based on the master plan, is the east cross gable of One Ski Hill Place. The relative policy defers to what's in the development code and the recommended land use guidelines. And that's the 62'. We would assess negative points based on 62', the maximum recommended height.) The One Ski Hill roofline takes the precedent? (Ms. Crump: Yes, that's their absolute maximum. But to answer your question about the chimney, there's a separate section within the development code Policy 6 that talks about building extensions like elevator shafts or chimneys. Those can be up to 10' taller than the maximum building height.) Is any of the groundwater going to be pumped or is it all naturally flowing? (Shannon Smith, Town Engineer: We'll defer to the applicant. We haven't received design plans on any of that yet.) There is continuous groundwater pumping that requires some permits to the State as well. (Ms. Smith: The groundwater situation was similar in the prior development that's been completed. I think we'll be following that.) Have you considered the snowmelt coming from the ski area, and PFAS chemicals coming into the wetland complex? (Ms. Smith: I don't think we're analyzing PFAS in the Gulch.) (Mr. Kulick:

We do monitor general water quality throughout the Gulch and have a lot of test sites. BOSAC reviews every year with consultants that come and issue an annual report. Occasionally a pollutant chemical presence is detected and there is a need to trace its origins.)

Mr. Giller: On the accessible parking count, I'd like those spaces broken out between the overall building and the BOEC requirements. The sensor on the heated pavement is given points under "other design feature", could you give us some precedent on other design features that have obtained four positive points? (Ms. Crump: The only one that I'm aware of is a single-family residence which installed a geothermal heat system. That system wasn't contemplated in our code either. The Commission assigned positive four points. I'm not aware of other instances where we've given positive points.) When I look at that brochure, it's a little weather station and a microprocessor. (Mr. Kulick: There's other data they can provide; they do utilize that system at some of their other projects. Sustainability will review it more thoroughly.) It's still just a sensor and doesn't seem to be a lot to it. There are areas on the plans that are just color-coded with general descriptions like amenity or back of house. Are we assured of the programming here? Considering the development requirements and the employee generation requirements? There's large sections of the plans that are vague as to programming. (Ms. Crump: Included in the condo/hotel generation rates it's contemplated that you would have support and amenity areas that go along with that in those generation rates. I'll let the applicant speak to amenity programming and if there's more solidified information they can provide beyond what's on the plans.)

Mr. Leas: Will the Breckenridge Ski Resort staff be moving their operations to some temporary facility while the building is constructed? (Ms. Crump: There will be temporary structure or structures for those facilities during construction. We've asked that the applicant provide that information at a later hearing. Those are contemplated with this development and they were contemplated in the development agreement.) The building is ~ 409,000 square feet including the townhomes? (Ms. Crump: Yes, 409,000 sq. ft. gross.) The siding material noted in the DTJ drawings as wood tone, natural fiber core siding. That's not an approved siding material. (Ms. Crump: We've asked for more information on that and they're going to bring a sample and more information for a subsequent hearing.) Fiber cement is what we allow. It'd be nice to have some samples and some specificity about what that is. (Ms. Crump: They're contemplating some of these non-natural materials that you mentioned because they do run against building codes for high rises. Once they get above a certain building height different materials are required for fire prevention.) (Mr. Kulick: Previously on all the buildings, once above the building code threshold, they were not assessed negative points for those areas for utilizing materials required by code; if a building code requires a different type of material, we've allowed them to utilize another fireproof material. That goes back to even before we had more leniency with cementitious siding. Some of the earlier buildings would have been painted into a corner had we not had an allowance for more hardened materials above a certain level that they coincide with building code.) Going back to the water quality issues. You say "the approval by applicable regulatory agencies must be obtained." I'm used to seeing a very specific recipe for what needs to happen in terms of mitigating groundwater and runoff. I'm sensitive to that and I think everybody would be a little bit more comfortable if we had some specificity about what they're going to do. (Ms. Smith: There will be specific permits issued by the State agencies as well as Town of Breckenridge. They are just not required at this hearing.) Pathways from Boulder Ridge and Four O'clock subdivision, the grade there requires walking with skis? Is there a provision to have the grade such that that's not prohibitive to ski back? (Ms. Crump: They will not be changing the grade once you cross the

property line. Right now for access, you could take the stairway from Ski Hill Road and then walk uphill. It may be improved access, in that you could ski back this direction to your home if you live up here, but you're right, once you get into this access easement it is uphill towards those subdivisions.) (Mr. Kulick: Yeah. It is narrower with this plan. Current ski access with no buildings there, the neighbors can go whichever way is the most desirable back to their property. Upon completion of the building, it will be funneled, and I think this is one of the biggest concerns that the neighbors have some legal access to come in and out of the ski area. I know Mike Dudick of BGV had discussions with them; it's very important to maintain ski access to that neighborhood.) We're talking about the access when the project's finally done, but I think it's also important to address the temporary access while the construction is going on, because you want to give them access, but you also want to keep those people safe from construction activities. (Mr. Kulick: It isn't shown on the plans but that is a good point to know the access plans for the several years of buildout and construction.) Can you expand upon the issues regarding the left turn lane into the project that BGV doesn't want to build? (Ms. Crump: It's part of an ongoing discussion between the applicant and Engineering. Current code standards from the Town require a left turn lane. Previous standards did not for the East Peak Hotel.) Is it a cost or practicality issue where you don't have the space in the right of way? (Ms. Crump: I think it's a space limitation. I can let the applicant expand on why they would rather not do that. But it is an ongoing discussion, nothing is determined at this time.) Delivery trucks would have the backing motion off of Ski Hill Road and it's not really clear, does that mean that they will be able to stop and back into that space or back to Ski Hill Road? (Ms. Crump: They will be given a variance to back onto Ski Hill Road.) (Ms. Smith: That was included in the development agreement. I'm unclear also what the circulation movement would be, but there is a provision in the development agreement that allows a backing movement onto Ski Hill Road, which goes against our standard code.) The black metal proposed for the top of the retaining wall to separate the ski area from the new area, that's not typically what we see on the resort? It is usually a horizontal wood fence with wood posts. Why the change? (Ms. Crump: They were looking for something more substantial for grooming snow up against it. The other resorts at the base don't meet the ski slope at this extreme grade change and there's not a dangerous drop off. This will be a series of retaining walls with quite a bit of height difference. The steel mesh will allow for visibility between the two areas and won't obstruct views. The development code under Policy 47A does allow for steel fencing at the ski area, so staff doesn't find it problematic, but we can certainly ask for a render of the fence prior to the next hearing. The ski area has asked the applicant to include this fence. The applicant can speak more on the design choice.)

Ms. Propper:

There are 127.6 SFEs for residential, and when I added up the townhomes, hotel and condominiums, I got a 132.54. Which would be an excess by almost 5 SFEs. Then I saw that for the common areas, support and circulation there are 65 SFEs. As Elaine pointed out, there are 6 additional SFEs being used for commercial. The overage between the two residential numbers of almost 5. The number that I came up with for these areas was 79.98 SFEs, which exceeds the 74.2 SFEs number that I understood is the number that can be used for other purposes. So roughly 2 SFEs higher than the 74.2. Can you explain? (Ms. Crump: The support and circulation SFEs, those could be for any use as well. When we removed Policy 4, mass, that took away the bonus they would receive for hallways and support areas and other areas that didn't have density previously. So, under the new code those have to be assigned a use. For this, we allocated the use conversion rate of 1,200 square feet for condos for that circulation support area. But those may not be strictly residential uses. Circulation and support

could be put into some of the other categories. Staff will redo the math on our own and come back to you on that question at the next hearing.) As I'm looking at it, they're over on the residential. They're over on the commercial. There are a little bit under on the guest services, but I wasn't sure whether that was the number that could be used for something else. And then they have this 74.2 SFEs that are flexible. (Mr. Kulick: We have to look through it, but guest services has a very specific definition under the master plan. You have to look at that definition and attach it to what it is versus just saying this seems more commercial or this seems more residential. There are certain things that qualify as guest services.) I'm very appreciative that BGV is allocating BOEC space, but I question the allocation of four points. It seems very high to me and as far as I understand it, the BOEC only operates in the winter. Will that space be used in the other months as well? (Ms. Crump: They would have full time access to this location, and they do have summer programming as well.) I'm just not clear on how you reached the four point allocation. (Ms. Crump: Under that provision of the development code, it's a multiplier of four. Four is the lowest amount, up to eight.) (Mr. Kulick: Eight is the highest, which the Sol Center received. We supported positive four due to the improvement from existing facilities for the BOEC to get skiers to the lifts versus out of their current Peak 9 facilities. It is quite a trek and it's very hard. This gets you dedicated parking that's appropriately sized for the ADA vehicles. A facility with elevator access, that will take them directly to snow. In terms of ease for the type of clientele, it is a significant upgrade. It's much more than just the total of the 1,500 square feet if you compared it to the existing space. At the previous iteration of this project, there were people that came and spoke up on behalf of the BOEC and provided a background of how valuable this space is and it's been high on their list of needs for years. It was very strategically written into the development agreement with the consent of Council to be eligible for positive points.) I'm not objecting to positive points, I just didn't understand how we got to four. The number of employees that would be generated for the whole ownership condos, BGV is using its experience at other sites. It is speculative; they are positing that so few owners are going to want to rent their units. If they rent, it's going to generate a need for more employees, because there's going to be more turnover. (Ms. Crump: I think we could ask the applicant to supply additional information about their current properties and employment generation, specifically for whole ownership condos. The rate that they proposed of 0.33 per unit, is higher than what our current nexus study says is required for a hotel or condominium use per unit.)

Graham Frank, Breckenridge Grand Vacations: The most important part that this building has been an evolution of multiple years and multiple plans and has landed here, which I think is a very good spot. It takes years of iterations. Starting with storm water runoff, the easiest answer is we have to meet the State standards. We have to meet the Town standards, and our entire building package will be reviewed by the Engineering department in detail. At this point, there's not active groundwater or stormwater pumping stipulated, but until we have the final details on the hydrostatic shoring wall, all those things, we can't give it to the Engineering department. As soon as we have that, it will go through that full review for both State discharge and Shannon [Engineering]. And talking about the Gulch, looking back at ten years of reports going back to Vail Resorts, One Ski Hill Place, all of those, we didn't have any resins of wax in the reports done by Tetrotech at the time. I don't know if any new reports show that. Theoretically, if you're taking a surface sheeted parking lot right now without any real retention facilities, that's running down the berm and across the road and into the Gulch, everything should be an improvement on the past because we'll be slowing down the velocities, directing the velocities, and we'll have sumps along the way. So, all of that again will be checked by Shannon [Smith, Engineering] and her team. But that is the intention to preserve that asset. We obviously see it as a huge asset for the project and the selling features

of the project having Cucumber Gulch there. We will show all of the ADA spaces, specifically the 6 for the BOEC, specific height, all ADA access to elevator. In addition to what's required by the building; we will have all those striped and shown in the plans in the next iteration. I actually sat on the original Amenity Club task force, so acutely aware of the requirements, but to your questions of what we are programming, we are working through the program of all of those areas but by no means trying to circumvent the amenity club program. So, for example, that pink space on the first floor, when we open phase one of the building, that'll be the first lobby space. And as we move up through the building, that will then become the dedicated whole ownership lobby. This will preserve the different guest experiences. Once the entire project is open, timeshare and hotel guests will be met by the valet on that level. Will go up to that main lobby level where they'll do their check-in. Whereas we see our whole ownership guest being used to the property, they'll go into more of a lobby, concierge experience, grab anything they need, or simply bypass it and go directly up to their unit. But we want the dedicated elevator stack which comes all the way down should they want to jump on the shuttle or go to the transit center to go to town. That was the intention of those. Then as you move out into the building, the ideas we have now for those pink spaces are things like a golf simulator, family fun center, arcade, a lot of the amenities that you see at our current resorts. We are really trying to expand that convenience in the building, but by no means trying to be secretive about what's there. We just haven't decided the exact use in each exact space. One of the things we've seen at our project in Avon is this huge usage of the sports simulators where you can play a litany of games. Those are some of the things we're working through programmatically right now. We'll try to add as much meat on the bone for the next hearing but to your question on amenity club, by no means trying to go around that ordinance. Siding. In the past, we've done, the NFPA fire treated siding at 80 feet. We have not yet found a product that doesn't leach over time. Bill [Campie, DTJ Designs] is going to bring back, not a natural product, but something that preserves the look and feel? We think longevity is key versus two years into the project, and you have lost all of your natural wood look, and you painted it so that leaching stops. So that is what we will be bringing back to you to try to meet a) the building code standard, but b) the natural look and feel that we want in the design code is the intention of those materials that Bill 's team will bring back. And Bill can talk about it in more detail. In terms of access and the left turn lane, what we're trying to do is define the exact number of cars that are going to be turning left per hour to understand if that left turn lane is needed. We're going to do specific car counts at each of our projects on Peak 7 and 8 over the next two weekends and provide the exact data to Engineering to say are we exceeding that threshold on left turns per hour or not? Right now, we're using the modeling standards that take urban projects and mountain projects to generate these based on the usage in the building. We thought that we'd be better off getting the exact counts, presenting them to Shannon, and then finding a solution that we think is viable for the project. (Mr. Leas: I've never had any call backs with Hardy cementitious siding. That's a product that would work for you and would hold up long term.) Metal Fence; we went back and forth with Vail Resorts on the metal fence. This is very critical area with two magic carpets directly above these retaining walls that come down into the site. The barrier is very important in its ability to hold up every day when the snow cats groom to that concrete that it sits on so that you step off directly onto the snow. And as you're doing that grooming, it pushes snow up onto that fence and barrier. We wanted to be permeable enough that a lot of that snow is passing through, but also that we're not building up the snow fence effect creating a berm. We wanted it to be permeable for view from the site up to the ski resort and vice versa, but also ensure that it would be permanent enough for when a skier out of control and isn't stopping before he gets to that shoring wall and there is a permanent barrier there. That was the thinking and working with Vail Resorts and what we've proposed there. On BOEC, I don't usually do this, but I would say from working with Tim Casey and Sonya and all of them that we should get plus eight for this site. The BOEC said it will change the face of the BOEC. Underground heated parking, direct access to an elevator space on the snow at Peak 8. This will be one of the most substantial gifts to the BOEC that they've ever had. I think it is a huge give for that program and because today's access is brutal on the instructors and the participants as they're getting carried in their devices. This gives direct access to the snow literally. They can enjoy the day out on whatever device they're using and back down to the ADA accessible vans. And when Mike Dudik and Tim Casey

originally discussed this four and a half years ago, it was a point of enlightenment for the BOEC and something that we were pretty excited about. And then the last piece, Mike on these devices [snowmelt weather monitoring], so these aren't just a small devices. It is technology that hasn't been in place up here in terms of monitoring and ramping snow melt. It is so advanced that the EPA actually gave us an award for the use at our Peak 8 property, Grand Colorado. We received the EPA Region 8 Recognition Award at Grand Colorado at Peak 8 for the use of these. The EPA is a tremendous believer in the application and use of this technology and it was really innovative. It is used so you're getting the most effective ramp up for power to melt the snow in advance of it hitting the ground. Because the worst thing is it gets on the ground and then you're trying to ramp to a level to clear it. Use of barometric pressure allows you to get ahead of the curve and also turn off the system at the moment it's melted and dry on the ground versus continuing to heat through a cold spell even though the ground 's dry. We're pretty proud of ourselves candidly on the use of the technology. It is not just a new device, it is something that's really effectuating change for us at Peak 8. (Ms. Gort: Can you tell us what kind of sensors; do these use cameras or how does it detect?) It runs off barometric pressure and humidity. It is sensing the storm coming in and the change in that barometric curve combined with temperature and then a humidity sensor once you have melted the snow in that area, your humidity sensor starts picking up zero and you ramp down to stop the melting. So, you're trying to get ahead of the storm and heat the ground before the snow falls, because melting it when it hits the ground is the most efficient way to do so versus melting build up. And then it turns off as soon as that melt cycle has happened. (Ms. Gort: And that's accurate enough, just barometric pressure?) Barometric pressure plus moisture, and temperature. (Ms. Gort: That doesn't use any weather forecasting?) Well, as you start to see that drop in the barometric pressure, your storm is imminent and that is when you start seeing it. I'm sure I butchered how they use the technology, but that's my layman's terms for how they do it. In our staff letter you can see how many therms of gas that we've actually saved at Grand Colorado. It's a huge number for the system. On employee generation, the reason we're asking for the reduction is for accuracy. The next time we come in for something. We're not asking to build less housing, everybody understands that. We're asking for the recognition of what the building 's actually generating so that the next time we come we don't face the answer of well, we just went with their code last time. We want to accurately represent each of these buildings. It's not in the desire to reduce the number of units we're building. We are committing to that and building Entrada. At Grand Lodge on Peak 7, we have both whole ownership condos and we have timeshare. Grand Colorado Peak 8, timeshare and in Avon, we have total buildings of whole ownership. That's what you're seeing in all the data going into this. For example, our most recent project in Avon, 75 condos would be less than half of the 0.33 per unit as it's operating today, with high occupancy and a high rental rate. It's just we want to be accurate in how we're representing our buildings. (Ms. Propper: The Avon property is not a ski front property.) Correct; it's at the base at the gates of Beaver Creek.

Mr. Frechter: What's Vail Resort going to do for a Peak 8 locker room and ski school?

Mr. Frank: They will be relocating those uses to space they have in both One Ski Hill Place and in Crystal Peak Lodge. And then to the question of temporary space, yes, we'll be putting temporary trailers on the site for both storage and office during construction.

Mr. Leas: There's a phase line on the drawings. Is the building going to be built in two phases? (Mr. Frank: One continuous phase for the superstructure, but occupying in phase, coming up through the building. Isolating it across the building is the idea. And the other thing, Mark, we would build and Certificate of Occupancy on all those parking levels in the first phase, but half of those spaces would be used for construction parking.) The nine townhomes are they fee simple or condominiumized? (Mr. Frank: Both the uphill chalets and the downhill townhomes are all fee simple.) And if you could just elaborate for the panel, what the difference is between the fractional units and the condominiums so that people understand how they will likely be used by the owners and the impact of renting or not renting. (Mr. Frank: Our fractional units are sold in 1/52 fractions, so deeded interest one-week fractions. And they range across unit sizes depending on lock-off, suite, those sorts of things. Those have very

high utilization. Owners can stay or rent their unit if they wanted for their week, they run at a very high occupancy. Whole ownership, we on average across all of our projects, see about 40 percent of our owners participating in the rental pool. Units that are more than \$5 million dollars, that drops precipitously and we see their use pattern at only about four weeks a year. All of the owners will participate in the property management for the HOA, but you can rent through whatever service you want. But for continuity across the project, we limit the property management for safety and facility use. The hotel product we see running consistent with the STAR report at a 56% to 66% annual occupancy, if it's following the industry standards. Those would be the use patterns that we would expect to see across the project.) Can you speak to the townhouses? (Mr. Frank: That is a whole ownership product that is in the high end range, \$5 million dollar plus. The owner would make any decision to rent. A lot of those units in the \$5 million dollar plus range, we see the unit lays fallow, if you will, unoccupied and unused when they are not there.)

Ms. Propper opened the hearing to public comment.

Mr. Bill Anderson, 202 Saw Mill Run Road

I'm not sure how many of you are on the committee the last time we went through this, but I own basically the whole east side of that in the Four O'clock subdivision. Last time around I had my remedial drawing of how the whole neighborhood kind of funnels through our property out into the ski hill and it looks like we've got the same situation, and I appreciate having the access. I would love to see a little more detail on how it's all going to work. Most of the people ski from above to their houses and then walk out or ski out through the lower so you don't have skiers racing through below the magic carpet. I appreciate the conversation going on. The one thing I haven't seen anything, and it's a personal thing we're losing most of our view which I get. I mean it's a big building, but you've got that huge peak on the other side that they're basing everything off of. I would just love to see some drawings. So at least we have some view of the mountain and last time we did have a peephole so we were going to see part of the mountain. We kind of lost sight of all of Peak 7 and 6. I'm not against the development, I think it is going to be great. I don't expect to get my whole view, but I'm just hoping we can at least see some sort of a view. We had actual view easements on most of the drawings last time, so at least there was a peekaboo for Jane Hamilton above and myself so we can least have our view that we've always had in some element of it. But that's the main thing. And then you already hit it on it, but I mean it's going to be hard and I don't think we're expecting great things, but if we can have some sort of access to the mountain during construction. I mean again we're here quite a bit, but we do rent some, and the whole neighborhood does the same thing. I don't think they're going to be able to keep that access open the whole time, but obviously peak season, if we can have better access then that would be very helpful. That's all I got.

There were no additional comments and the public comment period was closed.

Response to Commissioner Questions:

Mr. Frechter:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes, because the new code has you under and you are building over the requirement.
4. BOEC: Yes, I teach out part-time out of the Village. I see every day what the BOEC goes through to get guests to the snow, often carrying them. For their dignity, this improves the access for those that need physical help to get up to the snow.
5. Heated Paving: Yes, based on what Sustainability says.
6. Point Analysis: Yes.
7. Additional Comments: None.

Ms. Gort:

1. Drainage Improvements: Agree, we should grant the variance.
2. Architecture: Yes.
3. Employee Generation Rate: Yes.
4. BOEC: Yes, four points.
5. Heated Paving: Yes.
6. Point Analysis: Yes.
7. Additional Comments: It looks like a great project.

Mr. Smith:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes, and I agree on not allowing zero for the market.
4. BOEC: Yes.
5. Heated Paving: Yes.
6. Point Analysis: Yes.
7. Additional Comments: None.

Mr. Giller:

1. Drainage Improvements: Yes.
2. Architecture: A big thumbs up. This is much better than the design of four years ago.
3. Employee Generation Rate: Yes, and the market.
4. BOEC: Yes, and thank you. This improves inclusivity.
5. Heated Paving: Strong no, the weather monitoring system is a controller box. Automation is something you would do anyway. This is not significant enough to warrant four points like the BOEC lease or other points allocated for commercial building energy efficiencies. Nowhere near that.
6. Point Analysis: No, not the weather monitoring system points.
7. Additional Comments: Thank you for the BOEC space.

Mr. Leas:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes.
4. BOEC: Yes.
5. Heated Paving: I too think the four points is excessive. You are going to get an economic benefit for putting this in.
6. Point Analysis: No, specifically the nine points for the heated paving. Under 33/R, we have the option as the Commission to waive points for safety. I think the reason that this is in the code, we have the ability to interject common sense regarding sustainability. When we look at points for over 5,000 sq. ft., on a 400,000 sq. ft. building that will be heavily trafficked on the daily, and we compare that to a single-family residence installing excess heated paving for use only a few weeks a year- they are two entirely different things. We should allow this without the negative points.
7. Additional Comments: None.

Ms. Propper:

1. Drainage Improvements: Yes.
2. Architecture: Yes.
3. Employee Generation Rate: Yes, pending more information from the applicant on whole ownership condos.
4. BOEC: Yes .
5. Heated Paving: Interesting, I am okay with the four points for that.
6. Point Analysis: Yes.

7. Additional Comments: Thank you. Good project.

TOWN PROJECTS:

1. Driving Range Netting (EM), 200 Clubhouse Dr, PL-2024-0505

Ms. Muncy presented a proposal to install 30 ft. tall netting along the east side of the golf course driving range and 20 ft. tall netting along the north end of the golf course driving range.

Commissioner Questions / Comments:

Mr. Frechter: Are there concerns with snow building up on the netting? Would the netting be removed during the winter season? (Ms. Muncy: I do not have that information from the Rec Center at this time but will provide it to Town Council.)

Ms. Gort: Policy 48A does not talk about netting. It speaks to fencing. Are we going to amend the section to provide a variance? (Mr. Kulick: We have precedent for the netting. We have made an interpretation that it qualifies under the recreational uses. I cannot foresee another future proposal.) I guess my concern is that now people might think that they can just use netting for fencing. Do they leave the baseball netting up in the winter? (Mr. Kuick: I think so. In terms of maintenance, they will evaluate it. Grant, the Director of the Golf Course operations, will oversee this. There is such a high level of maintenance in general. I am sure they will assess what is best.)

Mr. Smith: No questions.

Mr. Giller: No questions.

Mr. Leas: No questions.

Ms. Propper: No questions.

Mrs. Propper opened the hearing to public comment.

Mr. John Jumonville, 411 Long Ridge Drive: This has a 2024 date, is this already done deal? (Mr. Kulick: the plan case is labeled as 2024, but this is the first hearing.) I live at 411 Longridge Drive in the Highlands. I am on the ridge that overlooks the golf course on Elk 2, just on that northeast side. I bought my lot in 2003, built my house in 2012. So, I've seen the golf course for many years. It's beautiful. I wanted to say that when I look down, it's the reason I live in Breck. It is the reason we all live in Breck. Breck is beautiful. Nets are ugly. I haven't heard anybody comment about just the beautification of the whole valley that surrounds the golf course. The beautification of the golf course. It's the reason we go there. I think for the entire time I've looked down there, the driving range has been oriented along Elk for 20 years. I'm aware of stray golf balls. Anybody that plays golf anywhere, and I'm a resident golfer, is used to driving ranges near holes. It's a hazard. It's been like this for 20 years, so perhaps that's one problem you are trying to solve, but it's been like this for 20 years. I'm opposed to constructing the nets. I believe it will negatively impact the appearance, negatively impact the appeal. It will overall impair the enjoyment of the course. I'm on the range plenty times. People come from all over the world. I've been on the range when they walked up from the range and they see open space and this will impact that experience. There's already one albatross that's in the valley. It's a monolith of a solar panel and it's built too big to mitigate and to camouflage its appearance when you're around and see it. I think it impacts the beautification and the beauty of the valley. I don't want to see another albatross in the netting. So, the only albatross I might like to see is a golfer is on Elk 2. That would be me hitting the second shot. I respect the need for safety. I appreciate the workers and I see them in summer mornings, working their tails off. And respect their need to do their work. By the way, this last summer the course was in outstanding condition. They did a fantastic job and I very much appreciate what they do. I also know netting next to parking lots, protecting softball foul softballs versus the beauty of the valley and the golf course. I think are two different things that might be viewed differently. I would be interested if there is netting what might be done to mitigate that. I'd be interested in proposed perhaps alternatives. A few more trees on the east side

along the Elk 2, or Elk 1 might solve a bunch of the stray golf balls over there. I rarely see many down in the fairway if you're on the left of the cart path, which is a bad shot, yes. And if I'm over there, I'm looking at the range as a prudent golfer. That's been like that for 20 years. I don't know what you might do for solutions, but again, I'd be curious in what might have been looked at as alternatives as opposed to man-made ugly netting. Additional trees? If the solar panels are particularly the issue, is there something to cover or get right next to the solar panel so you're not breaking a panel. I'd love for you to move them. I get it, the distance of balls. There's also such thing as a low trajectory low flight ball that might solve a lot of problems for distance. I don't know if that's going to be looked at. Anyway, I think Breck is beautiful and I would like to keep it that way. I know you have a hard job. You're balancing competing beautification with the reality of we want to live and work here and we love the services. The golf course in the valley is a spectacular asset. It's beautiful. People come from all over the world. I've seen "ohs" and "ahs" on the driving range. I love to maintain that. Nets are ugly. There's a reason Top Golf is next to interstate right-of-way, not in the middle of the valley. Driving down Vail Valley, beautiful. My eyes are focused on the road, but I will get diverted by the beauty. But then you know what you see? You see the nets for their driving range, they have no choice because it is right in the middle but you see it, and it's ugly. It takes away from the view. I would rather it not take away from our beautiful asset. Let's look at alternatives. Let's look at a way to mitigate, camouflage if you have to do it. Thank you for letting me speak.

There were no additional comments and the public comment period was closed.

Commissioner Comments:

Mr. Frechter: No comments.

Ms. Gort: I feel your pain. I live right there, but my son works the golf course and they're out there walking around. I appreciate your comments though.

Mr. Smith: It is always a trade-off between safety and something else.

Mr. Giller: I agree with Matt. And I appreciate John's input.

Mr. Leas: I wish there is a better solution. I don't know what that solution is and whether or not the Council would or has considered other alternatives. We're hearing about this for the first time.

Ms. Propper: I agree with my fellow Commissioners.

Mr. Giller made a motion to approve the project. Ms. Gort second the motion. The motion was approved 6 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 8:05 pm.

Susan Propper, Vice Chair

Town Project Staff Report

Subject: Driving Range Netting Town Project
(PL-2024-0505)

Date: January 8, 2025 (for the meeting of January 14, 2025)

Proposal: Installation of 30 ft. tall netting along the east side of the golf course driving range and 20 ft. tall netting along the north end of the golf course driving range.

Project Manager: Ellie Muncy, Planner I

Property Owner: Town of Breckenridge

Applicant: Breckenridge Recreation Department

Address: 200 Clubhouse Dr

Legal Description: *TR 6-77 Sec 18 Qtr 4 Acres 152.8830 AKA BRECKENRIDGE GOLF COURSE*

Land Use District: 38: Recreation (Intensity of Use and Structural Type by Special Review)

Area: Breckenridge Golf Course Driving Range: 152.88 acres

Site Conditions: The netting is proposed along the East and North edges of the existing Golf Course Driving Range located centrally within the Breckenridge Golf Course.

Adjacent Uses: North: Golf Course Maintenance Building
South: Golf Course
East: Golf Course and Pond
West: Golf Course and Golf Course Clubhouse

Dimensions: East section: 30 ft. tall x 600 ft. long, typically 40 ft. between poles
North section: 20 ft. tall x 125 ft. long, typically 21 ft. between poles

Background

The driving range for the Breckenridge Golf Course is located centrally within the golf course, situated northeast of the Golf Course Clubhouse. At the north end of the driving range is the Golf Course Maintenance Building and a field of solar panels. Close to the east side of the driving range is a cart path and the #1 hole for the Elk Course. On average, about 10 to 15 stray balls a day are hit from the driving range onto #1 hole of the Elk Course, creating a safety issue for players and those passing by on the path. Additionally, when the practice tees are pushed forward on the driving range, as part of the tee rotation, the distance to the maintenance facility is closer and balls can hit the maintenance building, parked cars, and the adjacent solar panels. This has resulted in eight solar panels, one car window, and one building window being broken within the last two years. This also presents a hazard to any employees working in that area. The installation of the netting on the east and north sides of the driving range will mitigate the issues caused by stray balls in both areas.

Policy Discussion

Recreation Facilities (20/R): Staff and Planning Commission find that this is a safety related improvement to an existing facility, which does not increase the recreational opportunities provided. The improvement is thus not eligible for positive points.

Fences, Gates, and Gateway Entrance Monuments (47/A): The proposed netting on the east and north sides of the driving range qualifies as fencing. Policy 47 allows fences outside the Conservation District for several select uses, one of those being around outdoor recreational facilities. The following design standards are defined for recreational facility fencing:

*“Fences around ball fields, tennis courts, or **other outdoor recreation areas** shall use black or dark green coated chainlink fencing, steel or aluminum, or wood. Uncoated or galvanized chainlink fencing is prohibited. This standard applies to fencing of both public and private recreation areas. Wind privacy screens may be incorporated into the fence.”*



Example photo of a 40' tall netting system

The proposed netting will be a black nylon rope material, and the poles will be a matte black color. Staff and Planning Commission find the design of the netting to meet the requirements of Policy 47 and is similar to the previously approved safety netting at the Recreation Center’s ball fields. Staff and Planning Commission are comfortable with the proposed material varying from the material required by Policy 47 for outdoor recreation areas, due to the past precedent set by the approval of the Recreation Center ball field netting. The netting will stay up year-round and is designed to handle snow. Staff and Planning Commission have no concerns.

Staff Recommendation

Staff and Planning Commission find that all Absolute policies have been met and no points are applicable under the Relative Policies.

Staff and Planning Commission recommend the Town Council approve the Driving Range Netting Town Project (PL-2024-0505), located at 200 Clubhouse Dr., along with the attached Findings and Conditions of Approval.

TOWN OF BRECKENRIDGE

**Driving Range Netting Town Project
200 Clubhouse Dr.
PL-2024-0505**

FINDINGS

1. This project is “Town Project” as defined in Section 9-14-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on January 7, 2024, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4B of the Breckenridge Town Code. In addition to posting on the Town’s website, notice of the planning commission’s public hearing on a proposed town project shall be given in the same manner as is required for a final hearing on a Class A development permit application pursuant to chapter 1 of this title. Failure of a person to receive the notice described in this section shall not impair the validity of the planning commission’s public hearing on a proposed town project, or the planning commission’s recommendation to the town council with respect to such proposed town project. Because the process of reviewing and approving a town project is discretionary and administrative, and not quasi-judicial, any member of the town council may properly attend the planning commission’s public hearing(s) and deliberations with respect to a proposed town project. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on January 14, 2024. This Town Project was listed on the Town Council’s agenda for the January 14, 2024, agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to the Town Project in the same manner a recommendation is prepared for a final hearing on a Class A Subdivision application under the Town’s Subdivision Code (Chapter 2 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.

7. Per Town Code Section 9-14-2 Town Council Authority Over Town Projects, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapters 1, 3 and 12 of this title and the town of Breckenridge land use guidelines do not apply to town projects, but town projects shall be processed instead in accordance with the provisions of this chapter.

CONDITIONS

- 1. Prior to any ground disturbance, the contractor shall have all underground utilities located.**
- 2. Applicant shall submit a building permit application with all required documentation and obtain approval from the building department before beginning construction.**

LAYOUT PROOF

DISCLAIMER: Sportsfield Specialties, Inc. netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

CUSTOMER SIGNATURE: _____

DATE: _____



KEY:

Phase 1:
East 600' Run:

— 600'L x 30'H Golf Netting

● (16) 30'H Poles

North BSS420 Retractable Netting:

— 125'L x 20'H Golf Netting

● (7) 4" Diameter Poles

LAYOUT PROOF

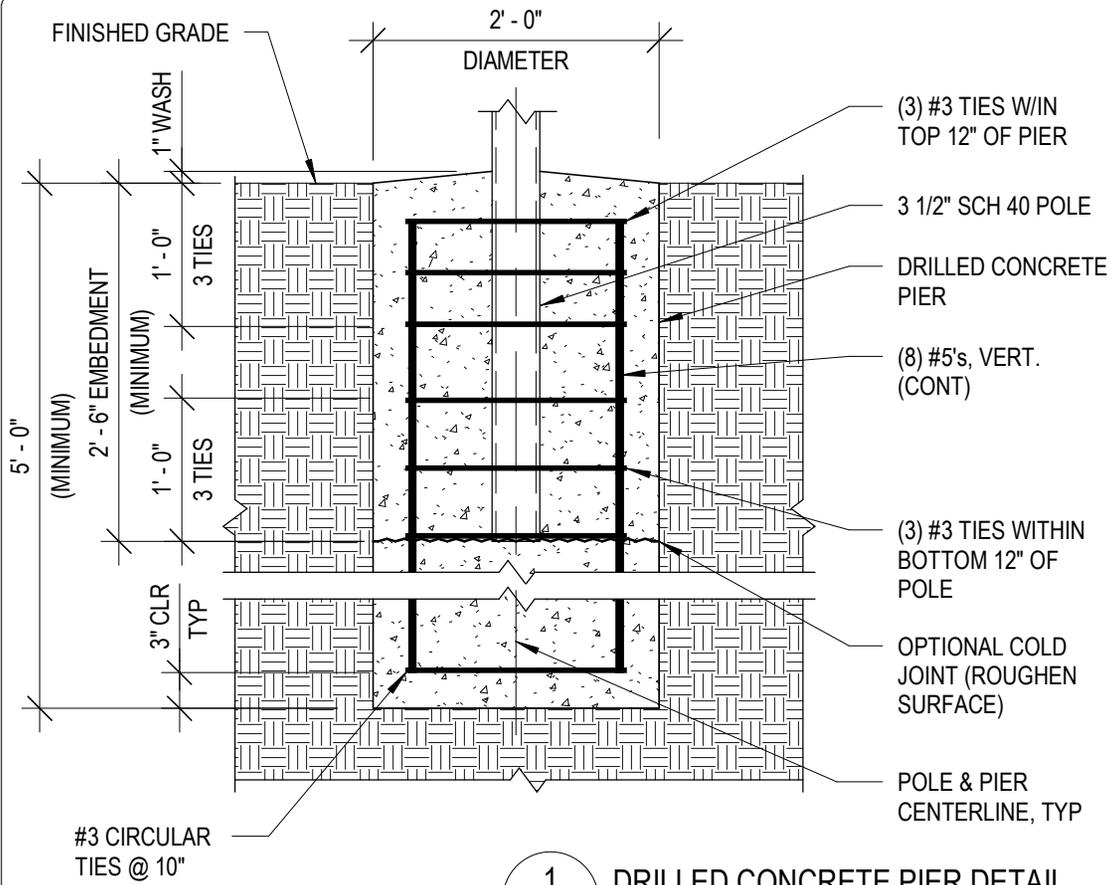
DISCLAIMER: Sportsfield Specialties, Inc. netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

CUSTOMER
SIGNATURE: _____

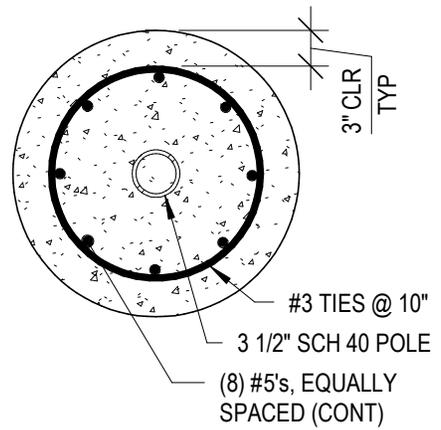
DATE: _____



North Netting (20'H x 125'L) Pole Foundations



- SYSTEM NOTES:**
1. SYSTEM TYPE = STANDARD STORMGUARD BALL SAFETY NETTING SYSTEM (BSS420)
 2. NETTING TYPE = #G295T KNOTLESS POLYESTER NETTING
 3. NETTING HEIGHT = 20' - 0" MAX
 4. POLE HEIGHT = 21' - 0"
 5. POLE SPACING = 25' - 0"
 6. CABLE SAG B/W POLES = 2' - 2" MIN



1
S101
DRILLED CONCRETE PIER DETAIL
 3/4" = 1'-0"

GENERAL NOTES:

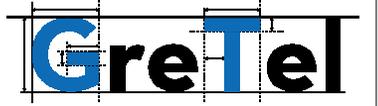
LOADS USED IN DESIGN: DESIGN BASED ON THE BUILDING CODE 2021 OF COLORADO, INTERNATIONAL BUILDING CODE 2021 (IBC 2021), AND ASCE 7-16 WITH SUPPLEMENT 1; WIND: BASIC WIND SPEED (3-SECOND GUST) = 100 MPH (POLE); = 60 MPH (NETTING); WIND EXPOSURE C; RISK CATEGORY I

SOILS INFORMATION: EFFECTIVE UNIT WEIGHT OF SOIL USED FOR FDN DESIGN = 110 PCF; COHESION = 1400 PSF; COHESION (SATURATED) = 190 PSF; THE WATER TABLE HAS BEEN ASSUMED TO BE BELOW THE BOTTOM OF THE FOUNDATION FOR FOUNDATION DESIGN; LATERAL BEARING PRESSURE = 200 PSF/FT BELOW GRADE; IF FOUNDATION IS NOT AUGURED, COMPACT SOIL SURROUNDING FOUNDATION TO 95% MODIFIED PROCTOR. SOIL PROPERTIES HAVE BEEN ASSUMED BASED ON SOILS RESEARCH USING THE U.S. DEPARTMENT OF AGRICULTURE WEB SOIL SURVEY. NO GEOTECHNICAL ENGINEERING EVALUATION WAS PROVIDED. **A REPRESENTATIVE OF THE SOILS ENGINEER SHOULD VERIFY SOIL PROPERTIES PRIOR TO INSTALLATION OF POLE AND POLE FDN.**

CAST-IN-PLACE CONCRETE: MINIMUM ULTIMATE COMPRESSIVE STRENGTH, $F_c = 4,500$ PSI AT 28 DAYS; AIR ENTRAINMENT AT 5.5% +/- 1%; W/C RATIO = 0.46

REINFORCING: ALL REINFORCING FOR CAST-IN-PLACE CONCRETE SHALL BE ASTM A615 BILLET BARS, GRADE 60; DETAIL REINFORCING IN ACCORDANCE WITH THE ACI DETAILING MANUAL

STRUCTURAL ALUMINUM: PIPE SECTIONS SHALL CONFORM TO 6061-T6. PROVIDE BITUMINOUS OR ASPHALTIC COATING ON ALL SURFACES OF EMBEDDED ALUMINUM.



521 GARDNER ROAD APALACHIN, NY 13732
 WWW.GRETELENGINEERING.COM
 (607) 258-0080



IT IS A VIOLATION FOR ANY PERSON TO ALTER THIS DOCUMENT IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A PROFESSIONAL ENGINEER. IF THE DOCUMENT IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE DOCUMENT THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

OWNER: SPORTSFIELD SPECIALTIES

PROJECT TITLE:
 BRECKENRIDGE GOLF COURSE
 BSS420

PROJECT LOCATION:
 200 CLUBHOUSE DRIVE
 BRECKENRIDGE, COLORADO 80424

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUE DATE: 12/12/24

PROJECT NUMBER: 24-199

SHEET TITLE:
 BSS420 FDN DETAIL

DRAWING NUMBER:
S101

SHEET NUMBER: 1 OF 1



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

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

Date	Meeting	Location	Time
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January 2025

Tuesday, Jan. 14th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
Jan. 20th - 29th, 2025	International Snow Sculpture Championships	Riverwalk Center	All Day
Jan. 24th - 26th, 2025	5 Hole Pond Hockey Tournament	Golf Course	All Day
Tuesday, Jan. 28th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
Jan. 30th & 31st, 2025	CAST Conference	Beaver Run Resort	All Day

February 2025

Tuesday, Jan. 14th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
Feb. 15th & 16th, 2025	Breckebeiner	Gold Run Nordic	All Day
Tuesday, Jan. 28th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm

Other Meetings

January 14th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
January 15th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
January 21st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
January 23rd, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
January 27th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
January 28th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
February 4th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
February 5th, 2025	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	10:00am
	Childcare Advisory Committee	Town Hall	3:00pm
February 11th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
February 13th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
February 17th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

Date	Meeting	Location	Time
February 18th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
February 19th, 2025	Social Equity Advisory Commission	Town Hall	7:30am
February 25th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
February 27th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
March 4th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
March 5th, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
March 12th, 2025	Breckenridge History	Town Hall	Noon
March 13th, 2025	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
March 27th, 2025	Breck Create	South Branch Library	3:30pm
TBD	Tourism Overlay District Advisory Committee Mtg		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am
	QQ - Quality and Quantity - Water District	Hybrid	10:00am