TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, January 28, 2025, 2:00 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/89678284254 (Telephone: 1-719-359-4580; Webinar ID: 896 7828 4254).

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. COLORADO RIVER DISTRICT PRESENTATION AND WATER ATTORNEY UPDATE (2:00-2:30PM)

COLORADO RIVER DISTRICT PRESENTATION

II. MERJE COMPREHENSIVE OPEN SPACE SIGN PLAN (2:30-3:00PM)

MERJE COMPREHENSIVE OPEN SPACE SIGN PLAN

III. PLANNING COMMISSION DECISIONS (3:00-3:05PM)

PLANNING COMMISSION DECISIONS

IV. LEGISLATIVE REVIEW (3:05-3:20PM)

2024 MODEL TRAFFIC CODE ADOPTION (SECOND READING)

BIG SKY EMPLOYEE HOUSING UNIT DEVELOPMENT AGREEMENT (FIRST READING)

LIGHTING CODE MODIFICATIONS (FIRST READING)

STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT FOR COMMUNITY ACCELERATED MOBILITY PROJECT (RESOLUTION)

V. MANAGERS REPORT (3:20-3:50PM)

PUBLIC PROJECTS UPDATE

MOBILITY UPDATE

SUSTAINABILITY UPDATE

HOUSING UPDATE

OPEN SPACE UPDATE

COMMITTEE REPORTS

FINANCIALS

VI. OTHER (3:50-4:40PM)

DARK SKY OUTREACH PLAN AND CONTENT REVIEW

JULY 4TH PROGRAMMING

BLUE RIVER WATERSHED GROUP - WILDFIRE READY WATERSHED GRANT/FUNDING PARTNERSHIP

VII. PLANNING MATTERS (4:40-5:30PM)

KINGDOM PARK PAVILION & SKATE PARK EXPANSION TOWN PROJECT HEARING

NEIGHBORHOOD PRESERVATION PLAN

VIII. EXECUTIVE SESSION FOR LEGAL ADVICE (5:30-6:00PM)

Memo

To: Town Council
From: James Phelps – Director Public Works
Date: 22 Jan 2025 (for 28 Jan 2025)
Subject: Colorado River District – Shoshone Water Rights Preservation Project/Funding Partnership

Background

The Colorado River District (CRD) is a regional water authority based in western Colorado that manages and protects the region's water resources, particularly those of the Colorado River and its tributaries. The primary mission is to ensure the sustainable use of water for municipal, environmental, agricultural, and recreation purposes for the western areas of Colorado.

The district's work is crucial in managing the shared water resources of the Colorado River. The Colorado River provides water for millions of people in Colorado and the southwestern regions of the United States. Its efforts ensure that water resources are used wisely and equitably while also protecting the natural environment.

The Town of Breckenridge is geographically located within the Colorado River basin. The municipal source water that our community relies upon aligns with the greater water protection and policy work of the Colorado River District.

For the past 20 plus years, there has been a coalition of Colorado governments and water entities focused on water security for the Western Slope coalition. The Town of Breckenridge has additional interests as a water share holder in the Clinton Ditch and Reservoir Company.

The Shoshone Permanency project is an unprecedented opportunity for a one-time purchase to protect and memorialize the water rights in perpetuity for the western Colorado governments and water entities.

As outlined in the attached CRD Memorandum, the funding strategy for this opportunity includes a diverse partnership of local, state, and federal funding sources. The table in the memo includes many of the current local funding commitments, to date.

I am requesting support on behalf of the Town of Breckenridge for a contribution of $100,000.00 dollars to the Colorado River District towards the purchase of Shoshone water rights. The contribution and investment will go towards securing permanent protection of the west slope water rights and further protection of the health of the Colorado River.

COLORADO RIVER DISTRICT

PROTECTING WESTERN COLORADO WATER SINCE 1937

MEMORANDUM

TO: MEMBERS OF THE TOWN COUNCIL, TOWN OF BRECKENRIDGE

FROM: ANDY MUELLER, GENERAL MANAGER
ZANE KESSLER, DIRECTOR OF GOVERNMENT RELATIONS
AMY MOYER, DIRECTOR OF STRATEGIC PARTNERSHIPS

SUBJECT: SHOSHONE WATER RIGHTS PRESERVATION PROJECT

DATE: JANUARY 8TH, 2025

I. SHOSHONE PERMANENCY PROJECT SUMMARY

The Shoshone Power Plant is a unique run-of-river hydroelectric power plant that sits alongside the Colorado River in Glenwood Canyon eight miles east of Glenwood Springs, Colorado. The Shoshone Power Plant is owned and operated by PSCo, a subsidiary of Xcel Energy, Inc. ("Xcel"), and produces 15 megawatts of electricity, enough to serve approximately 15,000 customers. The Shoshone Power Plant produces hydroelectric power by means of two of the largest, and most senior non-consumptive water rights in the Upper Colorado River Basin, the 1902 senior Shoshone Water Right in the amount of 1,250 cfs, and the 1929 junior Shoshone Water Right in the amount of 158 cfs. The Shoshone Water Rights enable PSCo to divert water from the Colorado River on a year-round basis to operate the power plant and, because these water rights are by nature non-consumptive, all diverted water is returned to the Colorado River un-depleted downstream of the Shoshone Diversion Dam. The long-standing exercise of the Shoshone Water Rights has led to the creation of a historical flow regime which extends down the Upper Colorado River's mainstem, providing vital ecosystem, habitat, recreational, agricultural, and economic benefits.

For more than 20 years, the Colorado River District and 19 other western Colorado governments and water entities, including Mesa, Grand, Eagle, Garfield, and Summit Counties and many of the other municipalities and major water organizations therein, have been working together to find a way to permanently preserve the Shoshone flows. In fact, the 2013 Colorado River Cooperative Agreement between Denver Water and 17 West Slope governments/water user organizations expressly recognizes the importance of – and memorialized the need to provide permanent protection of – the Shoshone flows.

We are now on the cusp of the unprecedented alignment of multiple factors that presents a real opportunity to finalize this long-standing goal. On December 19, 2023, Xcel Energy and the

Colorado River District signed a Purchase & Sale Agreement (PSA) to transfer ownership of the historic Shoshone water rights to the River District for $99 million. The historic agreement marks a first step towards permanent protection of the historic flows and the resulting economic benefits provided by the Shoshone water rights.

Permanent protection of the Shoshone Flows will secure multiple benefits to the Colorado River water users on the West Slope and across the state such as:

Ecosystem Benefits and Endangered Species Act Compliance: Over 380 miles of the Upper Colorado River watershed experience a benefit when Shoshone water rights are being administered, preserving aquatic habitat that would otherwise be diminished by the decrease in flows. In addition to supporting flows on the Colorado River mainstem, the Shoshone water rights also support the many tributaries that benefit from additional water brought downstream from the Shoshone call, such as the current flow regime on the Blue River. If the Shoshone Water Rights were not exercised, the primary beneficiaries would be trans-mountain diverters which would experience increased yield through their respective collection systems. Of importance to the Town of Breckenridge, the Upper Blue River streamflow above Dillon Reservoir would likely experience reductions with an increased frequency of Continental Hoosier Project in-priority diversions.

The Colorado River downstream of Rifle is habitat for four fish listed under the Endangered Species Act, including the 15-Mile Reach, a stretch of critical habitat in the Grand Valley. Preservation of the Shoshone water rights support the recovery of these threatened and endangered fish species by providing well-timed baseflows during important shoulder and late irrigation seasons when the river is prone to higher temperatures and lower flows, as well as during the winter months. All Colorado River water users in the State of Colorado rely upon the benefits of the Shoshone flows as part of the success of the Upper Colorado River Endangered Fish Recovery Program and continued compliance with the Endangered Species Act (ESA), which provides compliance protections for over 1,250 projects in Colorado.

Recreation Economy: Shoshone flows benefit Colorado communities both upstream and downstream of the call. Colorado's robust recreational economy relies heavily on the Colorado River mainstem, with Shoshone flows strengthening the state's iconic river recreation industry throughout Grand, Summit, Eagle, Garfield, and Mesa counties. River recreation in Colorado contributes $18.8 billion annually to the state's GDP, with nearly $4 billion coming directly from the Colorado River basin on the Western Slope. As temperatures rise and streams diminish, Shoshone permanency provides security for this economic industry, protecting the recreational fishery and boating that sustain local businesses and attract water-based recreators.

Maintaining Stream Flow Through Upper Colorado River Wild & Scenic Alternative Management Plan River Sections: The Shoshone water rights command higher flows and associated lower water temperatures through key segments with recreational fishing and wildlife habitat identified as Outstandingly Remarkable Values (ORVs) of the Upper Colorado River. The Upper Colorado River Wild & Scenic Stakeholder Group's

Alternative Management Plan lists the Shoshone water right as one of four long-term protection measures for the streamflow influenced ORVs – thus providing a critical role in removing the burdens of a potential federal Wild and Scenic designation on the Colorado River from Kremmling to No Name.

Water Quality Improvements: Communities large and small along the Colorado River mainstem benefit from the enhanced water quality Shoshone flows provide, diluting salinity and sediment in source drinking water. Without the higher flows of clean and cold headwater-sourced supplies provided by the Shoshone call, a higher concentration of salinity and other water quality constituents creates increased costs for municipal drinking and wastewater treatment.

Agricultural Benefits: Shoshone flows support Colorado's $11.9 billion agricultural economy in several important ways. First, water security for West Slope agriculture is intimately linked to the success of the Upper Colorado River Endangered Fish Recovery Program where cooperative water management allows for continued development and diversion of water resources while maintaining compliance with the Endangered Species Act (ESA). Second, if the Shoshone water rights were not exercised, irrigators would be directly impacted by a foreseeable and likely increase in the frequency and duration of the Cameo Call to supply major irrigation water rights near the City of Grand Junction. The resulting impact would trigger less opportunity for upstream agricultural diversions, a greater frequency of river administration in the month of April, and insufficient replacement supplies for some West Slope augmentation plans.

Furthermore, the Shoshone flows create higher water quality for irrigators up and down the mainstem which brings greater agricultural production. Agricultural producers benefit significantly from improved water quality, bringing greater agricultural production to the West Slope. High salinity levels, defined by the concentration of Total Dissolved Solids ("TDS"), in the Colorado River can negatively impact crop yields and soil health, especially for salt-sensitive cash crops, such as fruits and vegetables.

II. PURCHASE AND SALE AGREEMENT

The Purchase and Sale Agreement ("PSA") contemplates the conveyance of the Shoshone water rights from the Public Service Company of Colorado (PSCo) to the Colorado River District. As defined in the PSA, the "Shoshone Water Rights" to be acquired by the Colorado River District include both the senior Shoshone Power Plant water right in the amount of 1,250 cfs with an appropriation date of January 7, 1902, and the junior Shoshone Power Plant water right in the amount of 158 cfs with an appropriation date of May 15, 1929. The purchase price for the Shoshone water rights is $98,500,000, with an additional $500,000 payment for PSCo's transaction costs for a total deal cost of $99,000,000.

To close the transaction and authorize the expenditure of public funds for the acquisition of the Shoshone water rights, the PSA contains four closing conditions that must be met by December 31, 2027, unless that deadline is extended by mutual agreement. The four closing conditions described in the PSA are as follows:

1. **Negotiation of an instream flow agreement with the CWCB.** The PSA contemplates that the River District and PSCo will negotiate with the CWCB for an agreement that authorizes the CWCB to use the Shoshone water rights for instream purposes when the rights are not being used for hydropower generation.

2. **A change of water right decree**. The PSA provides that the parties anticipate being co-applicants with the CWCB in the filing of an application for adjudication of a change of water right decree to allow the Shoshone water rights to be used by the CWCB for instream flow purposes in accordance with the terms of the instream flow agreement.

3. **Approval by the Colorado Public Utilities Commission**. The PSA contemplates that PSCo will petition the Colorado Public Utilities Commission (PUC) to approve the sale of the Shoshone water rights and the disposition of proceeds.

4. **Secured funding.** The PSA requires the River District to secure funding for the negotiated purchase price prior to the commencement of the PUC process.

III. FUNDING STRATEGY

Local Funding: The funding strategy relies on a diverse partnership of local, state, and federal funding sources. The broad-based, growing West Slope coalition proposes to contribute $35 to $40 million, $20 million of which was approved and committed by the River District's Board of Directors in December of 2023.

Recognizing the importance of Shoshone permanency to current and future water security on Colorado's Western Slope, local partners are taking action to formalize their own financial commitments to this project. As of the date of this memo, 27 water entities and local governments have committed just over $16 million with ongoing conversations with additional partners.

The following table includes local commitments to-date:

Local Funding Commitments (as of 01/08/2025)	
Garfield County	$3 million
Eagle County	$2 million
City of Glenwood Springs	$2 million
Ute Water Conservancy District	$2 million
Eagle River Water and Sanitation District and Upper Eagle Regional Water Authority	$1 million
Grand County	$1 million
City of Grand Junction	$1 million
Mesa County	$1 million

Summit County	$1 million
Colorado Mesa University	$500,000
Clifton Water District	$250,000
Grand Valley Irrigation Company	$250,000
Basalt Water Conservancy District	$100,000
Grand Valley Power	$100,000
Grand Valley Water Users Association	$100,000
Middle Park Water Conservancy District	$100,000
Orchard Mesa Irrigation District	$100,000
City of Rifle	$100,000
Snowmass Water & Sanitation District	$100,000
Town of Silverthorne	$100,000
Mesa County Irrigation District	$50,000
Palisade Irrigation District	$50,000
West Divide Water Conservancy District	$50,000
Kobe Water Authority	$25,000
Town of Parachute	$25,000
Town of De Beque	$5,000
Total:	**$16.005M**

State: On January 29, 2024, the Colorado Water Conservation Board (CWCB) voted unanimously to recommend a $20 million investment in support of the Shoshone Water Rights Preservation effort. The Colorado General Assembly formally approved the $20 million contribution through the 2024 Water Projects Bill (HB24-1435) with broad bipartisan support. The funding commitment represents a key milestone in the campaign to permanently protect the historic, non-consumptive Shoshone water rights on the upper Colorado River for future generations, an outcome long sought by over 20 Western Slope water entities and local governments.

Federal: In recognition of the critical importance of the Shoshone flows to the continued success of the Upper Colorado River Endangered Fish Species Recovery Program and other benefits to federal interests, the Colorado River District submitted a $40 million funding request through the Bureau of Reclamation's open funding opportunity made available through the Upper Basin Environmental Drought Mitigation (B2E) as part of the Inflation Reduction Act. The Inflation Reduction Act provides $4 billion in drought mitigation funding to support actions that deliver:

(i) Compensation for temporary or multiyear voluntary reductions in diversion of water or consumptive water use; and

(ii) Voluntary system conservation projects that achieve verifiable reductions in use of or demand for water supplies or provide environmental benefits in the Lower Basin or Upper Basin of the Colorado River; and

(iii) Ecosystem and habitat restoration projects that address issues directly caused by drought in a river basin or inland water body.

This funding must be committed by September 30, 2026. The Shoshone water rights acquisition is in strong alignment with funding category (iii) given the measurable benefits, particularly evident in drought years, to the Colorado River ecosystem and critical habitat, which is important to meeting recovery requirements to maintain ESA compliance.

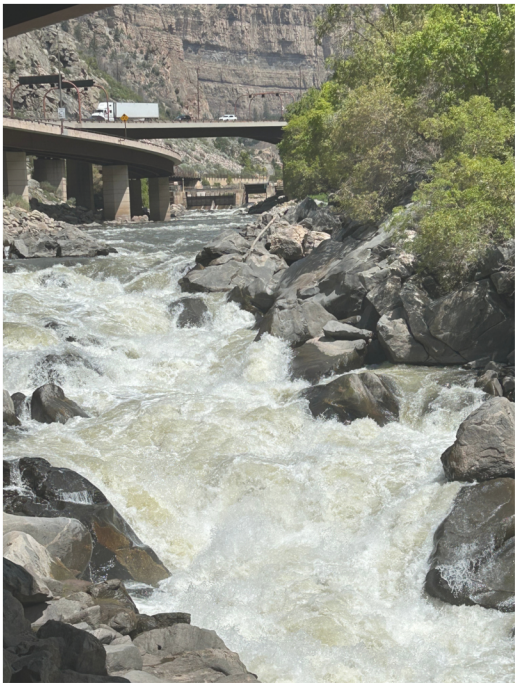
The $99 million PSA to acquire the Shoshone water rights is no small price tag, but the one-time investment to protect Colorado River flows in perpetuity is a durable solution with priceless benefits for generations of water users to come.

SHOSHONE WATER RIGHTS PRESERVATION PROJECT

SHOSHONE
WATER RIGHT PRESERVATION

For over a century, the Shoshone Hydroelectric Power Plant, a unique "run-of-river" power plant located in Glenwood Canyon, Colorado, has harnessed Colorado River water to generate hydroelectric power through two of the largest, and most senior non-consumptive-use water rights in the Upper Colorado River Basin—the "Shoshone Water Rights".

The long-standing exercise of the Shoshone Water Rights has led to a historical flow regime throughout 380 miles of the Upper Colorado River's mainstem, providing vital ecosystem, habitat, recreational, agricultural, and economic benefits.



However, over the last two decades, the Shoshone Power Plant has required additional and more intensive maintenance due to the plant's age and has been subject to a series of natural hazards resulting in prolonged outages in operations.

Within the administration of Colorado water law, when the Shoshone Power Plant is not operating, the Shoshone Water Rights cannot be exercised. When this occurs, water otherwise flowing in the river becomes available for diversion by upstream junior water rights—many of which are 100% consumptive to the stream system—thus adversely impacting the communities and ecosystems that depend on the historical flow regime.

While the owner of the plant, Public Service Company of Colorado ("PSCo") has no current plans to cease operations, without the permanent protection of the Shoshone Water Rights through the addition of an instream flow beneficial use, the existence of these critical water rights would terminate if and when the Shoshone Power Plant is decommissioned.

Permanent protection of the Shoshone Water Rights has been the goal of a coalition of Colorado's local governments, major water entities, and regional partners for almost two decades. The impacts of a changing climate on hydrology and water quality have only increased the urgency of securing this legacy-level protection for the health of the Colorado River.

HISTORIC PURCHASE AND SALE AGREEMENT



In December 2023, the Colorado River District signed a Purchase and Sale Agreement with PSCo to acquire and permanently protect the Shoshone Water Rights for $99 million.

The purpose of the Shoshone Water Rights Preservation Project is to allow the water rights to be used perpetually for instream flow use by the Colorado Water Conservation Board ("CWCB") in a manner that mimics the historical use of the water rights for hydropower generation, thereby protecting critical resources for future generations across the state.

In less than a year, the Shoshone Water Rights Preservation Coalition has secured over $56 million in formal commitments towards the purchase price, underscoring the significance of this resource to the region.

To close the transaction and authorize the expenditure of public funds, the PSA contains four closing conditions that must be met by December 31, 2027, unless that deadline is extended by agreement between the River District and PSCo.

- Secure funding for the $99 million purchase price.
- Negotiate an instream flow agreement between PSCo, The River District, and the CWCB.
- Obtain a change of water right decree in state water court to add instream flow as a beneficial use.
- Receive approval by the Colorado Public Utilities Commission.

BENEFITS OF THE SHOSHONE WATER RIGHTS PRESERVATION PROJECT

Aquatic Habitat

When the Shoshone Water Rights are being exercised, nearly **380 miles of the Colorado River mainstem** from the headwaters in Grand County to Lake Powell experience a benefit, particularly during critical low periods when flows are needed to preserve aquatic habitat. Preservation of the Shoshone Water Rights supports the recovery of Colorado's four threatened and endangered fish species, especially during critical late-summer months when conditions are most susceptible to low flows and rising water temperatures.

Water Quality Improvements

Communities that rely on the mainstem of the Colorado River for their **drinking water supplies**, such as Silt, Rifle, Parachute, Battlement Mesa, DeBeque, and Clifton, benefit from the enhanced water quality provided by the exercise of the Shoshone Water Rights because the flows attributable to the Shoshone Water Rights dilute salinity and sediment.

Agricultural Benefits

Shoshone flows support Colorado's **agricultural economy which is responsible for generating nearly $12 billion of Colorado's GDP**. If the Shoshone Water Rights were not exercised, irrigators would be directly impacted by a likely increase in the frequency and duration of downstream senior calls. Local farms and ranches benefit significantly from the improved water quality made possible by sustained river levels especially during periods of lower stream flow in late summer, bringing greater agricultural production to the West Slope.

Recreation Economy

Colorado's robust recreational economy relies heavily on the Colorado River mainstem, with Shoshone flows strengthening the state's iconic river recreation industry throughout Grand, Summit, Eagle, Garfield, and Mesa Counties. River recreation in Colorado is estimated to contribute **$18.8 billion annually to the state's gross domestic product, with approximately $4 billion coming directly from the Colorado River Basin on the West Slope**. As temperatures rise and streams diminish, the Project provides security for this industry, protecting the recreational fishing and boating that sustain local businesses and attract water-based tourism.

Wild and Scenic Alternative Management Plan River Sections

The Upper Colorado Wild and Scenic Stakeholder Group's "Alternative Management Plan" lists the Shoshone Water Rights as one of four identified long-term protection measures for streamflow-influenced Outstanding Remarkable Values on the Colorado River from Kremmling to No Name Creek. The Shoshone Water Rights provide base flows through the subject river segments that **support aquatic habitat, lower water temperatures, and maintain minimum boatable flows.**

SHOSHONE
WATER RIGHT PRESERVATION

SUMMIT DAILY

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Summit County pledges $1M toward purchase of ‘critical’ water rights for the Colorado River, local recreation economy

Grand, Eagle, Garfield and Mesa counties as well as local governments and water entities in Colorado have also pledged funds towards the $99 million purchase of the Shoshone water rights

News | Aug 14, 2024



Ryan Spencer
rspencer@summitdaily.com



The Colorado River flows through a valley near the Pumphouse Recreation Area on April 12, 2024. The Summit County Commissioners recently pledged $1 million toward the purchase of some of the oldest and most significant water rights on the river.
Andrew Maciejewski/Summit Daily News

The Summit County Commissioners have committed $1 million to support the Colorado River District’s effort to purchase and permanently protect the water rights associated with the Shoshone Hydroelectric Power Plant.

For decades, the Colorado River District has been in talks with Xcel Energy to buy the rights to water used for Xcel’s Shoshone Generating Station, a hydroelectric plant in Glenwood Canyon. Last winter, the river district reached a historic deal to purchase the water rights from the utility company for $99 million.

To date, more than half of that money has been raised. The vote Tuesday, Aug. 13, by the Summit County Commissioners moves the water district a step closer to closing on water rights important to communities up and down the Colorado River.

“Water is the lifeblood of our communities, and the Shoshone water rights are essential to preserving the future of the Western Slope,” Summit County Commissioner Nina Waters said in a statement. “Summit County is proud to stand with our neighboring counties in this effort to ensure that these rights are protected for generations to come.”





Snow-capped mountains are visible in the distance bank of the Blue River near its confluence with the Colorado River. The Summit County Commissioners on Tuesday, Aug. 13, 2024, voted to pledge $1 million toward the purchase of the Shoshone water rights on the Colorado River.
Ryan Spencer/Summit Daily News

Built in the early 1900s, the hydroelectric plant off Interstate 70 holds some of the oldest water on the Colorado River. Because the plant is nonconsumptive, the water flows back into the Colorado River after a short trip through the hydropower plant’s penstocks and turbines, according to a memo provided to county commissioners.

The senior status of the plant’s water rights means that, in times of shortage, lower-priority water users upstream have to stop or supplement the water they use since the water rights holders downstream are guaranteed consistent flows. That has proved vital to the health of rivers — including the Blue River in Summit County — across the Western Slope, according to the river district.

But the hydroelectric plant is aging, and it could be only a matter of decades before it shuts down, prompting concerns from Western Slope communities that if a different entity secured the water rights, it could reroute flows elsewhere.

The flows guaranteed by the Shoshone rights provide critical water supplies that drive the recreation economies including rafting, kayaking and fishing in Summit, Grand and Mesa counties, according to the river district.

Colorado River District general manager Andy Mueller called the commitment from Summit County, “a powerful statement of solidarity and foresight.”



Part of the Shoshone Hydroelectric Plant in Glenwood Canyon is seen from the Colorado River. The Shoshone water rights are a package of two connected water rights, which together are entitled to 1,408 cubic feet per second of water, or 1 million acre-feet of water per year.
Zoe Goldstein/Vail Daily

The river district says the flows also are critical to the habitat of four fish listed on the federal Endangered Species Act as well as water security and quality for Western Slope agriculture and drinking water supplies.

Since the river district struck a deal to purchase the water rights from Xcel in December, more than 20 Western Slope water entities and local governments have contributed $15.25 million in local funding. That includes the $1 million from Summit County, $1 million pledged by Grand County, $1 million from Mesa County, $2 million from Eagle County and $3 million from Garfield County.

The state government has contributed an additional $20 million, and the Colorado River District’s Community Funding program has also contributed $20 million, bringing the total funds secured to date to $55.25 million, according to the river district.

The river district says it is now turning its sights to a federal funding opportunity to secure additional funds toward the $99 million required to purchase the water rights.

“Colorado’s Western Slope is energized, and the excitement and momentum to achieve Shoshone Permanency is at an all-time high,” Kathy Chandler-Henry, an Eagle County Commissioner and the Colorado River District Board President, said in a statement. “With five counties unified toward a common goal, we call on Colorado’s congressional delegation and Governor Polis to stand with us and support our efforts to secure federal funding.”

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Romer and Ritter: Keep Shoshone flowing by letting the Colorado River District purchase Xcel's rights

Allow the Colorado River District to buy the Shoshone Hydroelectric Plant's water rights



Bike riders pedal past a section of the Colorado River where water flows are low where the Shoshone Generating Station, a hydroelectric power plant, diverts water to generate power before returning it downstream, east of Glenwood Springs, Colorado, on Sept. 4, 2024. (Photo by RJ Sangosti/The Denver Post)

By **ROY ROMER** | The Denver Post and **BILL RITTER JR.** | Guest Commentary
UPDATED: November 3, 2024 at 5:03 AM MST

As governors of the great state of Colorado, dozens of issues crossed our desks every day demanding attention and action. Among the most challenging was water, in large part because in Colorado water touches most every other issue: growth, economic opportunity, our all-important agriculture sector, landscapes, open spaces, environment, quality of life, tourism and recreation. Water is the cornerstone of the health and well-being of every household in the state.

Add to all that the complexities of our system of water allocation and water courts and you begin to understand what a challenge water policy in Colorado was when we served and why it remains so today.

From the governor's office at the Capitol, we were always looking for shared interests and common ground on water. It's rare to find some policy or project that has broad support from a diverse set of interests. So when something like that comes along, it's important to get behind it.

That's why we support the Colorado River District's efforts to secure and permanently protect the water rights associated with the Shoshone Hydroelectric Plant in Glenwood Canyon. For over 100 years, the company which we now know as Xcel Energy, has owned these water rights (among the most senior on the Colorado River). Xcel used this water to produce hydroelectric power and then returned all the water to the river.

Years ago, the Colorado River District started thinking about how to protect these rights, and through careful planning, analysis, and discussions with hundreds of stakeholders from every part of the state, has assembled an impressive coalition that supports the District's purchase of these water rights for $99 million. Xcel Energy's subsidiary, the Public Service Company of Colorado, has been a strong and willing partner in putting this transaction together for the benefit of the state.

A broad-based coalition of West Slope interests – including counties, cities, elected officials, water conservancy districts, water providers, conservationists, recreation groups, and businesses – has raised over $55 million so far.

Joining the majority of our Congressional delegation and a bipartisan group of state legislators, we also support the River District's application to the U.S. Bureau of Reclamation's (USBR) Upper Colorado River Basin Environmental Drought Mitigation funding opportunity, known as Bucket 2E. The River District is putting the finishing touches on its application package, due by Nov. 22. If successful, these dollars will go a long way to fill the remaining funding gap.

Beyond the proposal to the USBR, additional work remains to bring this historic opportunity to fruition. For example, the River District is working with the Colorado Water Conservation Board on a beneficial instream flow use to the water rights so that the river's historical flows would always be preserved.

In addition, as noted above, like every other water transaction in Colorado, this will have to go through water court, to make sure that other entities and water rights are not harmed by this transaction.

Finally, the remaining funding, beyond any federal support received, needs to be secured in the next couple of years.

We acknowledge that some water providers on the Front Range have raised concerns about potential impacts on their water rights. This is to be expected with a unique and historic opportunity like the Shoshone Permanency Effort.

We are confident that the review processes this proposal must go through, including the Colorado Water Courts, will show the wisdom and benefit to the entire state of preserving the Shoshone flows in perpetuity, as the River District has proposed.

We know well the challenges the Colorado River faces. Fed by our changing snowpack, the mighty Colorado provides water to nearly 50 million Americans, irrigates some of the most important agricultural lands in the world, is over-allocated and stressed by prolonged drought and climate change. Protecting it demands boldness and creativity. The Shoshone water rights purchase is both – and is essential to the health of the Colorado River and indeed to all Coloradans.

Learn more about this important opportunity at www.keepshoshoneflowing.org.

Roy Romer served as Colorado governor from 1987-1999 and Bill Ritter was governor from 2007-2011.

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Originally Published: November 3, 2024 at 5:01 AM MST

The Trust Project

2024 > November > 3

The Colorado Sun

OPINION: OPINION COLUMNS

Opinion: Shoshone water rights offer once-in-a-lifetime opportunity for Colorado's namesake river that we must secure

With agreement in place, the state's lead water agency can help to protect these key senior rights for future generations




Julie McCluskie and Russell George

1:30 AM MST on Jan 25, 2024

At the narrowest point in Glenwood Canyon, where steep cliffs compress the Colorado River, the Union Pacific Railroad, and all four lanes of Interstate 70 into an area no more than 50 yards across, a small brown building houses the historic Shoshone Hydropower Plant. For more than a century, the turbines inside that building have spun Colorado River water into electricity for local communities. It may not look like much on the outside, but like so many places in our beautiful state, there is far more than meets the eye.

Today, the Shoshone Hydropower Plant still produces energy for Colorado's electric grid, but its true importance is on the river. The senior water rights tied to Shoshone's power production hold the key to a more secure water future not only for the Western Slope, but for the entire state of Colorado.

Shoshone's benefits are unique because its water rights are nonconsumptive, which means the water used for hydropower production — more than 1,400 cubic feet per second — returns entirely to the river after a short trip through its turbines.

Because of its nonconsumptive nature, communities large and small along the Colorado River benefit from the water security and water quality provided by Shoshone's flows. These water rights provide certainty for farmers, ranchers and recreational outfitters upstream and downstream of Glenwood Canyon. And all Colorado River water users — from Greeley and Colorado Springs to Grand Junction — benefit from the Shoshone's flows as a bedrock for the success of the Upper Colorado River Endangered Fish Recovery Program, which

provides Endangered Species Act compliance and protections for over 1,250 water projects on both sides of the Continental Divide.

In an increasingly arid West, where the Colorado River is stretched-thin, we believe that permanent protection of the Shoshone Water Rights presents a once-in-a-lifetime opportunity to preserve many of the values we hold dear as Coloradans — clean drinking water, productive agriculture, world-class recreation, a healthy environment and much more.

With these benefits in mind, an unlikely coalition of western Colorado governments and water users — including Summit, Grand, Eagle, Garfield and Mesa counties — have been working for decades with the Colorado River District to forge a path toward preservation of Shoshone's flows. Together with Denver Water, many of these entities recognized Shoshone's importance, and memorialized the need to protect it, in the **2013 Colorado River Cooperative Agreement**.

And now, for the first time, Colorado River water users and the state of Colorado have an opportunity to finalize this long-standing goal.

✳ MORE IN OPINION

Opinion: Colorado lawmakers have a chance to help formerly incarcerated people with a step up when they get out
1:30 AM MST on Feb 6, 2024

Zornio: Colorado doesn't have a "migrant crisis," we have a political circus
3:02 AM MST on Feb 5, 2024

Opinion: Closer look at evictions in Denver shows the good, the bad and the promising
1:30 AM MST on Feb 5, 2024

Just a few weeks ago, Xcel Energy, the owner and operator of the Shoshone hydropower plant, and the Colorado River District **signed a purchase and sale agreement** setting out a clear path to transfer ownership of the historic Shoshone water rights to the river district for $98.5 million. This historic agreement marks the start of a broad-based effort to partner with the state of Colorado to protect the Shoshone water rights.

We strongly support the agreement reached between Xcel Energy and the Colorado River District, and we applaud the tireless efforts of Xcel, the river district and everyone else

involved in getting to this historic point.

In order to succeed, this effort will need the support and partnership of the state of Colorado through the Colorado Water Conservation Board. Gov. Jared Polis recently praised the deal, and next week the conservation board will decide whether to match the river district's investment of $20 million and move forward toward permanent protection of Shoshone's flows. This presents an opportunity for the people of Colorado to come together to achieve durable and permanent protections for the Colorado River.

The $98.5 million agreement to acquire the Shoshone water rights is no small price tag, but the one-time investment to protect Colorado River flows in perpetuity will provide priceless benefits for generations of water users to come. The effort aligns with the Colorado Water Plan's focus on healthy watersheds and vibrant communities, and we believe it is a true value — especially in view of the permanent protection that the funding will help to ensure.

The state- and basin-wide importance of this effort cannot be overstated. If the power plant were to cease operation without permanent protection of the water right, the negative economic and environmental impacts to Western Colorado and to the state of Colorado would be immediate and profound.

Colorado has a once-in-a-lifetime opportunity to permanently protect the most influential water right on our state's namesake river. We cannot let this opportunity pass us by, because we all depend on a healthy Colorado River — whether we live on the Front Range or the West Slope. Our fortunes are tied. Our futures are linked. When the Colorado River thrives, we all thrive.

Julie McCluskie is the speaker of the Colorado House and has served as a Representative since 2018 and was re-elected in 2022 to represent House District 13. She is the first woman Speaker elected from the Western Slope.

Russ George is a fourth generation resident of the Rifle area. He represented northwestern Colorado counties in the Colorado House for four terms, serving as Speaker from 1999-2000.

The Colorado Sun is a nonpartisan news organization, and the opinions of columnists and editorial writers do not reflect the opinions of the newsroom. **Read our ethics policy for more on The Sun's opinion policy**. Learn how to **submit a column**. Reach the opinion editor at **opinion@coloradosun.com**.

COLORADO
Colorado Water Conservation Board
Department of Natural Resources

Colorado Water Conservation Board Approves Funding for Continued Shoshone Preservation Efforts

January 29, 2024—The Colorado Water Conservation Board (CWCB) has voted to recommend $20 million in funding to the Colorado River District as part of the annual Water Projects Bill contributing to a larger funding effort to secure Shoshone permanence and foster water security on the Colorado River.

“The CWCB Board considered this funding application very carefully. This is a significant step towards maintaining historic flows on the Colorado River,” said Lauren Ris, CWCB Director. “As an agency, we will continue to do our due diligence in this process, with the hope that these efforts can benefit the environment and give West Slope water users more certainty.”

The decision follows a special workshop held on January 25, and a final vote during CWCB’s January Board Meeting. On December 19, 2023, the Colorado River Water Conservation District and Public Service Company signed an agreement that would allow the River District to purchase the water rights associated with the Shoshone power plant. The River District is also planning to seek funds from the Bureau of Reclamation and others.

In the coming months to years, CWCB will work with the River District to negotiate an instream flow agreement. If approved, the two entities would then seek a change in water right decree through Colorado Water Court. The CWCB’s Instream Flow Program secures instream flow water rights to protect streamflow to preserve the natural environment of streams and lakes where fish and other species live. The integrity of this long-standing program depends on a thorough review, so it’s critical CWCB staff follow public processes.

“We also greatly appreciate the hard work and dedication of CWCB staff in this effort and their positive recommendation of funding to the Board,” said Andy Mueller, Colorado River District General Manager. “We consider the state an integral partner in protecting Shoshone’s flows in perpetuity, and the $20 million funding milestone brings this generational investment in Colorado water security one step closer to the finish line.”

“If completed, Shoshone water right preservation would help maintain flows on the Colorado River, and support the system as a whole,” said Dan Gibbs, Executive Director of the Colorado Department of Natural Resources. “Securing this water right and negotiating an instream flow use agreement could mean supporting healthy agriculture, providing clean drinking water, fostering healthy environments, and more. We look forward to working with the Colorado River District and Xcel Energy as this process enters the next phases of evaluation and approval.”

###

SHOSHONE
WATER RIGHT PRESERVATION

FOR IMMEDIATE RELEASE
Tuesday, December 19, 2023

CONTACT:
Xcel Energy, Tyler Bryant - 813.951.4169
GBSM, Sam Stookesberry - 303.981.8332
CRD, Lindsay DeFrates - 970.456.8973

Historic Agreement Reached to Advance Colorado Water Security

Shoshone Water Right Preservation Campaign kicks-off with Purchase & Sale Agreement to permanently protect flows in the Upper Colorado River.

Glenwood Springs, CO — This afternoon, Xcel Energy and the Colorado River District signed a Purchase & Sale Agreement (PSA) to transfer ownership of the historic Shoshone water rights to the River District for $98.5 million. The agreement marks a first step towards permanent protection of the most senior, non-consumptive water right on the Colorado River, a project with a 20-year history of support from 19 western Colorado governments and water entities.

“This announcement is a critical first step in preserving the water rights that flow through our Shoshone Hydro Plant turbines on the Colorado River,” said Robert Kenney, president of Xcel Energy – Colorado. “This is an important agreement for the 1.6 million electric customers and communities we serve statewide by allowing us to continue generating clean electricity as part of our commitment to be good stewards of the Colorado River and all who rely on it.”

Leadership from Xcel Energy and the River District celebrated this milestone alongside a broad base of Shoshone Water Right Preservation campaign partners at the Hotel Colorado. Remarks from county commissioners, local and state elected officials, as well as environmental and recreation-based interests followed the official signing of the agreement.

“On behalf of the Colorado River District and the headwaters communities in Eagle County, we thank Xcel Energy for being a committed partner to the West Slope, our economy, and our environment,” said Colorado River District Board President and Eagle County Commissioner Kathy Chandler-Henry.

With the PSA signed, the Shoshone Water Right Preservation Coalition – a diverse and growing partnership of stakeholders – now begins a multi-year effort to secure funding for the purchase and to add an ‘instream flow’ benefit to the historic Shoshone water rights in water court. With its command of 1,408 cfs (or up to 1.02-million-acre feet of water per year) on the Colorado mainstem and benefits both upstream and downstream of Glenwood Canyon, Coalition members see Shoshone permanency as a generational investment in water security for Colorado's environment, economy, and communities across the state.

“We now look forward to working alongside the State of Colorado, the Bureau of Reclamation, the U.S. Fish & Wildlife Service, and Colorado water users, all of whom will be integral partners in this effort’s success,” Commissioner Chandler-Henry added.

Central to the statewide benefit of the Shoshone water right is the vital role it plays in Endangered Species Act (ESA) compliance. Over 1,250 Colorado water projects on both sides of the divide rely on the Upper Colorado River Endangered Fish Recovery Program to maintain ESA compliance and continued operation. In dry years, Shoshone calls between 41,000 and 86,000-acre-feet (AF) of water downstream from the Shoshone Hydropower Plant, bolstering needed cold-water flows in the Grand Valley’s 15-Mile Reach – critical habitat for Colorado’s four native fish listed under the Endangered Species Act.

The consistent flow regime also helps sustain local agricultural producers and Colorado’s $11.9 billion agricultural economy through increased flows and higher water quality. It also provides water quality benefits for West Slope communities that rely on the Colorado River for drinking water, and drives the state’s $14.6 billion water-based recreation economy along the Colorado River.

“Protection of Shoshone’s flows presents a unique opportunity to protect the long-term viability of the Colorado River and the communities across the state that depend on it, many of which I represent,” said state Senator Dylan Roberts (SD-8). “There is still a lot of work to be done, but today is incredibly exciting. Taking action on behalf of current and future water users is absolutely worth it and should be a top priority.”

"Agriculture, recreation, and the environment all benefit from Shoshone’s flows. But it’s important to remember that the drinking water supplies for many of the communities in my district come directly from the Colorado River,” said State Representative Elizabeth Velasco (HD-57). “Towns like New Castle, Silt, Rifle, and others all benefit from the flows that Shoshone provides. Higher, consistent stream flows provide clean drinking water for thousands of people in my district and reduce the cost of water treatment for rural communities."

“Colorado has an opportunity with Shoshone permanency to take durable, decisive action on water security for the sake of our productive agriculture and our hard-working farmers and ranchers here in the Grand Valley,” stated Mesa County Commissioner Bobbie Daniel.

After today’s official kickoff, the Shoshone Water Right Preservation Campaign moves forward with in-depth public engagement planned across Colorado. Both West Slope and Front Range residents are encouraged to stay tuned in the coming year as local events are announced. Learn more at www.KeepShoshoneFlowing.org.

###

Memo

To: Town Council

From: Duke Barlow, Open Space and Trails Manager

Date: 1/20/25 (for 1/28/2025 work session)

Subject: MERJE Comprehensive Open Space Sign Plan

Town Council Goals (Check all that apply)

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

Summary

John Bosio, Principal of MERJE Environments and Experiences, will present a proposed Final Design plan to Council during the January 28, 2025 Work Session and seeks feedback before producing Final Deliverables at the end of March 2025. Staff will continue to work with MERJE through the duration of the contract.

Background

As an action item from the 2023 Town of Breckenridge Open Space and Trails Master Plan, the Open Space and Trails Department (OST) is developing a comprehensive Signage Workplan. The purpose of the project is to improve the user experience by streamlining the existing signage and improving wayfinding, regulatory, etiquette, and access and inclusion messaging throughout the network. MERJE Environments and Experiences, a consulting firm from West Chester, PA, that specializes in parks, trails, and community wayfinding, was hired in Summer 2024 to complete this work.

MERJE's attendance at the January 28, 2025 Council Work Session marks the end of their third and final scheduled site visit. Also included in this visit was the presentation of this Final Design draft (see attached) to a joint meeting between Breckenridge Open Space Advisory Commission (BOSAC) and Summit County Open Space Advisory Council (OSAC) on the evening of January 27, 2025. The next steps in the contract include working with staff to update sign location plans and preparation of final technical specifications, cost estimates, and phasing strategies. Final deliverables are expected March 30, 2025. This timeline, assuming no significant delays in fabrication, should allow for installation of a pilot sign package on Town OST property in Summer 2025 and full implementation of the signage package in 2026.

Public outreach/engagement

From June through December 2024, MERJE has solicited public input from surveys, open houses, targeted focus groups consisting of key stakeholders such as different user groups, local business owners, Breckenridge Tourism Office (BTO) and land management partners, and meetings with Council and BOSAC.

Financial Implications

Both the consulting work from MERJE and forecast signage production and some installation costs have been included in 2024 and 2025 OST annual budgets. Additionally, staff has placed an emphasis on balancing the estimated costs of signage installation and maintenance work with proposed design concepts and materials. We anticipate there will be an initial investment needed to fully implement the new signage plan, which will be proposed as part of the 2026 Open Space budget. Once the new signage plan has been implemented across the entirety of The Town's OST network, the expectation is that future maintenance costs will closely resemble current expenses.

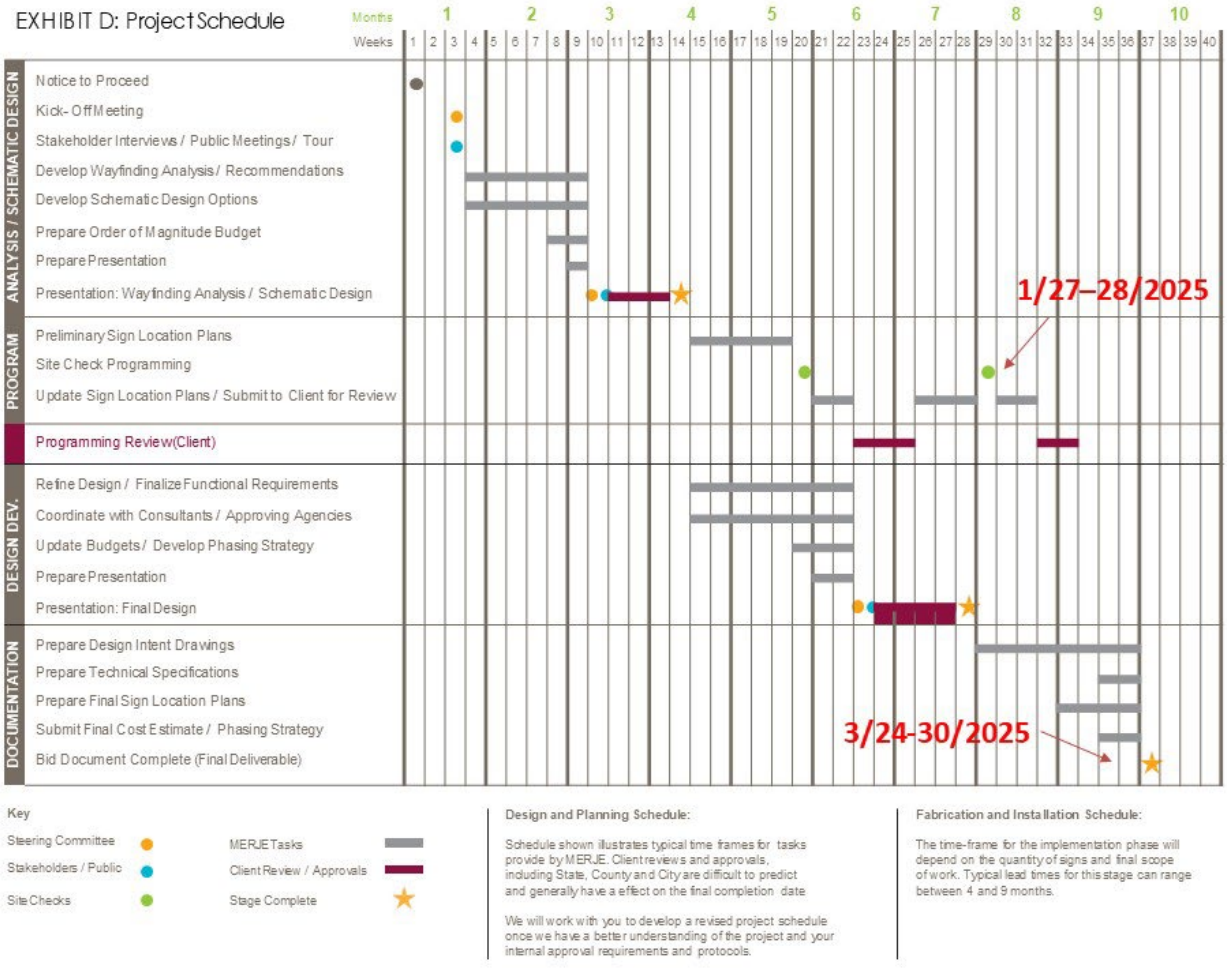
Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Equity Lens
The Equity Lens was consulted as part of this process. In addition to a robust public engagement process, which included outreach to underserved groups in the community, access and inclusion to Open Space is listed as a Strategic Goal in the TOB 2023 Open Space & Trails Master Plan, with "trailhead kiosk and trail signage communication" identified as specific components of this goal.

Staff Recommendation
Staff believes the consultant has listened carefully to previous comments made by BOSAC, the Council, and the public and incorporated these comments into the Final Design Plan. We believe the Plan presents a clean and uniform package of design elements that are visually attractive and will work to reduce overall clutter and redundancy in the sign network.

Questions for Council

- Is the Council generally supportive of the Signage Final Design Plan?
- Does the Council have any comments or suggestions regarding the Final Design Plan?



merje

ENVIRONMENTS & EXPERIENCES

AGENDA

1. **Review Stakeholder Comments**
2. **Digital / Creative Examples**
3. **Updated Design**
4. **Frontcountry • Midcountry • Backcountry (Sign Menus)**
5. **Internal Trail Scenarios**

merje

STAKEHOLDER ENGAGEMENT

Town Council

BOSAC

Stakeholders: Trail Users, DEI / Accessibility, Destinations, Technical / Approvers

Public Meetings (2)

Summit County Open Space

Breckenridge Tourism Office

High School Students / Cross Country Team

Mountain Dreamers

merje

Comments

OVERALL COMMENTS

Digital / Creative
- More innovation to elevate signage (but not unorthodox)
- Add artistic and creative elements
- Inclusion of Digital Elements / Connect to Signage
- Incorporate QR Codes and access to Mobile Apps (All Trails, COTREX, etc.)
- Promote the B like Breckenridge app

Ownership and Identity
- Neutrality: Majority of Trails are shared management by Town & County
- More Breckenridge “identity” – not sterile / unique to our town
- County: Preference signs on Town managed trails, have a slightly different look
- Trails & Preserve should be same design

Existing Signage
- The design does not need to to use the existing structures (kiosks)
- New Post vs Old Post (do not need to re-use existing)
- Friendly Etiquette signs are appreciated and should have a place in the program

merje

DESIGN FEEDBACK

Option Specific Comments

- Option 1: Shape of Sign is Recognizable / Overall Sign Sits back
- Option 1: Trailhead Cap (but not Breckenridge logo)
- Option 2: Kiosk roof design
- Option 3: Kiosk Additional Panels
- Regulatory Signage: Color Accent (2) vs. Full Color (3)

General Design Comments

- Vertical Trailhead Totem is preferred (snow)
- Colors: Softer hues (not so harsh)
- Pop-of color to cue users / Visibility in all conditions
- Post do not need to stand out
- Single Post preferred over Double Post
- Strategic use of Logos (Town, County, Be Breck, U.S. Forest Service, etc.)

merje

CONTENT FEEDBACK

General Signage Content

- More pictograms / less wordy / more direct language
- Permitted Activities vs. Non-Permitted
- Strict Language vs. Friendly Tone
- Tone = “We are in this together” / “Welcoming not Telling”
- Incorporate Emergency Locator Numbers
- Include Distance and/or Time on Trail Directional
- Include Trail Difficulty and Trail Specific Info (Graphics / Text / Pictograms)
- Spanish for paragraphs only (direction = proper names)
- Trailheads should Indicate Cell Service (with / without)
- Message: How to Interface with Wildlife

Primary Regulatory and Etiquette Message Feedback:

Sharing the Trail and Yielding to Users

Kiosk Content

- Add Contact Information and Who (Town or County)
- Add Legal Liability Sign

merje

GENERAL FEEDBACK

Maintenance
- Make Maintenance and upkeep of the signage easy for staff.
- Limit the number of parts for signage
- The trailhead does not need to be a double post.
- Nordic Center has seasonal needs (changeable Signs)

Wayfinding
- Showcase wayfinding strategy deeper into the trail network
- Kiosks need Broad Map + Detail Map of Local Area
- Provide examples of recommendations for in-town trail connections
- Include smaller kiosks to be located deeper into the trail network
- More Signs for Trails in Town / Less Sign for Back Country

Additional Comments
- Need a Phasing Strategy
- Consider only listing non-permitted activities (reduces the amount of information)
- U.S. Forestry Service: Pictograms Open To / Closed To

merje

Digital / Creative Examples

Technology



Bicycle Counter



iBeacon

KEY

- Trail Entrance
- On Trail Route
- Downtown
- Connection Points



Real-Time Ski Digital Display



E-Paper Display



Interactive Digital Screen

Creative Identifier











Downtown Loop









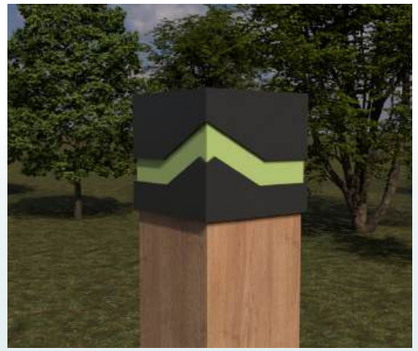
Design Options Previously Considered



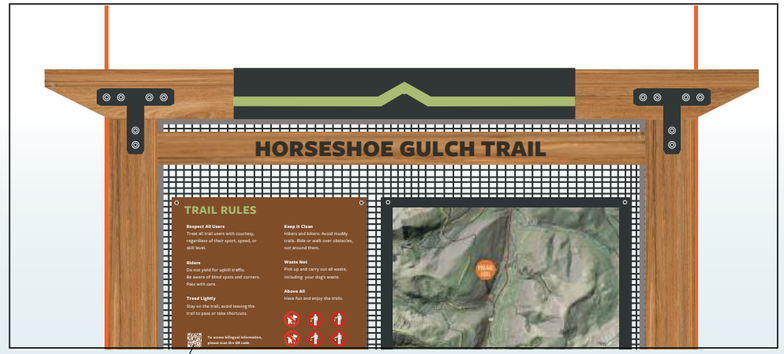


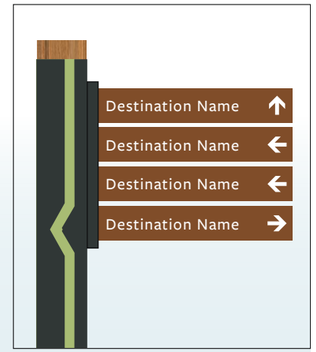




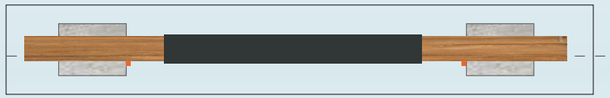


Town roofline Inspired Graphic

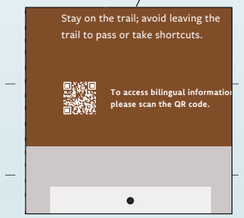




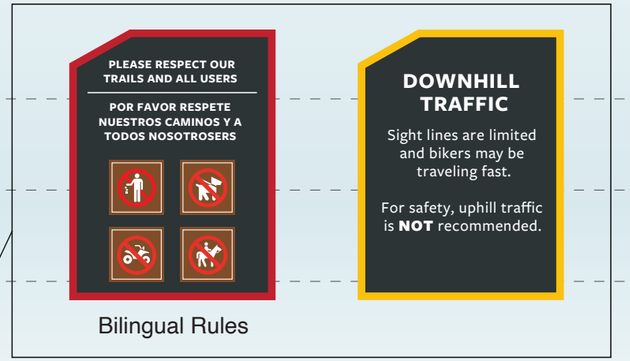




TOP VIEW

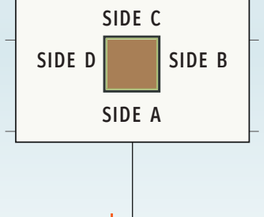


QR Code



Bilingual Rules

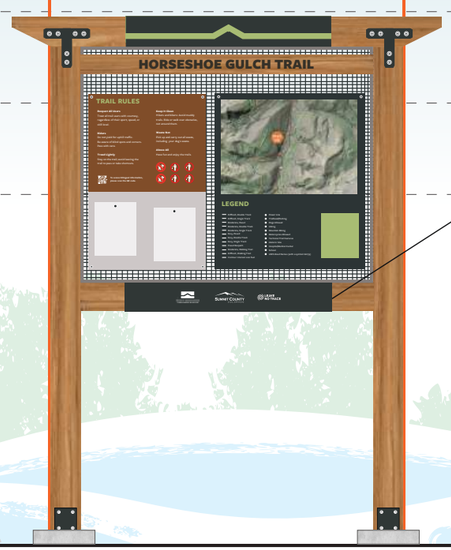
13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"







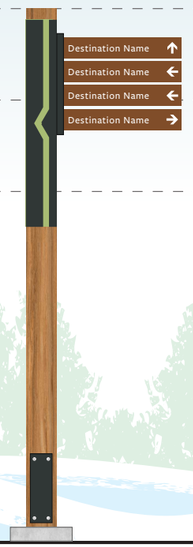
Supporting Logos





Supporting Logos







le: 3/8"=1'-0"

TRAIL.1
Trail Identification
(Re-face existing trail totem)

KIOSK.1
Pedestrian Kiosk
(Re-face existing Kiosk)

RULES.1
Rules & Trail Etiquette

TDIR.1
Trail Directional

Existing
Etiquette Sign









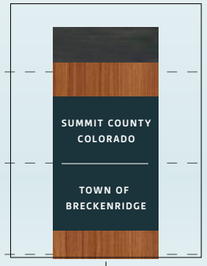


Bilingual Trail Information





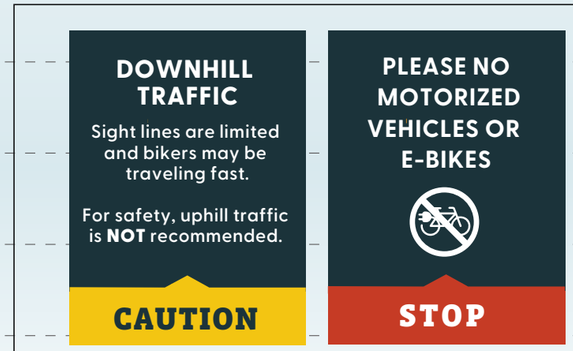
Supporters





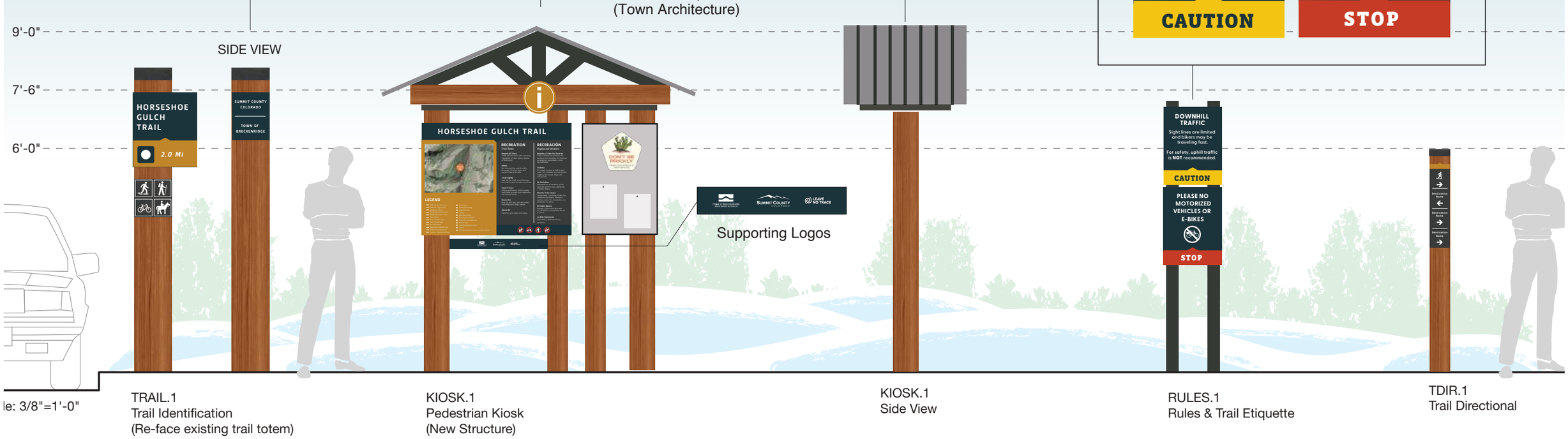
Kiosk roof Inspiration
(Town Architecture)





13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"

SIDE VIEW



Supporting Logos

le: 3/8"=1'-0"

TRAIL.1
Trail Identification
(Re-face existing trail totem)

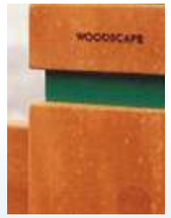
KIOSK.1
Pedestrian Kiosk
(New Structure)

KIOSK.1
Side View

RULES.1
Rules & Trail Etiquette

TDIR.1
Trail Directional





Color Palette Reflects History of Breckenridge



Modular System

TOP VIEW



Interpretive Panel
(Example Only)

e: 3/8"=1'-0"

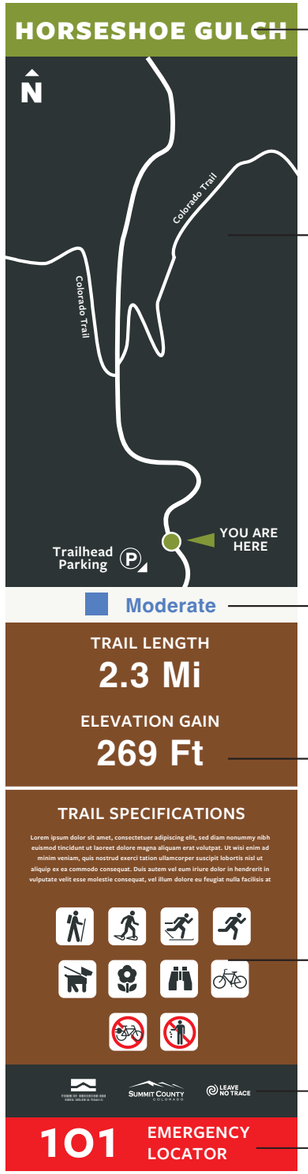
TRAIL.1
Trail Identification
(Re-face existing trail totem)

KIOSK.1
Pedestrian Kiosk

RULES.1
Rules & Trail Etiquette

TDIR.1
Trail Directional

Frontcountry



Trail Name

Trail Map

Trail Difficulty

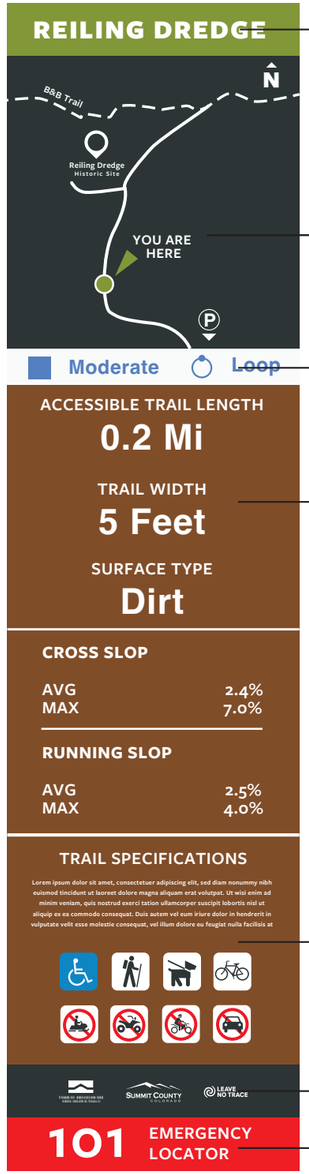
Trail Information

Permitted / Not Permitted

Logos

Emergency Locator

Typical Trail



Trail Name

Trail Map

Trail Difficulty

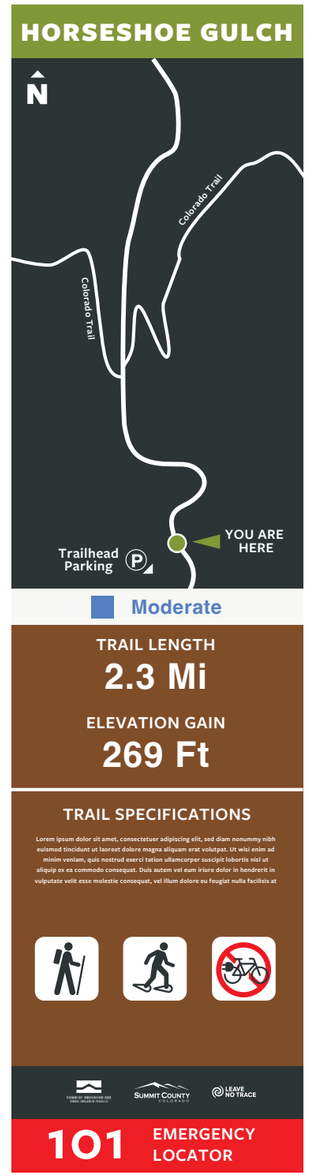
Accessible Information

Permitted / Not Permitted

Logos

Emergency Locator

All Person's Trail



Typical Trail (Limited pictograms)



Typical Trail (No Map)

Typical Trail

All Person's Trail

SIDE B | SIDE C

SIDE A

Top View

13'-6"

12'-0"

10'-6"

9'-0"

7'-6"

6'-0"

SIDE A

SIDE B /C

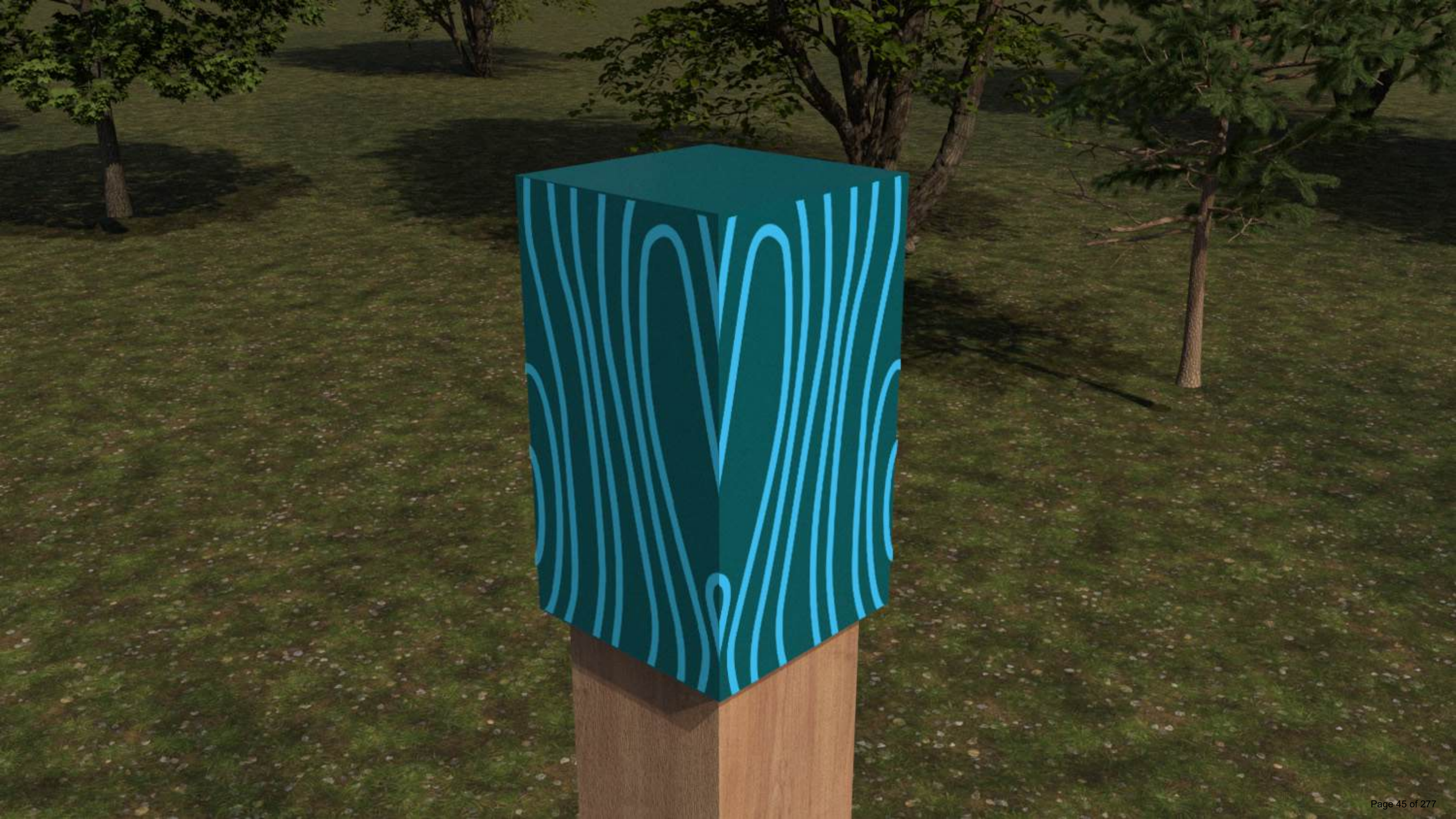
HORSESHOE GULCH TRAIL

Scale: 3/8"=1'-0"

TRBL.1
Trail Directional

TRAIL.1
Trail Identification
(Re-face existing trail totem)

KIOSK.1
Trailhead Kiosk




Community Postings
Events / Information
Map
Trail Name
Trail Rules &
Liability Information
Interpretive Story
COMMUNITY POSTINGS
WARNING
TRAIL TEMPORARILY CLOSED
DON'T BE PRICKLY
Please show kindness to other trail users
LEAVE NO TRACE
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Leave No Trace Information
HORSESHOE GULCH TRAIL
YOU ARE HERE
MAP LEGEND
Trail Difficulty
Difficult, Double Track
Difficult, Single Track
Moderate, Paved
Moderate, Double Track
Moderate, Single Track
Easy, Paved
Easy, Double Track
Easy, Single Track
Paved Recpath
Moderate, Walking Trail
Difficult, Walking Trail
Contour Interval: 200 feet
KEY
Power Line
Trailhead / Parking
Dogs Allowed
Hiking
Mountain Biking
Trail Features
Historic Site
Hospital
School
escanear código qr para la leyenda del mapa
TRAIL RULES
Respect All Users
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Riders
Do not yield for uphill traffic.
Be aware of blind spots and corners.
Pass with care.
Tread Lightly
Stay on the trail; avoid leaving the trail to pass or take shortcuts.
Above All
Have fun and enjoy the trails.
Keep It Clean
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Waste Not
Pick up and carry out all waste, including your dog's waste.
Para acceder a información bilingüe, escanee el código QR.
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TOWN OF BRECKENRIDGE OPEN SPACE & TRAILS
SUMMIT COUNTY COLORADO
Logos
WE DID THIS FOR GOLD
HISTORY OF BRECKENRIDGE
Striking Gold: The Origins of Dredging in Breckenridge
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Community Postings
Events / Information
Map
Trail Name
Trail Rules &
Liability Information
Bilingual Info
COMMUNITY POSTINGS
WARNING
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LEAVE NO TRACE
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HORSESHOE GULCH TRAIL
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Reglas Del Sendero
Respete A Todos Los Usuarios
Trate a todos los usuarios del sendero con cortesía, independientemente de su deporte, velocidad o nivel de habilidad.
Ciclista
No ceda el paso al tráfico en subida.
Esté atento a los puntos ciegos y las curvas.
Adelante con cuidado.
Pise Con Cuidado
Permanezca en el sendero; evite salirse del mismo para adelantar o tomar atajos.
Sobre Todo
Diviértase y disfrute de los senderos.
Mantenlo Limpio
Excursionistas y ciclistas: eviten los senderos fangosos. Anden en bicicleta o caminen sobre obstáculos, no alrededor de ellos.
No Desperdiciar
Pick up and carry out all waste,
Recoge y lleva todos los residuos, incluidos los de tu perro.
Lorem ipsum dolor sit amet, consectetuer Lorem ipsum dolor sit amet, consectetuer adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Duis autem vel eum iriure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu
Advertencia
Usted está ingresando a esta tierra con fines recreativos. Si abandona el sendero, la ruta, el área o la carretera designados, se considerará que ha invadido la propiedad. Existen peligros y riesgos inherentes asociados con el uso de esta tierra que pueden causar lesiones graves o la muerte, incluidos los cambios en las condiciones climáticas; variaciones abiertas y obvias en la inclinación, las condiciones de la superficie, la consistencia del terreno, como el crecimiento del bosque, las rocas, los tocones, los ursos de agua, los lechos de los arroyos, los acantilados, el terreno extremo y los árboles; la vida silvestre; y las actividades, estructuras, restos, equipos u operaciones mineras o agrícolas.
TOWN OF BRECKENRIDGE
SUMMIT COUNTY
COLORADO
Leave No Trace Information
Logos

COMMUNITY POSTINGS

WARNING

TRAIL TEMPORARILY CLOSED

DON'T BE PRICKLY
Please show kindness to other trail users

LEAVE NO TRACE

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HORSESHOE GULCH TRAIL



MAP LEGEND

Trail Difficulty

- Difficult, Double Track
- Difficult, Single Track
- Moderate, Paved
- Moderate, Double Track
- Moderate, Single Track
- Easy, Paved
- Easy, Double Track
- Easy, Single Track
- Paved Recpath
- Moderate, Walking Trail
- Difficult, Walking Trail
- Contour interval: 200 feet

KEY

- Power Line
- Trailhead / Parking
- Dogs Allowed
- Hiking
- Mountain Biking
- Trail Features
- Historic Site
- Hospital
- School

escanear código qr para la leyenda del mapa

TRAIL RULES

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Riders
Do not yield for uphill traffic.
Be aware of blind spots and corners.
Pass with care.

Tread Lightly
Stay on the trail; avoid leaving the trail to pass or take shortcuts.

Above All
Have fun and enjoy the trails.

Keep It Clean
Hikers and bikers: Avoid muddy trails. Ride or walk over obstacles, not around them.

Waste Not
Pick up and carry out all waste, including your dog's waste.

Para acceder a información bilingüe, escanee el código QR.

BE LIKE

PROVIDING LESS, BUILDING MORE, LEAVING NO TRACE, STICKING TO THE TRAILS, RESPECTING WILDLIFE, NATURE, AND EACH OTHER, AND PACKING OUT WHAT WE PACK IN. WHEN WE ALL DO OUR PART, WE CAN CHAMPION A CODE THAT'S SIMPLE TO OBSERVE THOUGH ALL OF US. BUT THAT STARTS HERE, WITH EACH AND EVERY ONE OF US.

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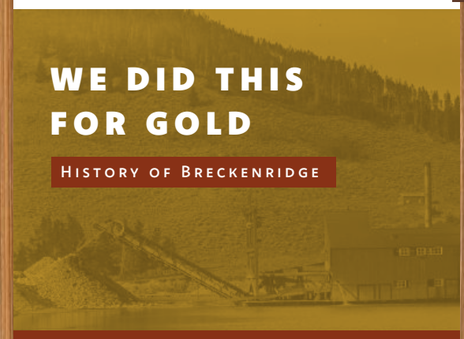
TOWN OF BRECKENRIDGE OPEN SPACE & TRAILS

SUMMIT COUNTY COLORADO

BRECKENRIDGE
SUMMIT COUNTY

WE DID THIS FOR GOLD

History of Breckenridge



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TOWN OF BRECKENRIDGE OPEN SPACE & TRAILS

SUMMIT COUNTY COLORADO

TOWN OF BRECKENRIDGE

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HORSESHOE GULCH TRAIL



MAP LEGEND

Trail Difficulty

- Difficult, Double Track
- Difficult, Single Track
- Moderate, Paved
- Moderate, Double Track
- Moderate, Single Track
- Easy, Paved
- Easy, Double Track
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- Moderate, Walking Trail
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KEY

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- Trailhead / Parking
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escanear código qr para la leyenda del mapa

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Riders
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Be aware of blind spots and corners.
Pass with care.

Tread Lightly
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Above All
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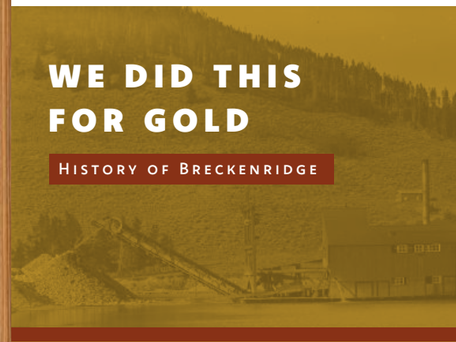
TOWN OF BRECKENRIDGE OPEN SPACE & TRAILS

SUMMIT COUNTY COLORADO

TOWN OF BRECKENRIDGE

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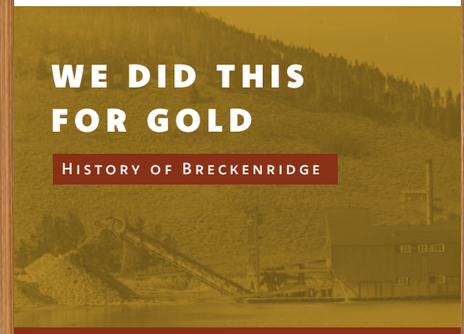
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TOWN OF BRECKENRIDGE OPEN SPACE & TRAILS

SUMMIT COUNTY COLORADO



TOWN OF BRECKENRIDGE



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13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"

HORSESHOE GULCH TRAIL
COMMUNITY POSTINGS
WARNING
TRAIL TEMPORARILY CLOSED
LEAVE NO TRACE
TRAIL RULES
MAP LEGEND
WARNING
WE DID THIS FOR GOLD
HISTORY OF BRECKENRIDGE
BRECKENRIDGE
SUMMIT COUNTY

STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY

WARNING
TRAIL TEMPORARILY CLOSED

Colored Cap
Trail Difficulty
Short Name .3 Mi
Trail Name
Qr Code - Trail Map and info
Scan For Trail Map and Information
Escanear para obtener mapade senderos e informacion

le: 3/8"=1'-0"

KIOSK.1A
Trailhead Kiosk
(Re-use Existing structure)

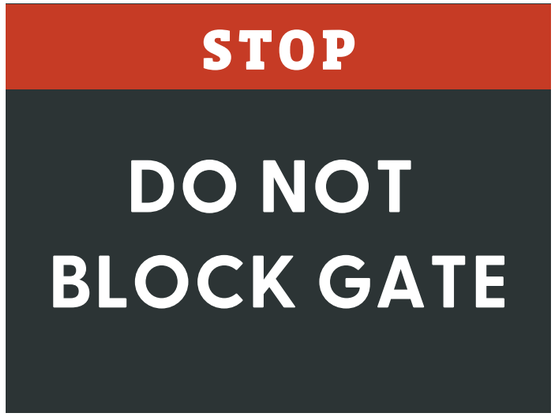
RULES.1
Rules & Trail Etiquette

Temporary Signs

TDIR.1
Trail Directional


STOP
NO MOTORIZED VEHICLES


STOP
NO OVERNIGHT PARKING


STOP
DO NOT BLOCK GATE


STOP
STAY ON TRAILS
RESPECT WILDLIFE
TOB ORDINANCE 8


STOP
STAY ON TRAILS
LIMIT GROUPS TO
8 OR LESS


STOP
PRIVATE PARKING ONLY

STOP



MUDDY TRAILS?
TURN BACK

STOP



SENSITIVE
WILDLIFE
PRESERVE

STOP



NO MOTORIZED
VEHICLES OR
E-BIKES

STOP

HARD LUCK
TRAIL
CLOSED

FOR
MAINTENANCE

CAUTION



DO NOT FEED OR
APPROACH
WILDLIFE

CAUTION

DOWNHILL
ONLY

NO UP HILL
TRAFFIC

CONSERVE

SENSITIVE
WILDLIFE AREA

NO PUBLIC ACCESS

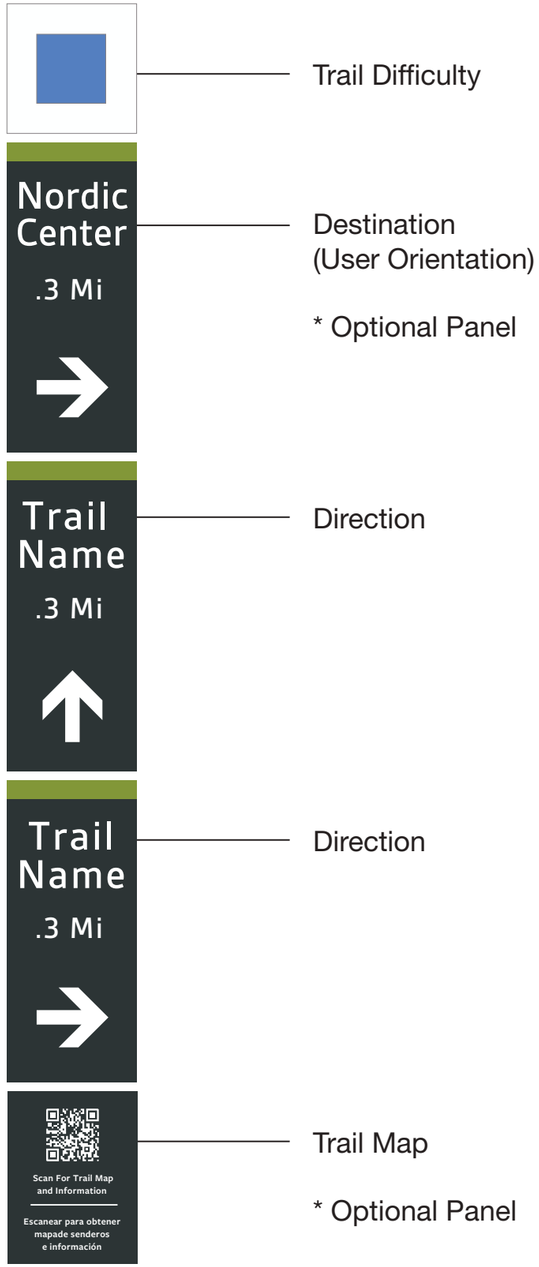
RULES



FIRST CLASS 1
E-BIKES
ALLOWED

PER ORDINANCE 10

Trail Directional Information Organization



Trail Difficulty

Destination
(User Orientation)

* Optional Panel

Direction

Direction

Trail Map

* Optional Panel

Scenario 1: Change in Trail Difficulty



Scenario 2: Same Trail Difficulty



Scenario 3: Direction with Regulatory Info



13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"



Existing Etiquette Signs
(New Pole)

KIOSK
Internal trail & small trail kiosk

KIOSK.B
Internal trail & small trail kiosk

MILE.1
Mile Marker

TRAIL ID.1
Identification of (New Trail)
Internal trail network

TOAD ALLEY TRAIL

Ñ

YOU ARE HERE

CR 76/77

Moderate

TRAIL LENGTH

1.2 Mi

ELEVATION DESCENT

-243 Ft

TRAIL SPECIFICATIONS

101 EMERGENCY LOCATOR

WELCOME

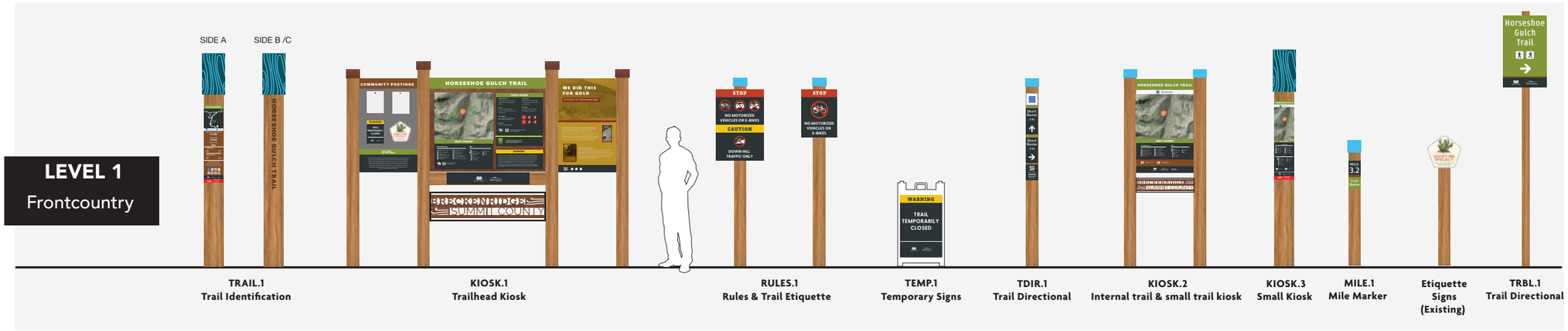
YOU ARE ENTERING THE CUCUMBER GULCH PRESERVE

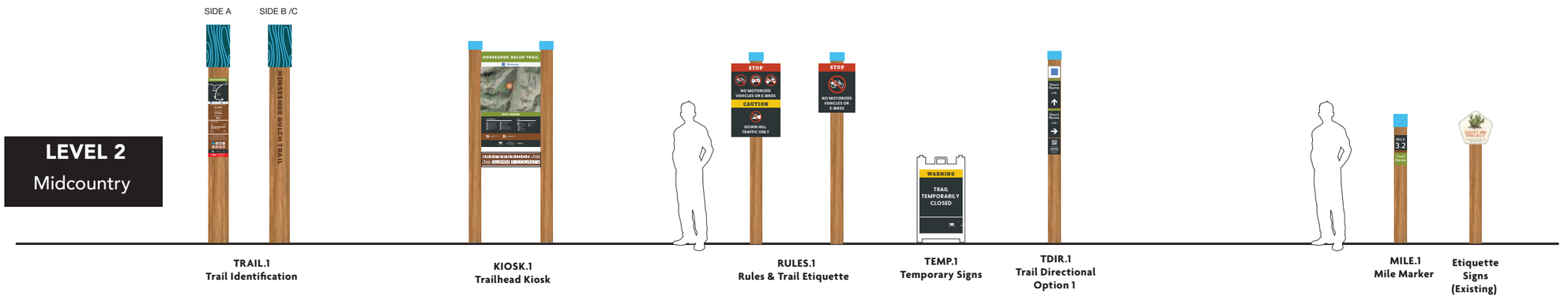
The Town of Breckenridge Is committed to Protecting This sensitive Wetland ecosystem

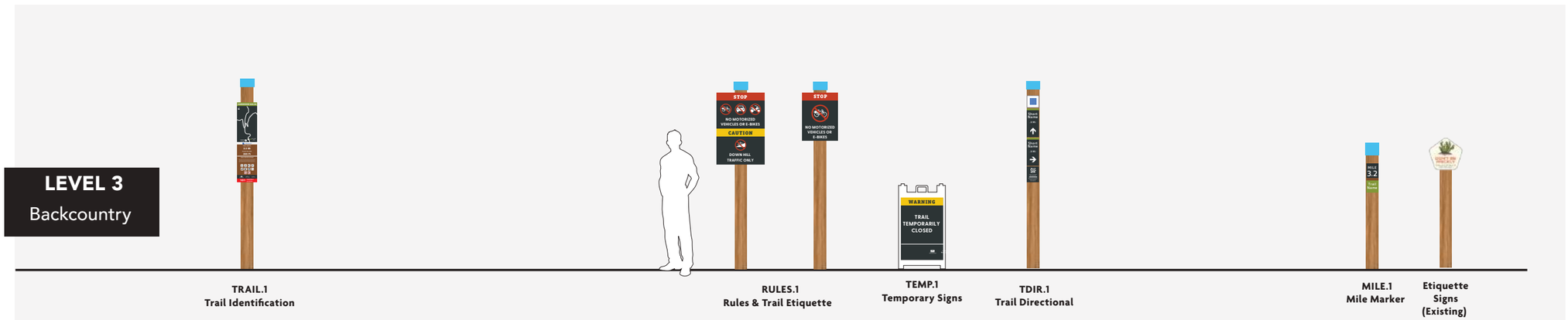
STOP

STAY ON TRAILS
LIMIT GROUPS TO
8 OR LESS

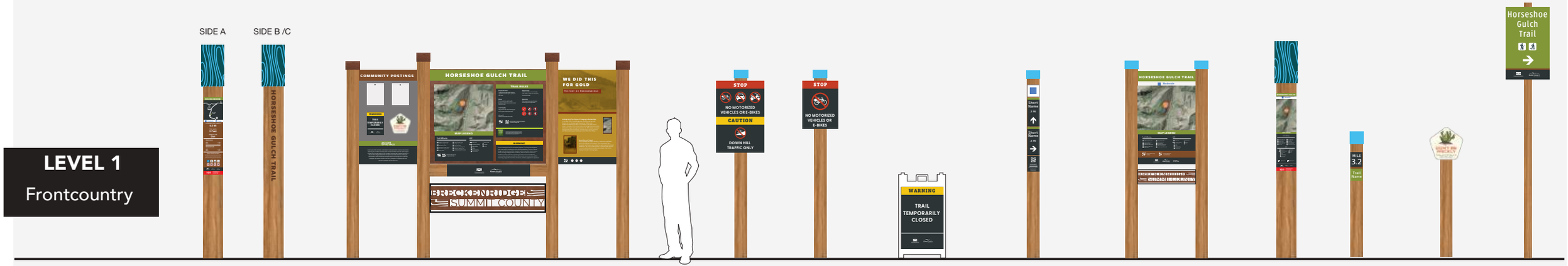
Trail Zones


LEVEL 1
Frontcountry
SIDE A
SIDE B /C
HORSESHOE GULCH TRAIL
COMMUNITY POSTINGS
HORSESHOE GULCH TRAIL
WE DID THIS FOR GOLD
BRECKENRIDGE
SUMMIT COUNTY
STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY
STOP
NO MOTORIZED VEHICLES OR E-BIKES
WARNING
TRAIL TEMPORARILY CLOSED
HORSESHOE GULCH TRAIL
MILE 3.2
Horseshoe Gulch Trail
TRAIL.1
Trail Identification
KIOSK.1
Trailhead Kiosk
RULES.1
Rules & Trail Etiquette
TEMP.1
Temporary Signs
TDIR.1
Trail Directional
KIOSK.2
Internal trail & small trail kiosk
KIOSK.3
Small Kiosk
MILE.1
Mile Marker
Etiquette Signs (Existing)
TRBL.1
Trail Directional


LEVEL 2
Midcountry
SIDE A
SIDE B /C
HORSESHOE GULCH TRAIL
HORSESHOE GULCH TRAIL
STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY
STOP
NO MOTORIZED VEHICLES OR E-BIKES
WARNING
TRAIL TEMPORARILY CLOSED
MILE 3.2
TRAIL.1
Trail Identification
KIOSK.1
Trailhead Kiosk
RULES.1
Rules & Trail Etiquette
TEMP.1
Temporary Signs
TDIR.1
Trail Directional
Option 1
MILE.1
Mile Marker
Etiquette Signs (Existing)


LEVEL 3
Backcountry
STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY
STOP
NO MOTORIZED VEHICLES OR E-BIKES
WARNING
TRAIL TEMPORARILY CLOSED
MILE 3.2
TRAIL.1
Trail Identification
RULES.1
Rules & Trail Etiquette
TEMP.1
Temporary Signs
TDIR.1
Trail Directional
MILE.1
Mile Marker
Etiquette Signs (Existing)

LEVEL 1
Frontcountry



TRAIL.1
Trail Identification

KIOSK.1
Trailhead Kiosk

RULES.1
Rules & Trail Etiquette

TEMP.1
Temporary Signs

TDIR.1
Trail Directional

KIOSK.2
Internal trail & small trail kiosk

KIOSK.3
Small Kiosk

MILE.1
Mile Marker

Etiquette Signs (Existing)

TRBL.1
Trail Directional

LEVEL 2
Midcountry



TRAIL.1
Trail Identification

KIOSK.1
Trailhead Kiosk

RULES.1
Rules & Trail Etiquette

TEMP.1
Temporary Signs

TDIR.1
Trail Directional
Option 1

MILE.1
Mile Marker

Etiquette Signs (Existing)

Backcountry

Typical Trail

13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"

HORSESHOE GULCH
N
Trailhead Parking
YOU ARE HERE
Moderate
TRAIL LENGTH
2.3 Mi
ELEVATION GAIN
269 Ft
TRAIL SPECIFICATIONS
101 EMERGENCY LOCATOR

STOP
NO MOTORIZED VEHICLES OR E-BIKES
STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY

WARNING
TRAIL TEMPORARILY CLOSED

Colored Cap
Trail Difficulty
Short Name .3 Mi
Trail Name
Short Name .3 Mi
Qr Code - Trail Map and info

MILE 3.2
Trail Name

DON'T BE PRICKLY
Please show kindness to other trail users

Scale: 3/8"=1'-0"

TRAIL.1
Trail Identification
(Re-face existing trail totem)

RULES.1
Rules & Trail Etiquette

Temporary Signs

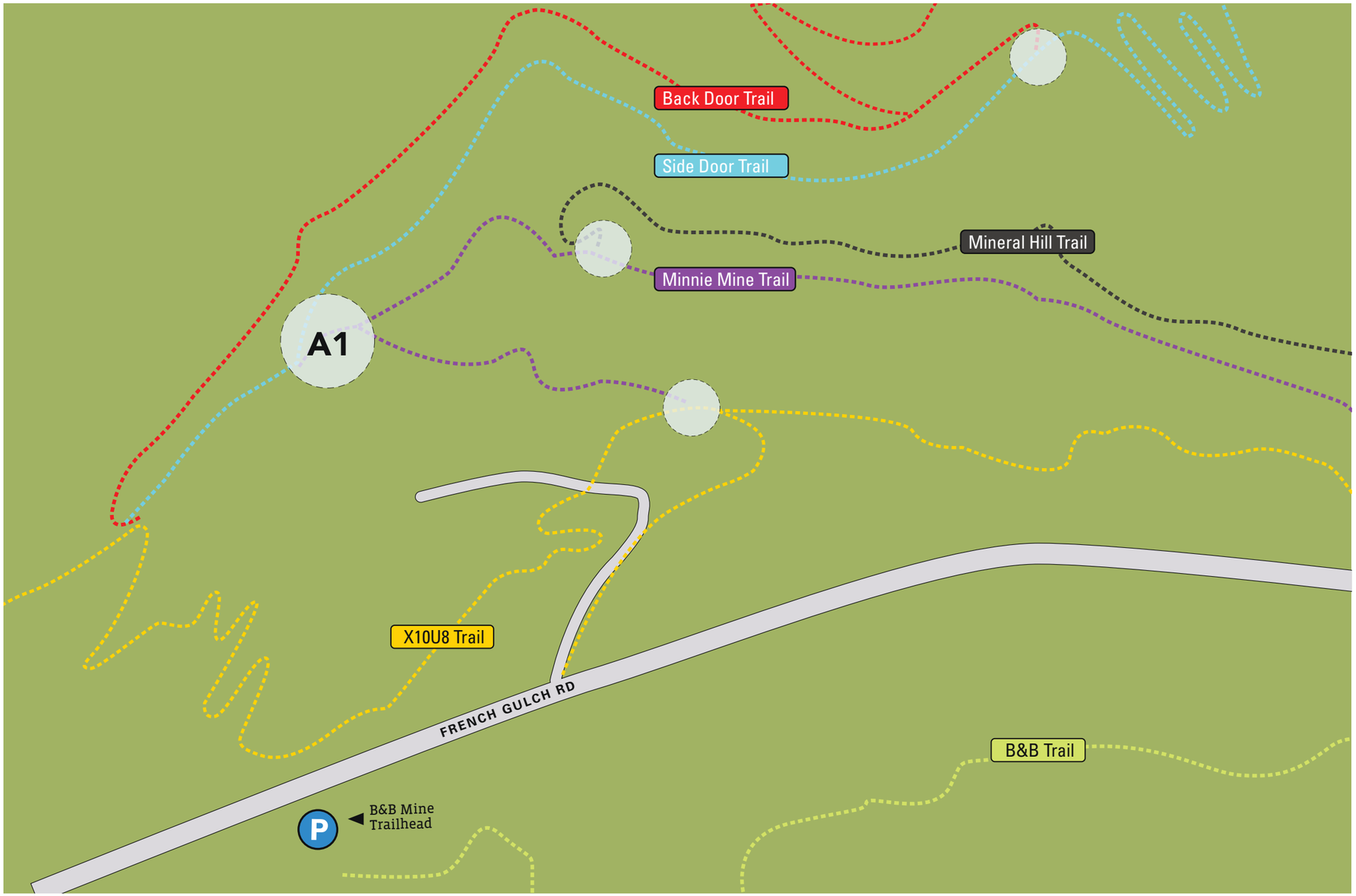
TDIR.1
Trail Directional

MILE.1
Mile Marker

Existing Etiquette Signs
(New Pole)

Internal Trail Scenarios

Scenario A: Minnie Mine Trail



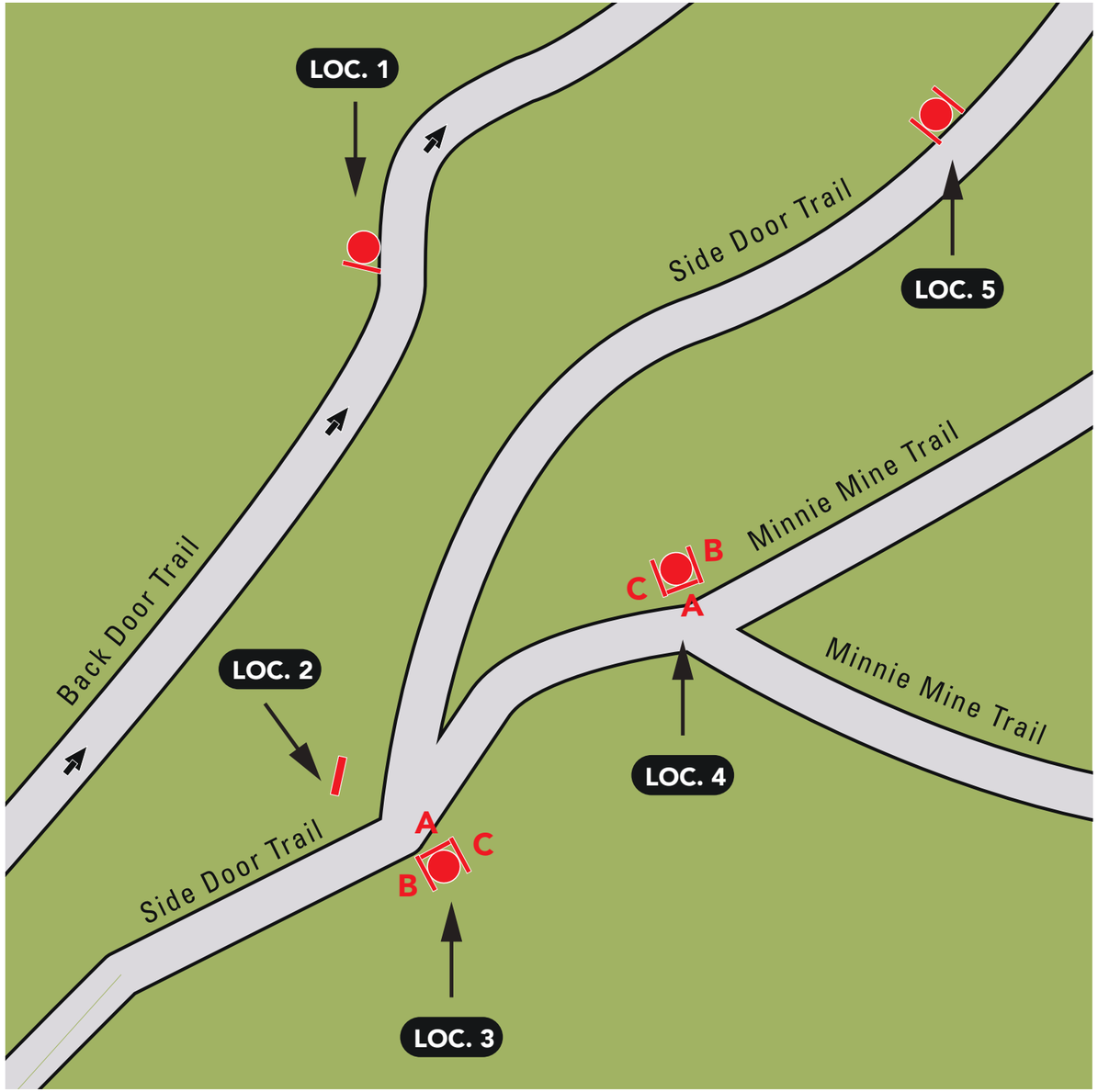
TRAIL CONNECTIONS

KEY

- Trails
- Trail Decision Points
- P — Trailhead Parking

* Note: Trails are NOT color Coded. This is only for the purposes of observing trail connections

Scenario A1: Multiple Trail Connections





TDIR.2
Trail Directional
(4-sided Post)

LOC. 3

LOC. 4

KIOSK
(Midcounrty)

LOC. 2

MILE.1
Mile Marker

LOC. 1

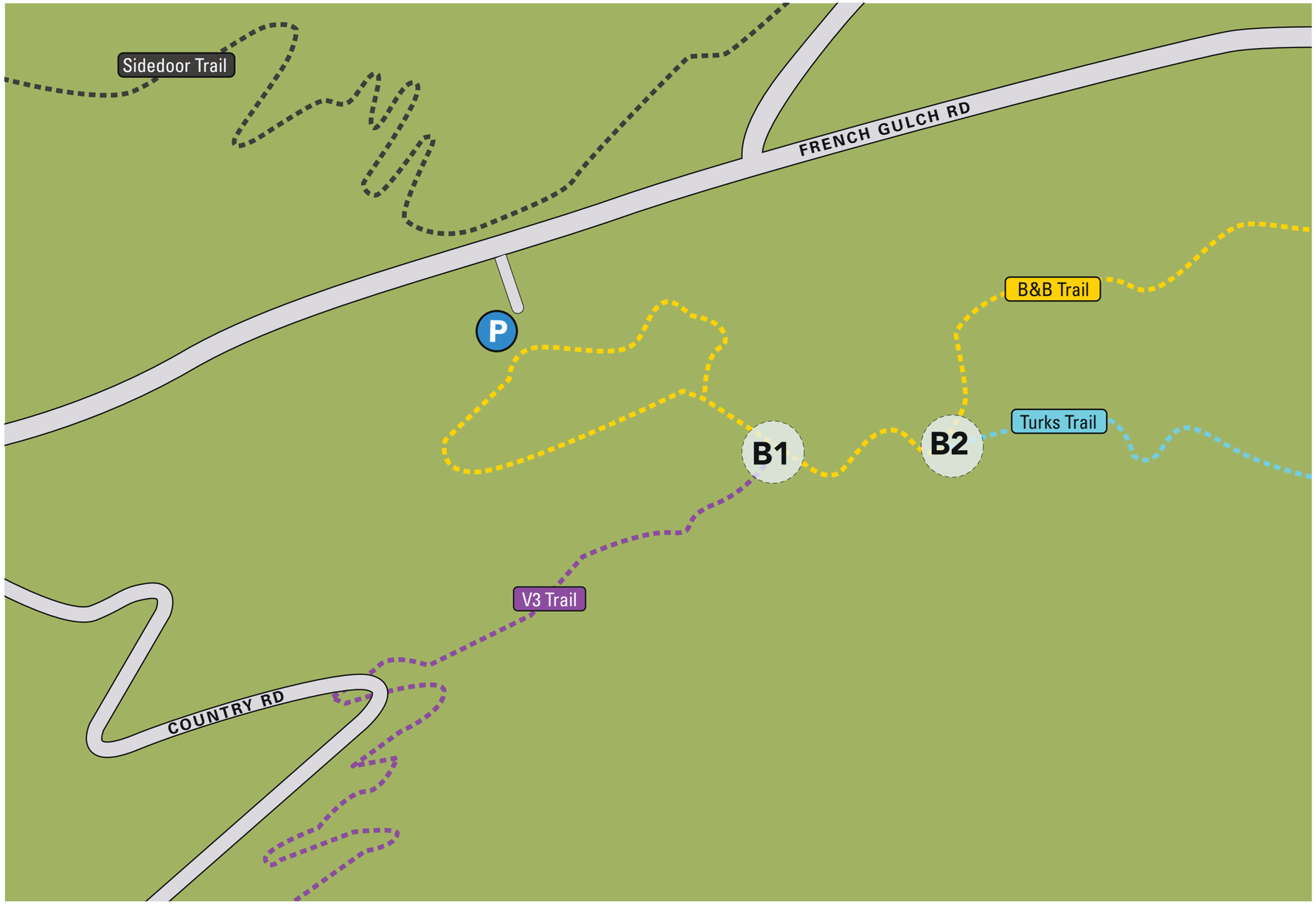
LOC. 5

TRAILS KEY	TRAILS DIFFICULTY
Sidedoor Trail	Easy
Backdoor Trail	Intermediate
Minnie Mine Trail	Expert



Photo Renderings, messages, and locations are for reference only.
They may not reflect final placement or text

Scenario B: Bottom of B&B Trail



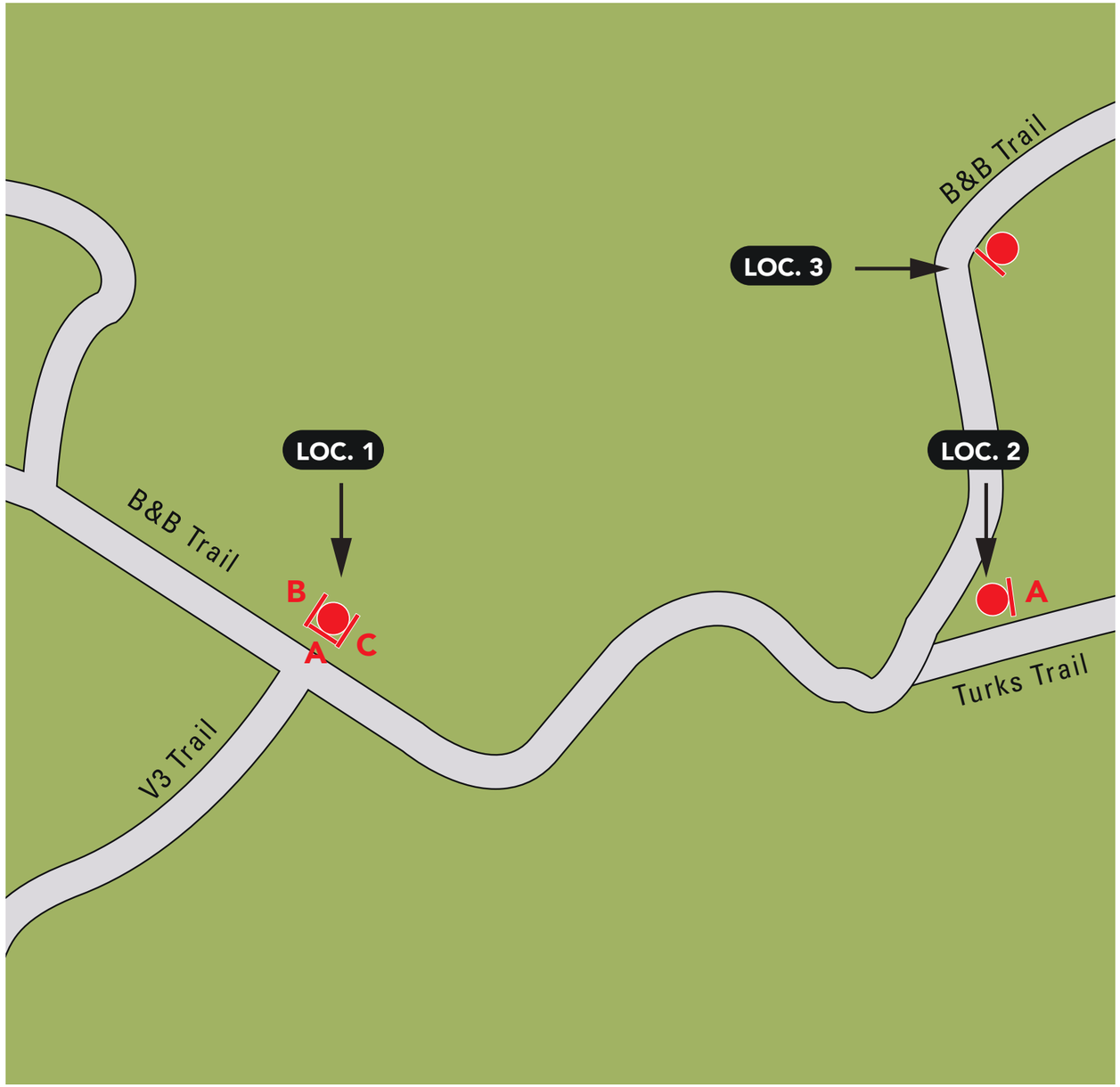
TRAIL CONNECTIONS

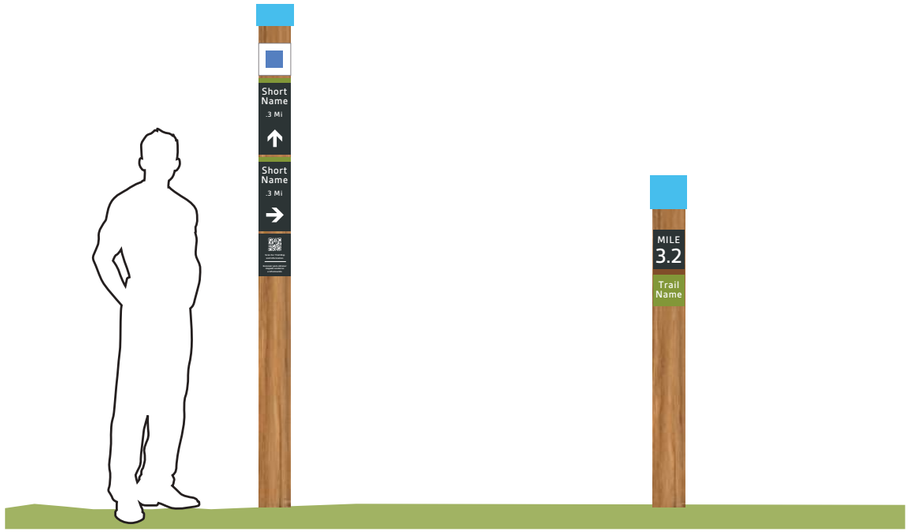
KEY

- Trails
- Trail Decision Points
- Trailhead Parking

* Note: Trails are NOT color Coded. This is only for the purposes of observing trail connections

Scenario B1 & B2: Overlapping Trails





TDIR.2
Trail Directional
(4-sided Post)

LOC. 1

LOC. 2

MILE.1
Mile Marker

LOC. 3

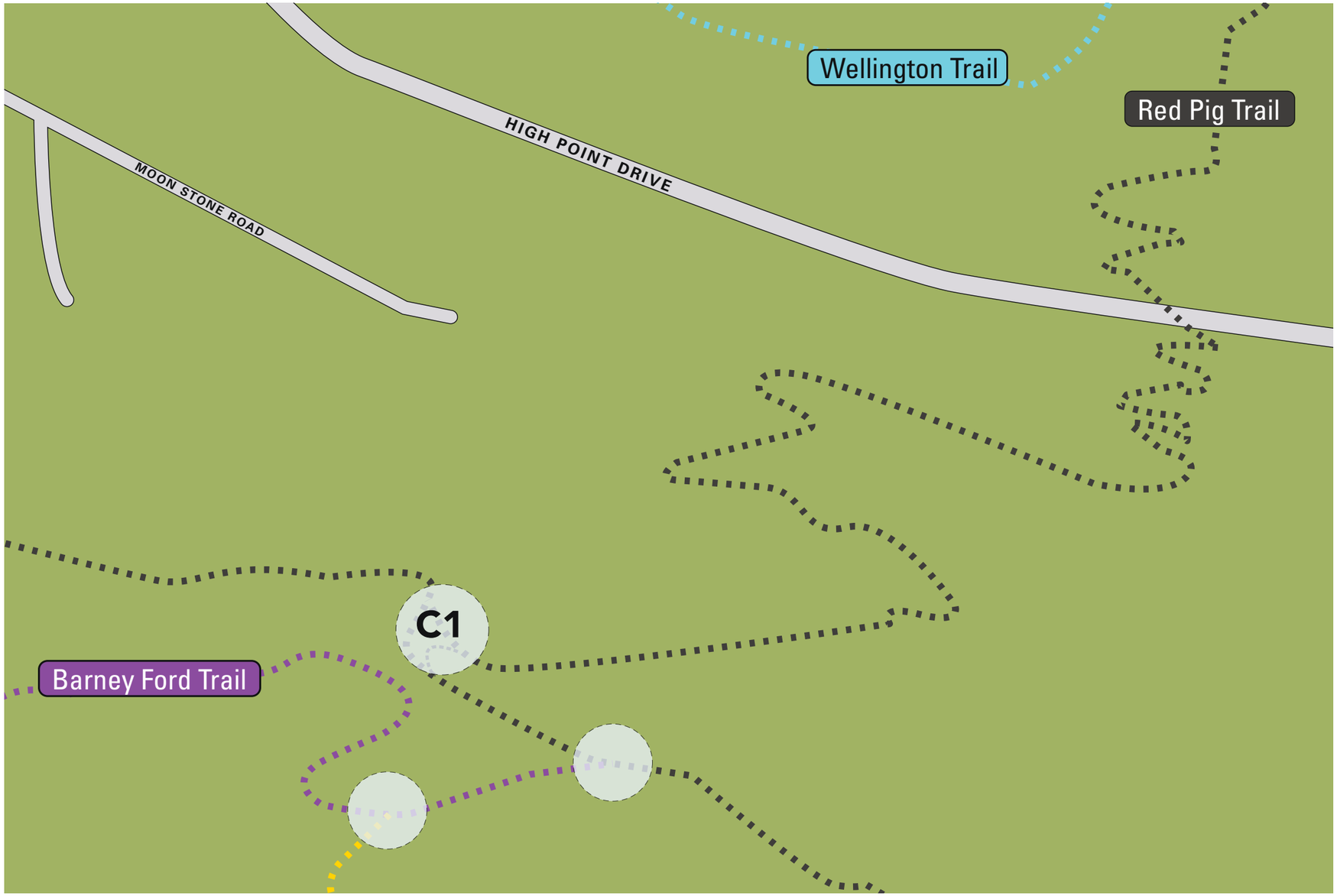
TRAILS KEY
B&B Trail
V3 Trail
Turks Trail

TRAILS DIFFICULTY
Easy
Intermediate
Expert



Photo Renderings, messages, and locations are for reference only.
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Scenario C: Top of Red Pig Trail



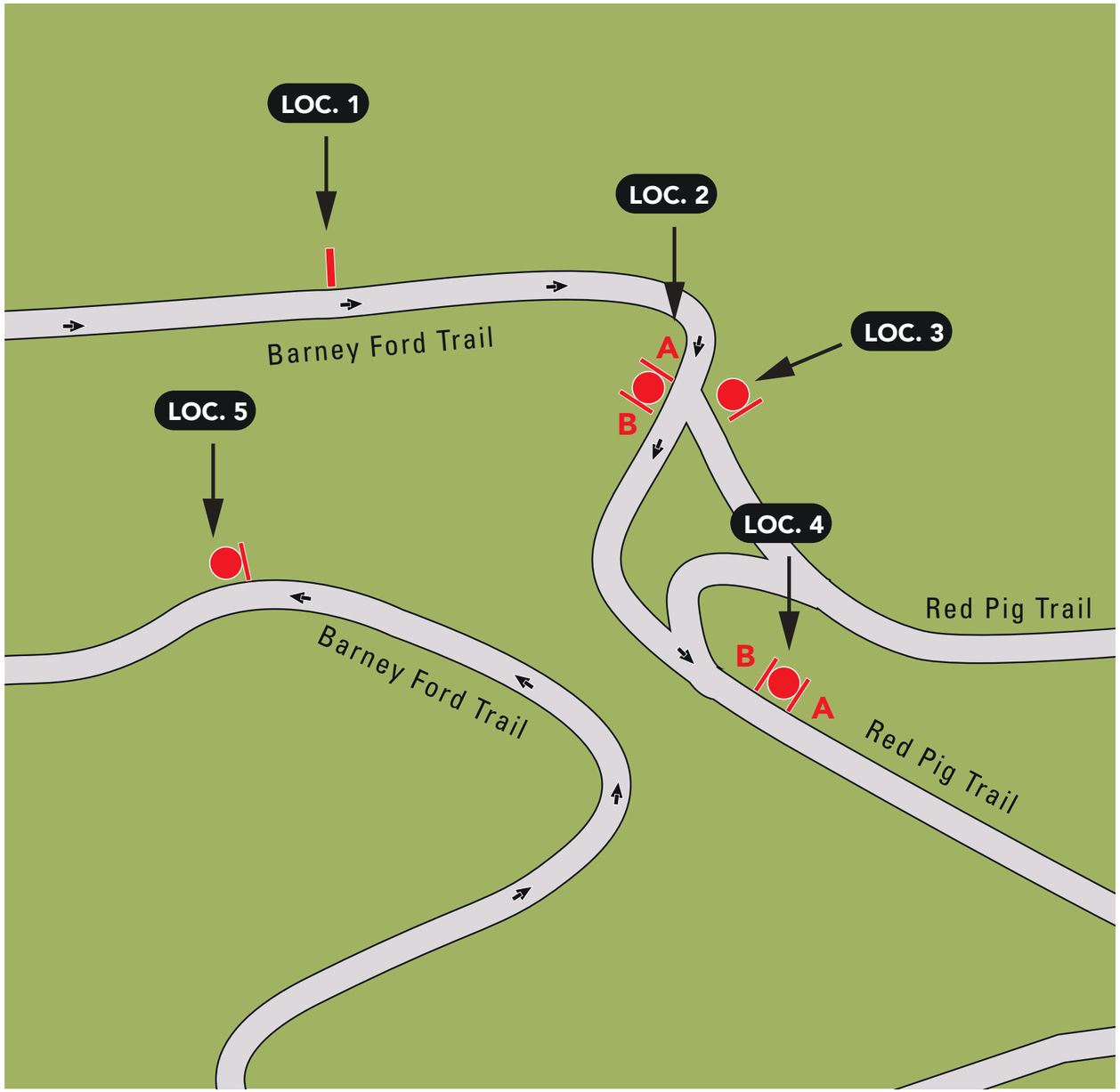
TRAIL CONNECTIONS

KEY

- Trails
- Trail Decision Points
- Trailhead Parking

* Note: Trails are NOT color Coded. This is only for the purposes of observing trail connections

Scenario C1: One-Way Conflicts





KIOSK (Midcounrty)	TDIR.2 Trail Directional (4-sided Post)	RULES.1 Trail Rules	MILE.1 Mile Marker
LOC. 1	LOC. 2 LOC. 4	LOC. 3	LOC. 5

TRAILS KEY

- Barney Ford (Downhill)
- Barney Ford (Uphill)
- Red Pig Trail

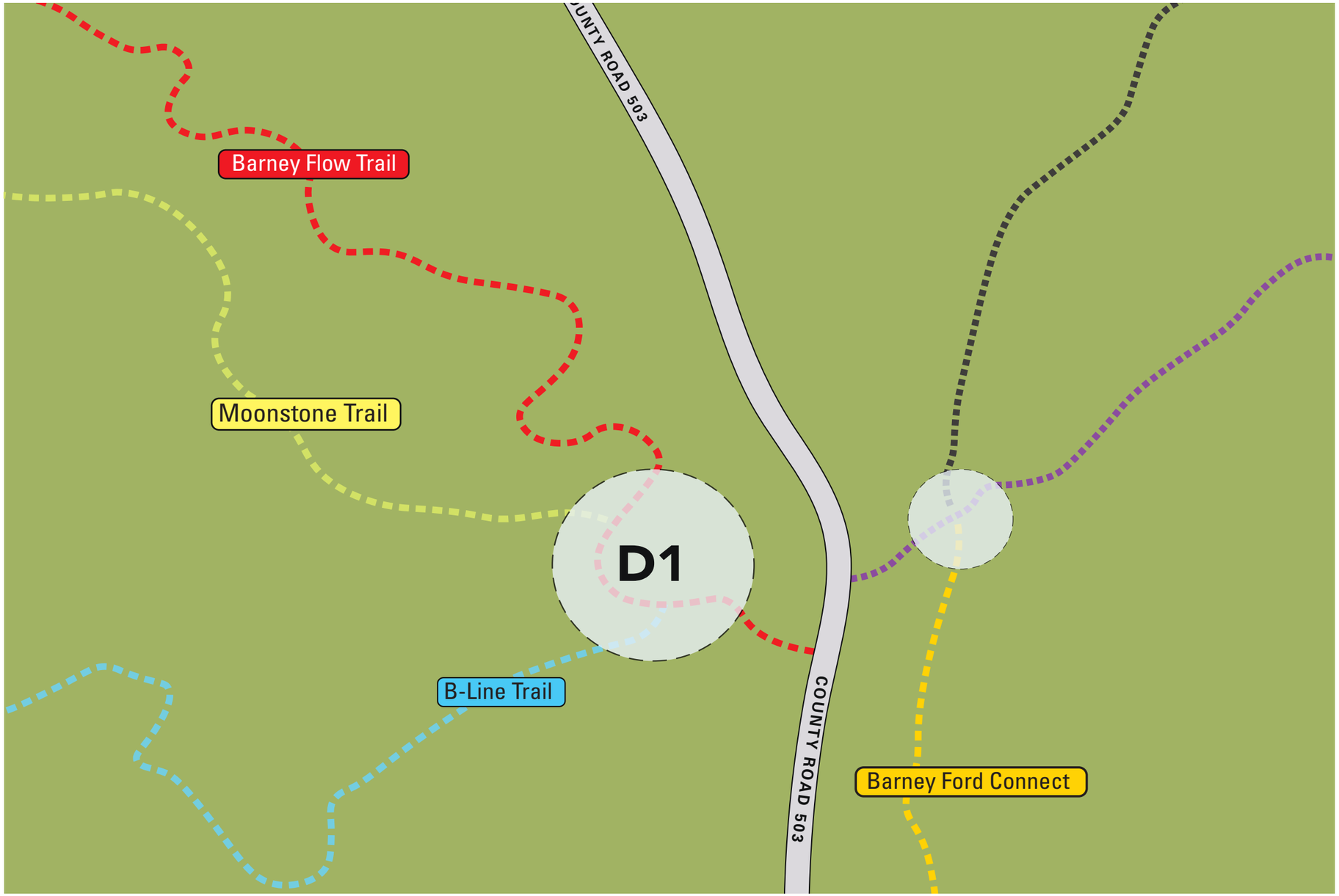
TRAILS DIFFICULTY

- Easy
- Intermediate
- Expert



Photo Renderings , messages, and locations are for reference only.
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Scenario D: Top of Moonstone Trail



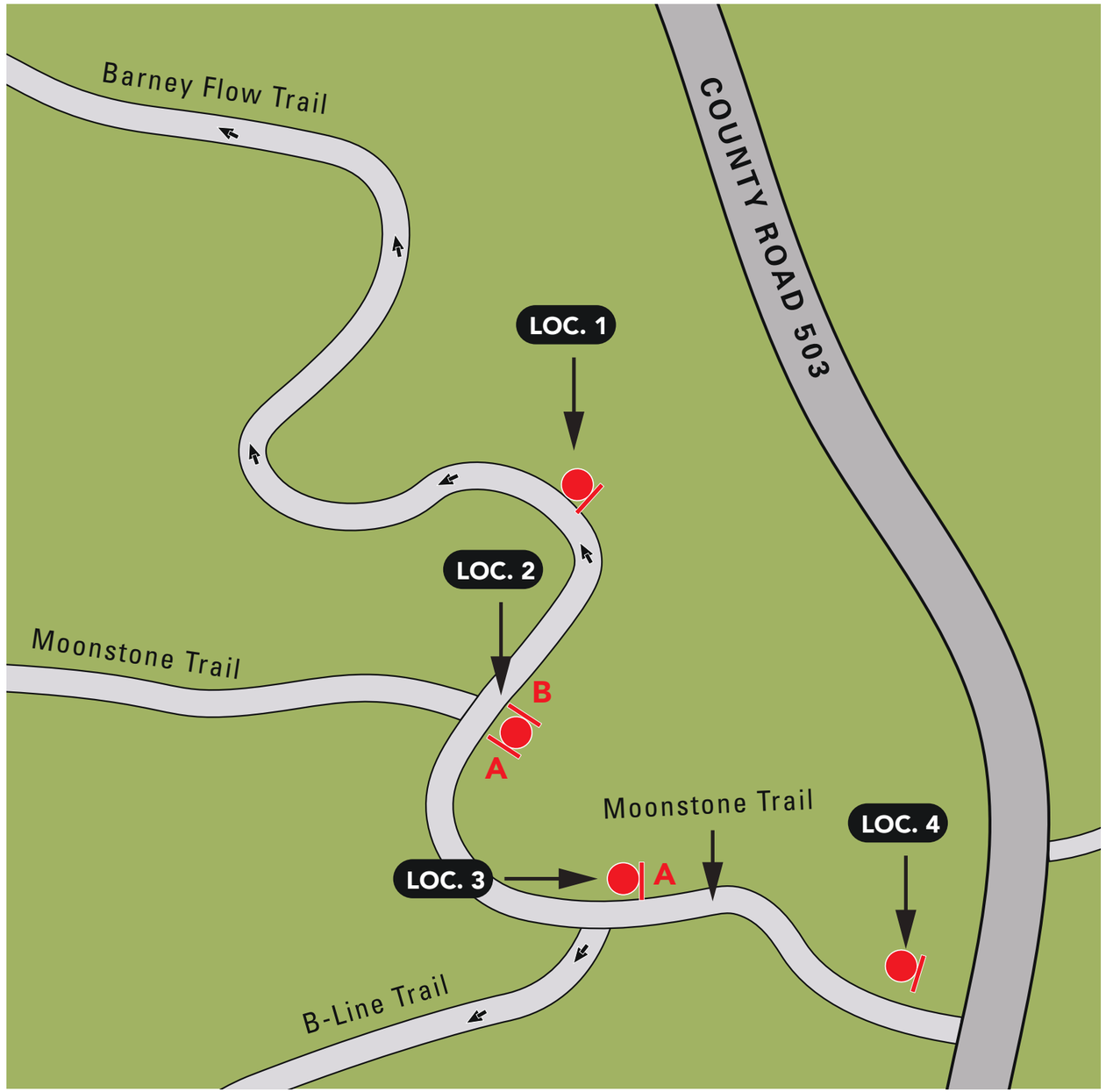
TRAIL CONNECTIONS

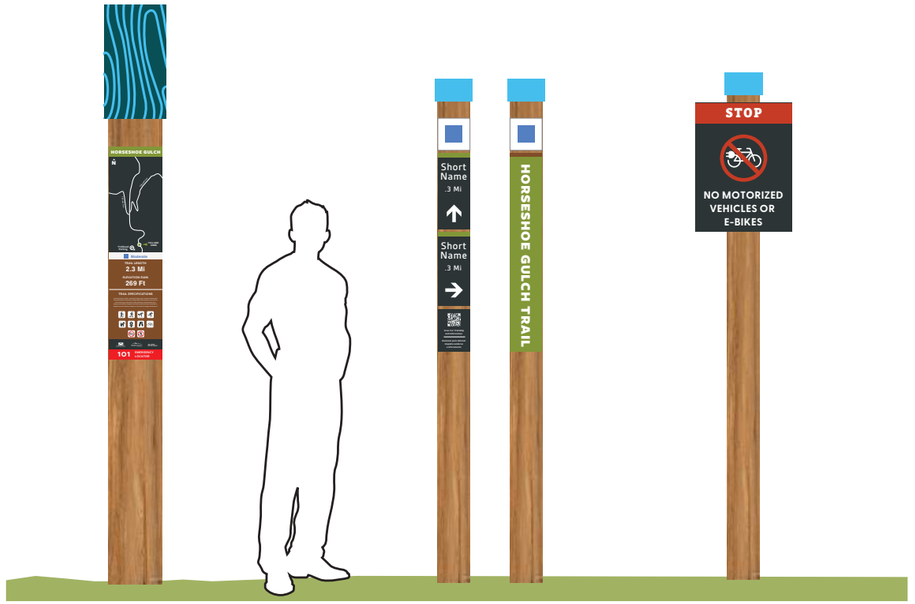
KEY

- Trails
- Trail Decision Points
- Trailhead Parking

* Note: Trails are NOT color Coded. This is only for the purposes of observing trail connections

Scenario D1: Multiple One-Way Trails





TRAIL.1
Trail Identification

LOC. 4

TDIR.2
Trail Directional (4-sided Post)

LOC. 2
LOC. 3

RULES.1
Trail Rules

LOC. 1

TRAILS KEY

- Moonstone
- Barney Flow Trail (Downhill)
- B-line Trail (Downhill)

TRAILS DIFFICULTY

- Easy
- Intermediate
- Expert

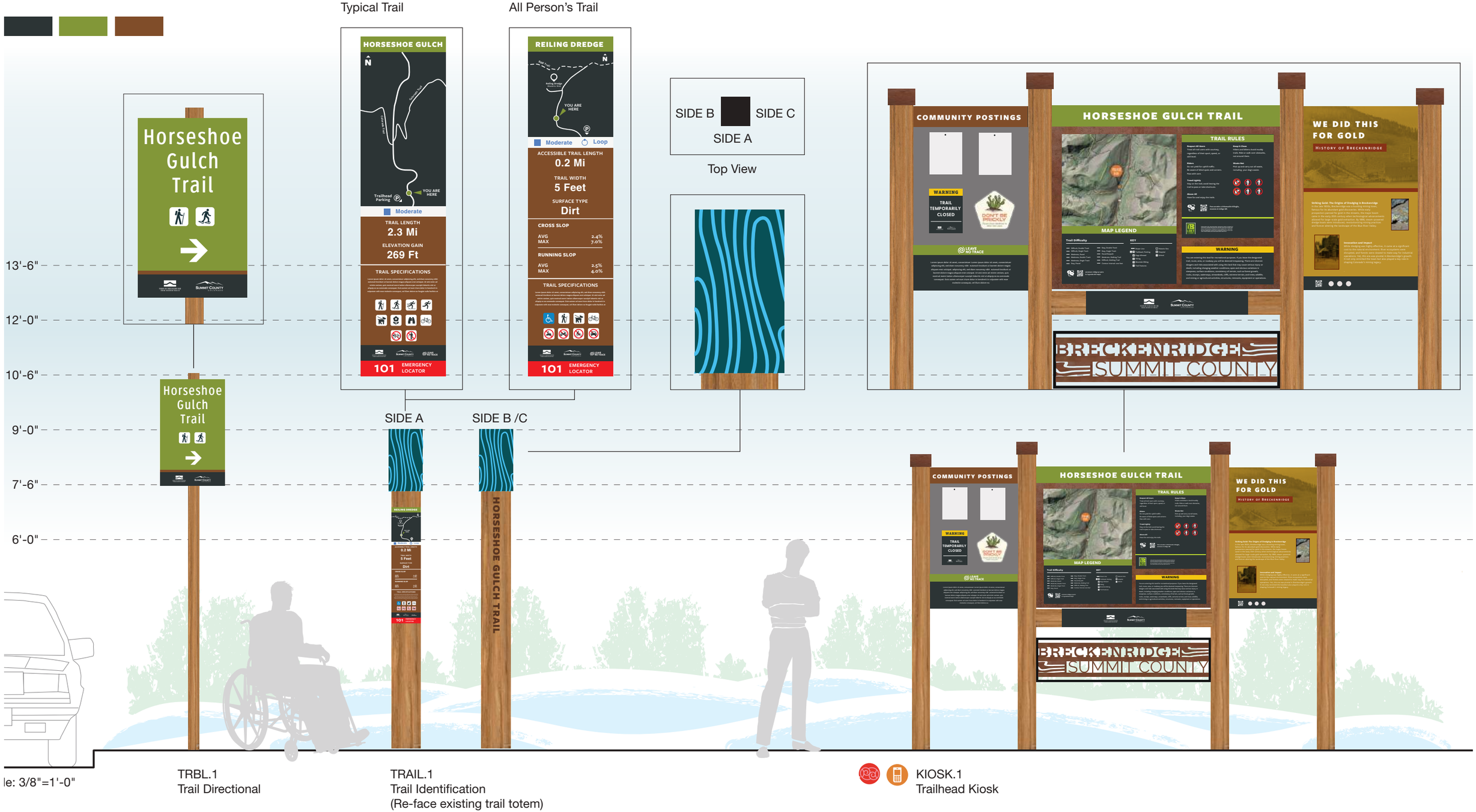


Photo Renderings , messages, and locations are for reference only..
They may not reflect final placement or text.

QUESTIONS ANSWERS

Typical Trail

All Person's Trail



le: 3/8"=1'-0"

TRBL.1
Trail Directional

TRAIL.1
Trail Identification
(Re-face existing trail totem)

KIOSK.1
Trailhead Kiosk

13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"

HORSESHOE GULCH TRAIL
COMMUNITY POSTINGS
WARNING
TRAIL TEMPORARILY CLOSED
LEAVE NO TRACE
TRAIL RULES
MAP LEGEND
WARNING
WE DID THIS FOR GOLD
HISTORY OF BRECKENRIDGE
BRECKENRIDGE
SUMMIT COUNTY

STOP
NO MOTORIZED VEHICLES OR E-BIKES
STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY

WARNING
TRAIL TEMPORARILY CLOSED

Colored Cap
Trail Difficulty
Short Name .3 Mi
Trail Name
Short Name .3 Mi
Scan For Trail Map and Information
Escanear para obtener mapade senderos e informacion
Qr Code - Trail Map and info

le: 3/8"=1'-0"

KIOSK.1A
Trailhead Kiosk
(Re-use Existing structure)

RULES.1
Rules & Trail Etiquette

Temporary Signs

TDIR.1
Trail Directional

13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"



Existing Etiquette Signs
(New Pole)

KIOSK
Internal trail & small trail kiosk

KIOSK.B
Internal trail & small trail kiosk

MILE.1
Mile Marker

TRAIL ID.1
Identification of (New Trail)
Internal trail network

Typical Trail

13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"

Colored Cap
Trail Difficulty
Trail Name
Qr Code - Trail Map and info

HORSESHOE GULCH
Moderate
TRAIL LENGTH 2.3 Mi
ELEVATION GAIN 269 Ft
TRAIL SPECIFICATIONS
101 EMERGENCY LOCATOR

STOP
NO MOTORIZED VEHICLES OR E-BIKES
CAUTION
DOWN HILL TRAFFIC ONLY

WARNING
TRAIL TEMPORARILY CLOSED

Short Name .3 Mi

MILE 3.2
Trail Name

DON'T BE PRICKLY
Please show kindness to other trail users

HORSESHOE GULCH TRAIL

Scale: 3/8"=1'-0"

TRAIL.1
Trail Identification
(Re-face existing trail totem)

RULES.1
Rules & Trail Etiquette

Temporary Signs

TDIR.1
Trail Directional

MILE.1
Mile Marker

Existing Etiquette Signs
(New Pole)

Memo

TOWN OF BRECKENRIDGE

To: Breckenridge Town Council Members

From: Mark Truckey, Director of Community Development

Date: January 22, 2025

Subject: Planning Commission Decisions of the January 21, 2025 Meeting

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DECISIONS FROM THE PLANNING COMMISSION MEETING, January 21, 2025:

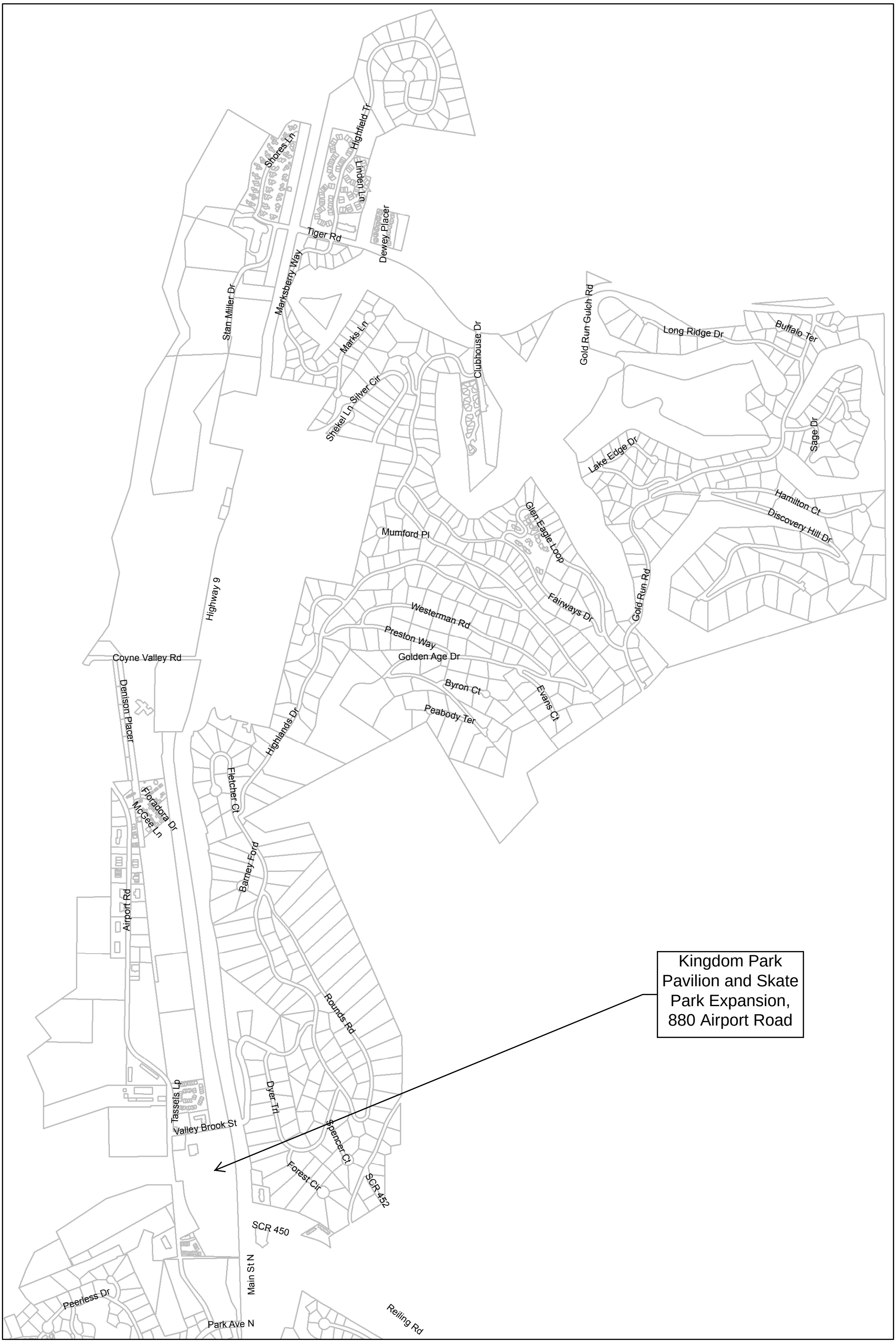
CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS:
1. Kingdom Park Pavilion & Skate Park Expansion, 880 Airport Rd., PL-2025-0001:
A proposal to add an additional 12,500 square feet of area to the existing skate park in its present location for a total of 31,500 square feet of skateable area. The skatepark addition will include a new layout and features. The Kingdom Park Pavilion project scope includes renovating the space between the two baseball fields from the recreation path to the east, to the parking lot to the west. The renovation involves demolishing the existing restroom and pavilion structure, regrading the site to meet ADA requirements, rebuilding a restroom, adding a shade structure, installing batting cages, improving viewing locations, and creating a safer vehicular entry to the parking lot by demolishing the entry island and making a designated drop-off zone. *Approval recommended.*

OTHER: None.



TOWN OF BRECKENRIDGE
PUBLIC WORKS

Breckenridge North

NOT TO SCALE


BGV Parcel 2 Workforce Housing and Parking Lot Improvements, 415 S. Park Avenue
Airport Rd
Corkscrew Dr
Reilling Rd
Sheppard Cir
Union Trl
Peerless Dr
Woods Dr
Park Ave N
Luisa Dr
Gold Flake Ter N
Royal Tiger Rd
Rachel Ln
Locals Ln
Windwood Cir
Watson Ave
Main St N
French St N
Briar Rose Ln
Wellington Rd
Pine St N
Campion Trl
Stables Dr
Grey Ln
Wolf Lyon Rd
French Gulch Rd
Bridge St
Logan Dr
Sisler Green
Settlers Dr
Ski Hill Rd
Christie Ln
Highwood Cir
Grandview Dr
Lomax Dr
Beavers Dr
Boulder Cir
Sawmill Rd
Lincoln Ave
High St N
Harris St S
High St S
Pine St S
Park Ave S
Ridge St S
French St S
Main St S
Adams Ave E
Four Oclock Rd
SCR 708
SCR 709
Timber Trail Rd
Peak Eight Rd
Iliff Ct
Bluff Ct
Kings Crown Rd
Village Rd
Peak Nine Rd
Carter Dr
Hermit Dr
Sunbeam Dr
Columbine Rd
Snowberry Ln
Klack Rd
Boreas Pass Rd
Hwy 9
Brookside Ln
Bright Hope Dr
Broken Lance Dr
Riverwood Dr
Tomahawk Ln
Red Feather Rd
White Cloud Dr
Amber Ct
Gold King Way
NOT TO SCALE
Breckenridge South
TOWN OF BRECKENRIDGE PUBLIC WORKS

PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES
With no changes, the January 7, 2025 Planning Commission Minutes were approved.

Ms. Propper: I will amend my question on SFEs for the Imperial Hotel later. (Mr. Kulick: Staff can help distribute the amendment to the minutes.)

APPROVAL OF AGENDA
With no changes, the January 21, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

PRELIMINARY HEARINGS:
1. BGV Parcel 2 Workforce Housing and Parking Lot Improvements (SVC), 415 N Park Avenue, PL-2024-0422:
Ms. Crump presented a proposal to develop eight 6-bedroom employee housing apartment units on the North Gold Rush Lot, described as Parcel 2 in the approved development agreement between the Town and BGV. The proposal includes a single building with parking underneath and improvements to the existing overflow skier parking lot. The apartment units consist of private suites connected to a central hallway and eight shared common and kitchen areas. The development will feature resident storage rooms, shared laundry and amenity spaces, an integrated trash enclosure, shared overflow skier parking, and detention pond. A proposed roundabout at the intersection of Park Avenue and French Street will be reviewed as a separate application by the Engineering Department and CDOT. This development application for Parcel 2 contemplates the existence of the future roundabout which is required to be constructed prior to any certificates of occupancy being issued for development on Parcels 2 and 3. The following specific questions were asked of the Commission:

1. Does the Commission agree with the preliminary point analysis as recommended by staff?
2. Does the Commission recommend the project move to a final hearing?
3. Additional Comments: Does the Commission have any additional comments on the proposed development?

Commissioner Questions / Comments:

Ms. Gort:	Are there shared balconies on one side only? (Ms. Crump: The east-facing units do not have shared balconies.) Ms. Gort: Where are the exits? (Ms. Crump: There are two exits; one on the north and south.) Ms. Gort: Where are the trees around the building? (Ms. Crump showed the elevations with the trees.)
Ms. Propper:	Will the two units without balconies still have windows? (Ms. Crump confirmed.)
Mr. Leas:	The commissioners previously had issues with the exterior design and I will comment on it later.

Graham Frank, applicant with BGV:
The feedback the Commission provided was meaningful and employee living is important. The site is difficult to design; we are trying to get to a feeling of place with limited space to do that. We considered

the wall and the fence. Instead of providing a fence, as in the previous version, we raised the top of the wall higher for safety concerns to replace the chain link fence that had been previously proposed. We had tried to address the exterior design concerns to break up the facade with balconies and windows. While not ideal, with the canvas we had we think this is improved from what we proposed before.

Ms. Gort: Why are you not proposing shared balconies on the west side? (Mr. Frank replied that interior building constraints prevented them from adding shared balconies on the west side.)

Mr. Leas: I am disappointed by what I see. If I look at the Justice Center building, which I am not a fan of, there is more visual interest there. The varied facade there is not hard to achieve by off-setting the modular boxes. (Mr. Frank: In our Edwards project, one of the lessons learned was that any articulation for modular construction was a place where there could be leaks until you're completely dried in which can take several weeks after boxes are set.) Mr. Leas: I hear what you are saying but that is not an insurmountable problem, and I disagree with the level of difficulty there based on my experience with modular construction. I appreciate the fact that you want to use modules, but I am asking you to give more pizzaz on the elevations. Given the allowances made by Council across the Development Agreement for all of the parcels, BGV could do better. (Mr. Frank: We have not found any companies that could get over that articulation issue with modular construction.) Mr. Leas: Would you be opposed to putting the modulars in and adding something stick-built on the front that gave more depth? (Mr. Frank: No, but the financials really matter because we are limited on what we can charge on rent. The open-air balconies were a financial add already and we've done what we can to come within the Code and the financials of a working project to create an aesthetically pleasing project with the canvas we have.) Mr. Leas: I understand what you're saying, but I think you are financially able based on what you would be making on some of the other projects. (Mr. Frank: The parcels isolated are one thing, but recognize that we're building a roundabout, giving millions to the Sol Center, restricting rent, building improvements at Ski Hill Road – there was a lot that went into this. The feedback from the Commission is valuable but at some point, the project won't pencil.) Mr. Leas: I am hearing that you are unwilling to move money around to improve this project. (Mr. Frank: You are not hearing a no, you are hearing that we were giving what was possible within the confines of the project.)

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

Ms. Propper: I respect Mr. Leas's concerns, and I appreciate the improvements to livability for the units. I particularly appreciate the addition of green around the building and making the units a bit larger.

Mr. Smith: The interior flow is much better and the addition of the landscaping, albeit it minimal, is crucial to livability.

Ms. Gort: Thank you for the benches, picnic table, trees, Juliet balconies, and larger unit size. I understand your constraints. I want to see stone somewhere but I understand that is beyond the scope.

Mr. Frechter: You've done a great job given the constraints. I think that Vail Resorts does not want to give up parking for 13 days a year even though they stated they wanted more employee houses. I do not see why 20-something employees could not share a bathroom and a bedroom. I think we could fit a lot more people here, but those were the cards that you were dealt, and I wish the Commission had been more involved.

Mr. Guerra: I feel that you stepped up to the plate within the constraints that you had. I would like to see the exterior elevation articulation, but I understand the constraints. The livability is greatly improved with the new design inside and out. The common area kitchen is closed to the hallway, and I wonder if there were a way to connect the two, such as removing the door or using glass doors. It's not an ask, it's an observation.

Ms. Crump asked the Commission to address the questions in the staff report.

Mr. Leas:
1. Yes.
2. I regrettably say yes.
3. No additional comments.

Ms. Propper:
1. Yes.
2. Yes.
3. No additional comments.

Mr. Smith:
1. Yes.
2. Yes.
3. No additional comments.

Ms. Gort:
1. Yes.
2. Yes.
3. I second Mr. Guerra's idea to open the common and kitchen areas with a glass door.

Mr. Frechter:
1. Yes.
2. Yes, within the charter of the Commission it is ready for final hearing.
3. No additional comments.

Mr. Guerra:
1. Yes.
2. Yes.
3. No additional comments.

TOWN PROJECT HEARINGS:

1. Kingdom Park Pavilion & Skate Park Expansion (CK), 880 Airport Road, PL-2025-0001

Mr. Kulick presented a proposal to add an additional 12,500 square feet of area to the existing skate park in its present location for a total of 31,500 square feet of skateable area. The skatepark addition will include a new layout and features. The Kingdom Park Pavilion project scope includes renovating the space between the two baseball fields from the recreation path to the east, to the parking lot to the west. The renovation involves demolishing the existing restroom and pavilion structure, regrading the site to meet ADA requirements, rebuilding a restroom, adding a shade structure, installing batting cages, improving viewing locations, and creating a safer vehicular entry to the parking lot by demolishing the entry island and making a designated drop-off zone. The following specific questions were asked of the Commission:

1. Does the Commission support awarding positive three (+3) points under Policy 16/R for the new ADA connection between the Recreation Path and the Recreation Center Parking Lot, and the improved vehicular circular on the south end of Kingdom Park?
2. Does the Commission support the allocation of positive three (+3) points under Policy 20/R for providing more active recreation space and programming for people of all ages and abilities.
3. Does the Commission agree with the final point analysis?
4. Does Commission have any other comments for the benefit of the Town Council regarding the project?

Commissioner Questions / Comments:

Mr. Frechter: Will there be a sign from the main Recreation Path for the bathrooms? (Kendra Kane, Engineering Department: We plan to add signage.) Mr. Frechter: Will there be separation between the beginner area and the existing area? (Ms. Jane Horton, Recreation Department: The area will be aimed toward program lessons specifically. There would be features that would be applicable for people with higher-level skills, but there would be a small delineation between the areas.) Mr. Frechter: The experts might intimidate the beginners. (Ms. Horton replied that that did happen, and we mostly use their instructors to mitigate that issue since hard barriers can create safety issues.)

Ms. Gort: What will be between the bike trail and the skate park area? (Ms. Kendra Kane, Dept. of Engineering: There would be a fence and some improvements to visibility and the grade is becoming less steep.)

Mr. Smith: Was there stakeholder engagement to determine the new features? (Ms. Horton: We mostly worked with the instructors, but they also asked for input at the annual skatepark competition.) Mr. Smith: It looks like there will be some landscaping removed from that island including mature trees. (Ms. Shannon Smith, Town Engineer: Some of the improvements will require some minimal removals.) Mr. Smtih: Will the porkchop area would be raised or striped? (Ms. Kane: We are still working on that design.) (Ms. Smith: Council had also requested more options for that area.)

Ms. Propper: I agree with removing the tree island. Will the ingress/egress would be from the south? (Ms. Kane confirmed.) Ms. Propper: Will the sunshade area be available for events? (Ms. Kane: That hasn't been finalized, but it would be an open space where people could gather.)

Mr. Leas: What about the water and sewer for this area? (Ms. Kane: It is pretty much the same location to allow them to stub into the existing water and sewer.)

Mr. Kulick: Mr. Leas had asked earlier in the hearing if they could bank points off this, and the answer is kind of. The project is vested and during that time the points could be banked, and Town projects are vested for three years.

Ms. Gort: How much of that area is used in the winter? Snowmelt might be good. (Ms. Kane: The goal is to be able to host events in the winter, and we were trying to set up all the main paths to have snow removed by shovel or plow.) (Mr. Kulick: Council is trying to minimize snowmelt unless in extremely high traffic areas and impossible to maintain otherwise.) Ms. Gort: The seating area and the area overall is icy. (Ms. Kane: The seating area would be flatter to make snow removal easier.)

Mr. Guerra: Was it considered to step the roof to avoid the negative point analysis? It would also add architectural interest to the building at a minimum cost. (Ms. Kane: We discussed it with the architect but are concerned about maintenance and potential for leaks.) (Ms. Smith: It's a good suggestion. The project has not gone to civil design yet. We can look at what they need to clear under the roof, but the point is well taken that the roof could be stepped.)

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

The commissioners addressed the questions in the staff report as follows:

Mr. Leas:
1. Yes.
2. Yes.
3. Yes.

Ms. Propper:
1. Yes.
2. Yes.
3. Yes.

Mr. Smith:
1. Yes.
2. Yes.
3. Yes.

Ms. Gort:
1. Yes.
2. Yes.
3. Yes.

Mr. Frechter:
1. Yes.
2. Yes.
3. Yes.

Mr. Guerra:
1. Yes.
2. Yes.
3. Yes.

Ms. Propper made a motion to recommend approval of the Kingdom Park Pavilion and Skate Park Expansion to Town Council, seconded by Mr. Smith. The motion passed 6 to 0.

OTHER MATTERS:
1. Town Council Summary

ADJOURNMENT:
The meeting was adjourned at 6:46 pm.

_____
Ethan Guerra, Chair

Memo

To: Town Council
From: Keely Ambrose, Town Attorney
Deric Gress, Assistant Chief of Police
Date: January 23, 2025 (for January 28, 2025 meeting)
Subject: 2024 Model Traffic Code Adoption (Second Reading)

Town Council Goals (Check all that apply)

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

Summary
Council is being asked to adopt to the 2024 Model Traffic Code on second 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.

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 adopt on second reading the proposed ordinance adopting with amendments the 2024 MTC.

COUNCIL BILL NO. ____

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

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

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

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

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

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

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

CHAPTER 1

TRAFFIC CODE

SECTION:

7-1-1: Adoption of Code
7-1-2: Additions or Modifications
7-1-3: Deletions
7-1-4: Definitions
7-1-5: Application

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

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

7-1-2: ADDITIONS OR MODIFICATIONS:

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

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

101. Short Title; Interpretation; References To C.R.S.

1. The adopted code shall be known and may be cited as the "Town of Breckenridge Traffic Code."

2. The general purpose of this chapter is to establish local traffic regulations for the Town of Breckenridge that conform with the state's uniform system for the regulation of vehicles and traffic. This chapter shall be interpreted and construed as to effectuate such purpose.

3. The published Model Traffic Code for Colorado, 2024 edition, is written to apply to both municipalities and counties, and in some instances, to the state of Colorado as well. In adopting the Model Traffic Code for Colorado, 2024 edition, the Town Council is aware that certain provisions of the adopted code cannot, by their very nature, or do not by their wording, apply to the Town. Any provision of the code that cannot or does not apply to the Town of Breckenridge shall be ignored and no attempt shall be made to enforce such provision within the Town.

4. The provisions of article 4 of title 2, C.R.S., may be used to interpret the provisions of this Code.

5. Any reference in this Code to any particular title, article, and section of the Colorado Revised Statutes shall be deemed to include any reference to any amendment to such statute, or any successor statute concerning the same subject matter. Further, any reference to a particular section of the state motor vehicle laws may mean the counterpart traffic regulation of the Town as set forth in this Code.

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

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

102. Meaning Of Generic References. Unless the context clearly requires otherwise, all references in this Code to "this local government,," "this jurisdiction," "local government authorities," the "local authority," "proper authority," and similar generic references, shall mean and shall refer to the Town of Breckenridge, Colorado, or to the elected or appointed officers of the Town, as appropriate. References in this Code to matters which apply "within this state" shall mean "within the Town."

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

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

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

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

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

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

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

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

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

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

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

117. Personal mobility devices.

(1) A rider of an EPAMD shall have all the same rights and duties as an operator of any other vehicle under this Code, except as to those provisions that by their nature have no application.
(2) An EPAMD shall not be operated in the following places within the Town:
(a) On a limited-access highway;
(b) On a roadway;
(c) On a sidewalk; or
(d) On a bike or pedestrian path, including, but not limited to, that portion of a roadway designated for the exclusive use as a bicycle path or reserved for the exclusive use of bicycles, human-powered vehicles, or pedestrians.
(3) Notice of the prohibitions of subsection 2 of this section shall be given as required by Section 42-4-111(2), C.R.S.

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

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

Section 615. School Zones -- Increase In Penalties For Moving Traffic Violations.

(1) Any person who commits a moving traffic violation in a school zone shall be subject to a doubled fine and surcharge. The municipal judge shall amend his or her penalty assessment schedule to reflect such doubled fine and surcharge.
(2) For purposes of this section, "school zone" means an area that is designated as a school zone and has appropriate signs posted indicating that the penalties and surcharges will be doubled.
(3) Town authorities shall designate the placement of traffic signs that designate the area that will be deemed to be a school zone for purposes of this section. In making such designation, the Town authorities shall consider when increased penalties are necessary to protect the safety of school children.

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

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

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

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

(c)(I) On a highway that does not have at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle is located, or if movement by the driver of the approaching vehicle into an adjacent moving lane, as described in subsection (2)(b) of this section, is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary authorized vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle; weather conditions, road conditions, and vehicular or pedestrian traffic and proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.
(II) For the purposes of this subsection (2)(c), the following speeds are presumed to be safe unless the speeds are unsafe for the conditions as provided in section 1101 (1) and (3): (a) if the speed limit is less than forty-five miles per hour, twenty-five miles per hour or less; or (b) if the speed limit is forty-five miles per hour or more, twenty miles per hour less than the speed limit.

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

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

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

1204. Stopping, standing, or parking prohibited in specified places.

(1) Except as otherwise provided in subsection (4) of this section, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, the parking enforcement operator, or an official traffic control device, in any of the following places:
(a) On a sidewalk;
(b) Within an intersection;
(c) On a crosswalk;
(d) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings;
(e) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
(f) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
(g) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
(h) On any railroad tracks;
(i) On any controlled-access highway;
(j) In the area between roadways of a divided highway, including crossovers;
(k) At any other place where official signs prohibit stopping.
(l) Upon the paved or improved and main-traveled portion of any street within a residential block, except: (i) where on-street parking within such block is authorized by official signs or street markings; (ii) for the temporary parking of construction vehicles, if authorized by the police chief based upon the police chief's determination that the parking of such vehicles can be done safely, in compliance with the applicable provisions of the Town's noise ordinance (title 5, chapter 8 of the Town Code), and without undue disruption to either the traveling public or the neighborhood; or (iii) for parking associated with a special event, if such special event is authorized by a development or other town permit.
(2) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsection (1) of this section, no person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, the parking enforcement operator, or an official traffic control device, in any of the following places:
(a) Within five feet of a public or private driveway;
(b) Within fifteen feet of a fire hydrant;
(c) Within twenty feet of a crosswalk at an intersection;
(d) Within thirty feet upon the approach to any flashing beacon or signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
(e) Within twenty feet of the driveway entrance to any fire station or, on the side of a street opposite the entrance to any fire station, within seventy-five feet of said entrance when properly signposted;
(f) At any other place where official signs prohibit standing.
(3) In addition to the restrictions specified in subsections (1) and (2) of this section, no person shall park a vehicle, except when necessary to avoid conflict

with other traffic or in compliance with the directions of a police officer, the parking enforcement operator, or an official traffic control device, in any of the following places:
(a) Within fifty feet of the nearest rail of a railroad crossing;
(b) At any other place where official signs prohibit parking.
(4) (a) Paragraph (a) of subsection (1) of this section shall not prohibit persons from parking bicycles or electrical assisted bicycles on sidewalks in accordance with the provisions of section 1412 (11)(a) and (11)(b).
(b) Paragraph (f) of subsection (1) of this section shall not prohibit persons from parking two or more bicycles or electrical assisted bicycles abreast in accordance with the provisions of section 1412 (11)(d).
(c) Paragraphs (a), (c), and (d) of subsection (2) of this section shall not apply to bicycles or electrical assisted bicycles parked on sidewalks in accordance with section 1412 (11)(a) and (11)(b).
(5) No person shall move a vehicle not lawfully under such person's control into any such prohibited area or away from a curb such distance as is unlawful.
(6) The Town may place official traffic control devices prohibiting, limiting, or restricting the stopping, standing, or parking of vehicles on any highway where it is determined, upon the basis of a traffic investigation or study, that such stopping, standing, or parking is dangerous to those using the highway or where the stopping, standing, or parking of vehicles would unduly interfere with the free movement of traffic thereon. No person shall stop, stand, or park any vehicle in violation of the restrictions indicated by such devices.
(7) Any person who violates any provision of this section commits a traffic infraction.

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

1204.5 Standing In Delivery Zone.
(a) No person shall stand a vehicle for any purpose or length of time in a place officially marked as a delivery zone, except pursuant to a valid permit issued by the police chief pursuant to subsection (b) of this section.
(b) The police chief is authorized to issue non-transferable permits for the purpose of authorizing qualified persons to temporarily stand a vehicle in a place officially marked as a delivery zone. The following rules shall apply to the issuance of a delivery zone permit pursuant to this section:
1. The police chief shall collect a fee for the purpose of reimbursing the Town for the administrative costs of processing the permit application. The permit fee for 2024 shall be twenty five dollars ($25.00) for each such permit. The permit fee for future years shall be established from time to time as part of the annual budget adopted by the Town Council. No portion of such permit fee shall be refundable, nor shall any permit issued under this section be transferable.
2. A permit may be issued only to a commercial delivery service that delivers to multiple locations within the Town on a daily or weekly basis.
3. No delivery zone permit shall be issued to any person who does not have a

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

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

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

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

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

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

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

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

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

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

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

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

(1) Definitions. As used in this section:

(a) ”Disability” or “Disabled” has the same meaning as set forth in section 42-3-204, C.R.S.
(b) ”Holder” means a person with a disability who has lawfully obtained an identifying plate or placard.
(c) ”Identifying Figure” has the same meaning as set forth in section 42-3-204, C.R.S.
(d) ”Identifying Placard” has the same meaning as set forth in section 42-3-204, C.R.S.
(e) ”Identifying Plate” has the same meaning as set forth in section 42-3-204, C.R.S.
(f) “Professional” has the same meaning as set forth in section 42-3-204, C.R.S.
(f.5) “Remuneration-exempt identifying placard” has the same meaning as set forth in 42-3-204, C.R.S.
(g) ”Reserved Parking” means a parking space reserved for a person with a disability.
(2) Use Of Plate Or Placard.
(a) A person with a disability may use reserved parking on public property or private property if the person displays an identifying plate or placard while using reserved parking.
(b) When an identifying placard is used for reserved parking, the driver of the parked motor vehicle shall ensure that the front of the identifying placard is legible and visible through the windshield when viewed from outside the vehicle. The driver shall hang the placard from the rear-view mirror unless a rear-view mirror is not available or the individual is physically unable to hang the placard from the rear-view mirror. If the tag is not hung from the rear-view mirror, the driver shall display it on the dashboard.
(c) A person with a disability who is a resident of a state other than Colorado may use reserved parking in the Town if the motor vehicle displays an identifying plate or placard issued by a state other than Colorado, and if:
(I) The identifying plate or placard is currently valid in the state of issuance and meets the requirements of 23 CFR 1235; and
(II) The holder has not been a resident in Colorado for more than ninety days.
(d) A motor vehicle with an identifying plate or a placard may be parked in public parking areas along public streets or in private parking lots within the Town regardless of any time limitation imposed upon parking in the area; provided, however, no such vehicle may be parked in any reserved parking on any public street within the Town for more than four consecutive hours. The town shall clearly post the appropriate time limits in the area(s) of the Town where the four hour parking limitation is applicable. The ability to park notwithstanding parking limitations does not apply to areas in which:
(I) Stopping, standing, or parking of all vehicles is prohibited;
(II) Only special vehicles may be parked; or

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

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

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

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

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

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

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

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

(3) Misuse Of Reserved Parking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Blocking Access.

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

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

(5) Fraud And Trafficking.
(a) It is unlawful for a person to:
(I) Knowingly and fraudulently obtain, possess, use, or transfer an identifying placard issued to a person with a disability;
(II) Knowingly make, possess, use, alter, or transfer what purports to be, but is not, an identifying placard; or
(III) Knowingly create or use a device intended to give the impression that it is an identifying placard when viewed from outside the vehicle.
(b) It is unlawful and a misdemeanor municipal offense for any person to violate any provision of this subsection (5). Any person convicted of having violated any provision of this subsection (5) shall be punished by a minimum fine of $999. No portion of such fine may be suspended by the municipal judge.
(6) Enforcement Of Reserved Parking.
(a) A peace officer or a community service officer may check the identification of a person using an identifying plate or placard in order to determine whether the use is authorized.
(b)(I) A peace officer or a community service officer may confiscate an identifying placard that is being used in violation of this section.
(II) The peace officer or a community service officer shall send a confiscated placard to the department unless it is being held as evidence for prosecution of a violation of this section. If the tag is being held as evidence, the peace officer or a community service officer shall notify the department of the confiscation and pending charges.
(III) The department shall hold a confiscated placard for thirty days and may dispose of the placard after thirty days. The department shall release the placard to the person with a disability to whom it was issued when the person signs a statement under penalty of perjury that he or she was unaware that the violator used, or intended to use, the placard in violation of this section.
(c) A peace officer or a community service officer may investigate an allegation that a person is violating this section.
(d) A person who observes a violation of this section may submit evidence, including a sworn statement, concerning the violation to any law enforcement agency.
(e)(I) A peace officer or a community service officer may issue a penalty assessment notice for a violation of paragraph (b), (c), or (d) of subsection (3) of this section by sending it by certified mail to the registered owner of the motor vehicle. The officer shall include in the penalty assessment notice the offense or infraction, the time and place where it occurred, and a statement that the payment of the penalty assessment and a surcharge is due within twenty days after the issuance of the notice. The Municipal Court receives payment of the penalty assessment by the due date if the payment is received or postmarked by the twentieth day after the vehicle owner received the penalty assessment notice.
(II) If the penalty assessment and surcharge are not paid within twenty days after the date the vehicle owner receives the assessment notice specified in subparagraph (I) of this paragraph (e), the peace officer or community service officer who issued the original penalty assessment notice shall file a complaint

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

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

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

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

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

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

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

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

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

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

1214. Parking On A Shared Private Driveway.

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

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

C. As used in this section:

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

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

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

1215. Parking Meters.

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

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

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

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

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

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

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

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

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

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

1216. Parking On Private Property.

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

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

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

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

PRIVATE PARKING
UNAUTHORIZED VEHICLES
WILL BE TOWED BY OWNER

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

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

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

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

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

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

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

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

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

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

1412. Operation Of Bicycles And Other Human-Powered Vehicles.

(1) Every person riding a bicycle or electrical assisted bicycle shall have all of the rights and duties applicable to the driver of any other vehicle under this Code, except as to special regulations in this Code and except as to those provisions which by their nature can have no application. Said riders shall comply with the rules set forth in this section and section 221, and, when using streets and highways within the Town, shall be subject to local ordinances regulating the operation of bicycles and electrical assisted bicycles as provided in section 111.
(2) [Deleted].
(3) No bicycle or electrical assisted bicycle shall be used to carry more persons at one time than the number for which it is designed or equipped.
(4) No person riding upon any bicycle or electrical assisted bicycle shall attach the same or himself or herself to any motor vehicle upon a roadway.
(5) (a) Any person operating a bicycle or an electrical assisted bicycle upon a roadway at less than the normal speed of traffic shall ride in the right-hand lane, subject to the following conditions:
(I) If the right-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a bicyclist shall ride far enough to the right as judged safe by the bicyclist to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Section 1412:

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

This section does not apply to the use of an electrical assisted bicycle on a town-owned recreational pathway by a person with a disability, if such use is authorized by applicable state or federal law.

The adopted code is amended by the addition of a new section 1417, to be entitled "Skateboards And In-Line Skates Prohibited On Sidewalks," which shall read as follows:

1417. Skateboards And In-Line Skates Prohibited On Sidewalks. When signs are erected giving notice thereof, no person shall ride a skateboard, in-line skates or a similar device upon a sidewalk.

The adopted code is amended by the addition of a new section 1418, to be entitled "Operation Of Pedicabs," which shall read as follows:

1418. Operation Of Pedicabs Prohibited. No person shall operate a pedicab on the streets and highways with the Town unless authorized by a special event permit issued pursuant to title 4, chapter 13 of the Town Code.

The adopted code is amended by the addition of a new section 1419, to be entitled "Operation Of Pedal Busses Prohibited," which shall read as follows:

1419. Operation Of Pedal Busses Prohibited. No person shall operate a pedal bus on the streets and highways with the Town unless authorized by a special

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

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

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

1702. Automatic Point Reduction -- Authority Of Municipal Judge. The municipal judge may, in his or her discretion, order that if a person receives a penalty assessment notice for a violation of this Code and such person pays the fine and surcharge for the violation on or before the date the payment is due, the points assessed by the state of Colorado for the violation shall be reduced as follows:
(a) For a violation having an assessment of three or more points, the points are reduced by two points; and
(b) For a violation having an assessment of two points or less, the points are reduced by one point.

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

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

1705. Person Arrested To Be Taken Before Proper Court.

(1) Whenever a person is arrested for any misdemeanor traffic offense, the arrested person shall be taken without unnecessary delay before the municipal judge in any of the following cases:
(a) When a person arrested demands an appearance without unnecessary delay before a judge;
(b) When the person is arrested and charged with an offense under this Code causing or contributing to an accident resulting in injury or death to any person;
(c) In any other event when the provisions of this part 17 apply and the person

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

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

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

1707. Summons And Complaint Or Penalty Assessment Notice For Traffic Offenses - Release - Registration.

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

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

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

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

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

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

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

(5) The place specified in the summons portion of said summons and complaint or of the penalty assessment shall be the office of the Municipal Court clerk, 150 Ski Hill Road, in the Town.
(6) If the defendant is otherwise eligible to be issued a summons and complaint or a penalty assessment notice for a violation of this Code, and if the defendant does not possess a valid Colorado driver's license, the defendant, in order to secure release, as provided in this section, must either consent to be taken by the officer to the nearest mailbox and to mail the amount of the penalty thereon to the clerk of the Municipal Court or must execute a promise to appear in court on the penalty assessment notice or on the summons and complaint. If the defendant does possess a valid Colorado driver's license, the defendant shall not be required to execute a promise to appear on the penalty assessment notice or on the summons and complaint.

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

1709. Burden Of Proof - Appeals.

(1) The burden of proof shall be upon the people, and the court shall enter judgment in favor of the defendant unless the people prove the liability of defendant beyond a reasonable doubt.
(2) Appeals from the Town's Municipal Court shall be in accordance with rule 237, C.M.C.R.

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

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

prescribed penalty and surcharge thereon not be paid within the time allowed or set by ordinance or court order.
(2) One copy of said penalty assessment notice shall be served upon the defendant by the peace officer and one copy sent to the supervisor of the motor vehicle division and such other copies sent as may be required by rule or regulation of the motor vehicle division to govern the internal administration of the state traffic laws between the motor vehicle division and the Colorado state patrol.
(3) The time period specified in the summons portion of said penalty assessment notice must be at least thirty days but not more than ninety days after the date such penalty assessment notice is served, unless the defendant shall demand an earlier hearing.
(4) The place specified in the summons portion of said penalty assessment notice shall be the Municipal Court.
(5) Whenever the defendant refuses to accept service of the penalty assessment notice, tender of such notice by the peace officer to the defendant shall constitute service thereof upon the defendant.

1711. Failure To Pay Penalty – Procedures.

(1) Unless a person who has been cited for a misdemeanor traffic offense or traffic infraction pays the penalty assessment as provided in this Code and the surcharge thereon, if any, such person shall appear at a hearing on the date and time specified in the citation and answer the complaint against such person. It is unlawful and a separate misdemeanor traffic offense for any person to violate his or her written promise to appear given to a police officer upon arrest or issuance of a summons or penalty assessment notice for any violation of this Code.
(2) If the defendant answers that he or she is guilty or if the defendant fails to appear for the hearing, judgment shall be entered against the defendant.
(3) If the defendant denies the allegations in the complaint, a final hearing on the complaint shall be held subject to the applicable provisions of the Colorado Municipal Court rules of procedure regarding a speedy trial. If the defendant is found guilty or liable at such final hearing or if the defendant fails to appear for a final hearing, judgment shall be entered against the defendant.
(4) If judgment is entered against a defendant, the defendant shall be assessed an appropriate penalty and surcharge thereon. If the defendant had been cited by a penalty assessment notice, the penalty shall be assessed pursuant to section 1701. If a penalty assessment notice is prohibited by section 1705(1), the penalty shall be assessed pursuant to section 1701.

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

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

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

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

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

1716. Convictions, Judgment, And Charges Recorded - Public Records.

(1) The municipal judge and the clerk of the Municipal Court shall keep a full record of every case in which a person is charged with any violation of this Code or any other law regulating the operation of vehicles on highways.
(2) Within ten days after the entry of a judgment, conviction, or forfeiture of bail of a person upon a charge of violating any provision of this Code or other law regulating the operation of vehicles on highways, the municipal judge or the clerk of the Municipal Court shall prepare and immediately forward to the motor vehicle division of the department of revenue an abstract of the record of said court covering every case in which said person had a judgment entered against him or her, was so convicted, or forfeited bail, which abstract must be certified by the person so required to prepare the same to be true and correct.
(3) Said abstract must be made upon a form furnished by the department of revenue and shall include the name, address, and driver's license number of the party charged, the registration number of the vehicle involved, the nature of the offense, the date of hearing, the plea, the judgment or whether bail forfeited, and the amount of the fine or forfeiture as the case may be.

1717. Notice To Appear Or Pay Fine – Failure To Appear – Penalty.

(1) For the purposes of this part 17, tender by a police officer of the summons and complaint or penalty assessment notice to a defendant charged with a traffic infraction who refuses to accept the same shall constitute notice to the defendant to appear in Municipal Court at the time specified on such summons or to pay the required fine and surcharge thereon. If a defendant refuses to accept a penalty assessment notice for a designated misdemeanor traffic offense, the police officer may issue and serve the defendant a summons and complaint or may arrest the defendant.
(2) It shall be unlawful and a misdemeanor offense for a person to violate his or

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

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

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

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

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

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

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

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

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

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

Section 505 (Longer Vehicle Combinations)

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

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

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

7-1-4: DEFINITIONS: The definitions set forth in the Appendix of the adopted code entitled “Definitions” are deleted, and replaced with the following definitions

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

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

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

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

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

vehicles, ambulances, and other special-purpose vehicles as are publicly owned and operated by or for a governmental agency to protect and preserve life and property in accordance with state laws regulating emergency vehicles; said term also means the following if equipped and operated as emergency vehicles in the manner prescribed by state law:
(a) Privately owned vehicles as are designated by the state motor vehicle licensing agency necessary to the preservation of life and property; or
(b) Privately owned tow trucks approved by the public utilities commission to respond to vehicle Emergencies.
(5) **"Authorized service vehicle"** means such highway or traffic maintenance vehicles as are publicly owned and operated on a highway by or for a governmental agency the function of which requires the use of service vehicle warning lights as prescribed by state law and such other vehicles having a public service function, including, but not limited to, public utility vehicles and tow trucks, as determined by the department of transportation under section 42-4-214(5), C.R.S. Some vehicles may be designated as both an authorized emergency vehicle and an authorized service vehicle.
(6) **"Autocycle"** means a three-wheeled motorcycle that does not use handlebars or any other device that is directly connected to a single front wheel to steer and in which the driver and each passenger ride in a fully or partly enclosed seating area that is equipped with safety belts for all occupants that constitute a safety belt system, as defined in section 42-4-237(1)(b), C.R.S. For purposes of this subsection (7.5), "partly enclosed seating area" means a seating area that is entirely or partly surrounded on the sides by the frame or body of a vehicle but is not fully enclosed.
(7) **"Automated driving system"** means hardware and software that are collectively capable, without any intervention or supervision by a human operator, of performing all aspects of the dynamic driving task for a vehicle on a part-time or full-time basis, described as levels 4 and 5 automation in SAE International's standard J3016, as it existed in September 2016.
(8) **"Automobile"** means any motor vehicle.
(9) **"Bicycle"** means a vehicle propelled by human power applied to pedals upon which a person may ride having two tandem wheels or two parallel wheels and one forward wheel, all of which are more than fourteen inches in diameter.
(10) "**Bicycle Lane**" means a portion of the roadway that has been designated by striping, signage, or pavement markings for the exclusive use of bicyclists and other authorized users of bicycle lanes. "Bicycle lane" includes an intersection if the bicycle lane is marked on opposite sides of the intersection.
(11) "**Block**" has the meaning provided in the Town's subdivision standards (title 9, chapter 2 of the Town Code).
(12) **"Business district"** means the territory contiguous to and including a highway when within any six hundred feet along such highway there are buildings in use for business or industrial purposes, including but not limited to motels, banks, office buildings, railroad stations, and public buildings which occupy at least three hundred feet of frontage on one side or three hundred feet collectively on both sides of the highway.
(13) **"Calendar year"** means the twelve calendar months beginning January 1 and ending December 31 of any year.
(14) **"Camper coach"** means an item of mounted equipment, weighing more than five hundred pounds, which when temporarily or permanently mounted on a motor vehicle adapts such vehicle for use as temporary living or sleeping accommodations.

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

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

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

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

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

(30) (a) **"Dynamic driving task"** means all of the following aspects of driving:

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

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

(b) "Dynamic driving task" does not include strategic aspects, including determining destinations or way points, of driving.

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

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

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

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

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

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

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

(35) **"Garage"** means any public building or place of business for the storage or repair of automobiles.

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

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

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

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

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

(49) **"Low-speed electric vehicle"** means a vehicle that:

(a) Is self-propelled utilizing electricity as its primary propulsion method;

(b) Has at least three wheels in contact with the ground;

(c) Does not use handlebars to steer; and

(d) Exhibits the manufacturer's compliance with 49 CFR 565 or displays a seventeen-character vehicle identification number as provided in 49 CFR 565.

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

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

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

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

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

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

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

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

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

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

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

the approach of a railroad train.
(79) **"Residential Block"** means a block of any street within the Town which is mainly occupied by buildings or structures devoted to a residential use as defined in the Town's development code (title 9, chapter 1 of the Town Code).
(80) **"Residence district"** means the territory contiguous to and including a highway not comprising a business district when the frontage on such highway for a distance of three hundred feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business.
(81) **"Resident"** means any person who owns or operates any business in this state or any person who has resided within this state continuously for a period of ninety days or has obtained gainful employment within this state, whichever shall occur first.
(82) **"Right-of-way"** means the right of one vehicle operator or pedestrian to proceed in a lawful manner in preference to another vehicle operator or pedestrian approaching under such circumstances of direction, speed, and proximity as to give rise to danger of collision unless one grants precedence to the other.
(83) **"Road"** means any highway.
(84) **"Roadway"** means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk, berm, or shoulder even though such sidewalk, berm, or shoulder is used by persons riding bicycles or other human-powered vehicles and exclusive of that portion of a highway designated for exclusive use as a bicycle path or reserved for the exclusive use of bicycles, human-powered vehicles, or pedestrians. In the event that a highway includes two or more separate roadways, "roadway" refers to any such roadway separately but not to all such roadways collectively.
(85) **"Safety zone"** means the area or space officially set aside within a highway for the exclusive use of pedestrians and which is so plainly marked or indicated by proper signs as to be plainly visible at all times while set apart as a safety zone.
(86) **"School bus"** means a motor vehicle that is designed and used specifically for the transportation of school children to or from a public or private school or a school-related activity, whether the activity occurs within or without the territorial limits of any district and whether or not the activity occurs during school hours. "School bus" does not include informal or intermittent arrangements, such as sharing of actual gasoline expense or participation in a car pool, for the transportation of school children to or from a public or private school or a schoolrelated activity.
(87)(a) **"School vehicle"** means a motor vehicle, including but not limited to a school bus, that is owned by or under contract to a public or private school and operated for the transportation of school children to or from school or a school-related activity.
(b) **"School vehicle"** does not include:
(I) Informal or intermittent arrangements, such as sharing of actual gasoline expense or participation in a car pool, for the transportation of school children to or from a public or private school or a school-related activity; or
(II) A motor vehicle that is owned by or under contract to a child care center, as defined in section 26-6-102 (5), C.R.S., and that is used for the transportation of children who are served by the child care center.
(88) **"Sidewalk"** means that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. This ordinance shall be published as provided by Section 5.9 of the Breckenridge Town Charter and will be effective thirty days after adoption.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By_____
Kelly Owens, Mayor

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

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

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 01/14/2025 (for 01/28/2025)
Subject: Big Sky Employee Housing Unit Development Agreement (First Reading)

Town Council Goals (Check all that apply)

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

Summary
Jennifer Wright, the buyer of the 2,098 sq. ft. Big Sky Condo Unit 2 located at 160 East Adams Avenue, has applied for a Development Agreement regarding converting the unit from commercial use to employee housing.

Background
This proposal was brought before Town Council on January 14th for a work session where the Council was supportive of moving forward with the Development Agreement. There are no changes since January 14th other than the square footage and density numbers were updated based on more accurate numbers from a new set of plans

Density (Policy 3/A & 3/R): The proposed conversion would increase the building's residential density to 3,486 sq. ft., which exceeds the density of 677 sq. ft. recommended by the LUGs by 2,809 sq. ft., or 415%. 711 sq. ft. of the 2,809 sq. ft. is existing residential, and the remaining 2,098 sq. ft. of additional density would need to be transferred to the site using Transferable Development Rights (TDRs). However, the property is located within the Historic District, and Development Code section 9-1-17-12 prohibits additional density from being transferred into the Historic District. As noted above, although the residential density allocation would change on the property, no new square footage is being constructed and the proposal is to convert existing commercial space to residential space for workforce housing. Therefore, the proposed Development Agreement would exempt the project from the density transfer restriction within the Historic District and, as proposed, the Town would transfer the 2,098 sq ft of residential density to the site to accommodate the conversion.

Parking: There is no increase in the parking space requirement with the proposed conversion because the parking requirement for residential use is less than the requirement for commercial use per sq. ft. Staff has researched parking for the Adams Ridge development, which is shared among the Big Sky Condo building and 6 other buildings. From staff's understanding, through a combination of parking in the outdoor lot, the parking garage, some surrounding area, and 3 spaces within the parking district, the site as a whole has sufficient parking. How that parking is allocated is determined by the Adams Ridge Master Association and the individual building homeowner associations.

Proposal
The following items are requested of the Town by the applicant:

1. Exempt the project from compliance with Development Code section 9-1-17-12 which prohibits density transfer into the Historic District,

2. Town to transfer 2,098 sq. ft. (1.75 SFEs) of density to the property ($467,022.50 value per 2024 TDR rate), and

3. Waiver of the following fees, totaling approximately $9,500. These estimates are provided using rates for the year 2025 and are subject to increase annually.

    - Planning Division fees:

        - Development Agreement application fee ($7,355),

        - Class B Minor Development Permit application fee ($2,170).

The following items are proposed by the applicant as public benefits:

1. The applicant proposes to record a Restrictive Covenant and Agreement for the unit, restricting the occupancy of the unit to Employee Housing, with a 110% AMI rental restriction, including utilities. Employee Housing is defined by the Development Code as "*A dwelling unit the occupancy of which is restricted to a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the property, earns his or her living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any. All employee housing units shall be a minimum of three hundred fifty (350) square feet of density in size and shall each have a living area containing at a minimum: a kitchen sink; cooking appliance and refrigeration facilities, each having a clear working space; sleeping accommodations; a closet with a door; and a bathroom with a door, sink, toilet, and a bathtub or shower. Each employee housing unit shall have its own entrance. There shall be no interior access from any employee housing unit to any dwelling unit to which it is attached."* It should be noted that this restrictive covenant also allows for owner occupancy, provided the occupant meets the employment requirement, but in the event it is rented, then the rental cap is triggered.

2. The applicant has agreed that the 110% AMI rental restriction will include monthly HOA fees, which include utility costs.

Public outreach/engagement
The proposed Development Agreement shall follow the required public notice process.

Financial Implications
Should the Development Agreement be approved, the Town would transfer 1.75 SFEs off the Ice Arena lot but gains a new employee housing unit in the downtown core.

Equity Lens
Staff finds the creation of a new employee housing unit to be a significant benefit to the community.

Staff Recommendation
Staff supports the proposed terms of the Development Agreement with the 110% AMI rental restriction, finding that the Town core is an ideal location for employee housing and that the terms of this agreement are the same as for the recently approved Copper Baron Development Agreement. Although staff does not want to set a precedent of transferring density into the Historic District, this project would not result in any new constructed floor area. There is also previous precedent set for this type of Development Agreement proposal with two other conversions at Adams Ridge.

Staff recommends the Town Council approve the first reading of an Ordinance establishing a Development Agreement with Peach Valley Properties LLC and Jennifer Wright for conversion of Big Sky Condominiums Unit 2 from commercial use to employee housing.

COUNCIL BILL NO. ___

Series 2025

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND JENNIFER WRIGHT ("APPLICANT").

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

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

A. Applicant is under contract to purchase a condominium unit located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado ("Property").

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

C. The Town's Community Development Department has determined the proposed change of use would increase the density of the Property by 1.75 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town's Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

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

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

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

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

H. Applicant has provided written authorization from the owner of the Property to make the application and enter into the proposed Development Agreement.

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

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

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

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

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

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

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

:

TOWN OF BRECKENRIDGE

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED STATUTES, AS AMENDED

EXHIBIT 1

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made as of the _____ day of _____, 2025 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the "Town") and JENNIFER WRIGHT (the "Applicant").

Recitals

A. Applicant is under contract to purchase a condominium unit located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado ("Property").

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

C. Applicant has provided written authorization from the owner of the Property to make the application and enter into this Development Agreement under the terms and conditions set forth herein.

D. The Town's Community Development Department has determined the proposed change of use would increase the density of the Property by 1.75 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town's Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

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

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

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

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

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

Agreement

1. Without requiring additional reviews by the Town's Planning Commission, Town Council has determined that the Applicant's Development Permit application for change of use of the property shall be exempt from negative points under Breckenridge Town Code, Section 9-1-19-3R, for the 1.75 SFEs of excess density.

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

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

4. The Town shall transfer 1.75 SFEs of density to the Property from property owned by the Town. The transfer of density shall be evidenced by the Written Covenant, **Exhibit B**, attached hereto and incorporated by reference.

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

6. This Development Agreement creates vested rights for a period of eighteen (18) months, during which time the Applicant shall submit to the Town and receive Town approval of a Development Permit application for the proposed change of use. The vested rights shall expire eighteen (18) months from the date of Town Council approval of this Development Agreement, unless substantial construction pursuant to such Development Permit has been completed. Density shall be transferred to the Property by the Town after all of the following have occurred: a) the Applicant has closed on the Property; b) the Development Permit has been issued and fully executed, and c) the certificate of occupancy is ready to be issued.

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

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

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

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

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

12. This Development Agreement shall be binding upon and inure to the benefit of Town, Applicant, and their successors and assigns; provided, however, if the Applicant does not close on the Property within eighteen (18) months, this Development Agreement will become null and void, the vested rights will terminate, and neither party will have any remaining obligations related thereto.

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

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

15. Applicant with respect to its interests or benefits provided for in this Development Agreement agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or wrongful intentional act or omission of Applicant; any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any worker's compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Applicant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

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

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

18. Except as otherwise set forth in this Agreement, this Development Agreement shall run with title to the land and be binding on the Applicant, heirs, successors, and assigns and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

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

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

If To The Town:	Shannon Haynes, Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, CO 80424
With A Copy (which shall not constitute notice to the Town) to:	Keely Ambrose, Town Attorney

If To The Applicant: Jennifer Wright
PO Box 8842
Breckenridge, CO 80424

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

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

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

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

_____ By:_____
Shannon Haynes, Manager
_____
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

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

_____
Notary Public

Jennifer Wright

By: _____
Applicant

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2025 by Jennifer Wright.

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

_____
Notary Public

EXHIBIT A

RESTRICTIVE COVENANT AND AGREEMENT
(Employee Housing- Development Agreement)

THIS RESTRICTIVE COVENANT AND AGREEMENT ("**Restrictive Covenant**") is dated _____, 2025 and is between JENNIFER WRIGHT ("**Owner**") and TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Town**"). Town and Owner are sometimes collectively referred to in this Restrictive Covenant as the "**Parties**," and individually as a "**Party**."

Recitals

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

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

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

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

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

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

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

Big Sky Condominiums Unit 2

Town of Breckenridge, County of Summit, State of Colorado

also known as: 160 E Adams Avenue, Breckenridge, CO 80424.

2. Definitions. As used in this Restrictive Covenant:

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

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

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

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

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

"Unit" means the unit described in Paragraph 1 of this Restrictive Covenant.

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

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

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

A. A person who is partially or fully retired as described in the Town's Administrative Rules and Regulations (see Section 18, below); or

B. A person otherwise authorized to occupy a Unit pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of a Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, however, that such person is permitted to occupy a Unit only for a maximum period of one year following the commencement of such person's disability unless a longer period of occupancy is authorized by Town.

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

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

6. Annual Verification; Other Information.

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

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

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

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

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

as Town may be entitled to, any pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

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

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

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

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

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

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

17. Town's Administrative Rules and Regulations. This Restrictive Covenant shall be interpreted in accordance with, and Owner and Owner shall comply with, the Town of Breckenridge Division of Housing Administrative Rules and Regulations in effect from time to time throughout the term of this Restrictive Covenant; provided, however, that in the event of a conflict between the restrictions, terms and conditions of this Restrictive Covenant and the Administrative Rules and Regulations, this Restrictive Covenant shall control.

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

19. Miscellaneous.

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

B. Vesting and Term. Town's rights under this Restrictive Covenant vest upon the execution and recordation of this Restrictive Covenant. This Restrictive Covenant shall remain in full force and effect in perpetuity unless terminated in accordance with Section 12. Provided, however, if any of the terms, covenants, conditions, restrictions, uses, limitations, or obligations created by this Restrictive Covenant are held to be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the duly elected and seated members of the Breckenridge Town Council in office on the date of the execution of this Restrictive Covenant, their now living descendants, if any, and the survivor of them, plus 21 years.

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

This Restrictive Covenant and Agreement is executed by:

OWNER:

_____

Owner's Address:

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

Town's Address:

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

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Shannon B. Haynes, Town Manager of Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

1800-523\Employee Housing Covenant (for Development Agreements-8-7-24

EXHIBIT B

DENSITY SUNSET COVENANT

This Covenant ("Covenant") is made _____, 2025 by the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town").

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

Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development) (commonly known as the Town's "Stephen C. West Ice Arena") (hereinafter referred to as "Town's Property").

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

3. Based on the terms and conditions in the Development Agreement dated _____, the use of the Property necessitates a transfer of 1.75 single family equivalents ("SFEs") of density from the Town's "Stephen C. West Ice Arena" property to the Property located in the Historic District and described in the Development Agreement as the condominium unit located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado.

4. The 1.75 of single family equivalents of density previously allocated to Town's Property are forever extinguished. Following the execution of this Covenant, there will be 68.45 SFEs of density remaining on the Town's Property, of which 44.73 SFEs are assigned to the existing Stephen C. West Ice Arena building.

4. Following the execution of this Covenant, there will be 0 SFEs of density remaining on Big Sky Condominiums.

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

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

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

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

9. The execution and recording of this Covenant was authorized by Town of Breckenridge Ordinance No. ____, Series 2025, adopted _____, 2025.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By:_____

Shannon Haynes, Town Manager

ATTEST:

_____
Helen Cospolich CMC,
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Shannon Haynes, Town Manager of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

OWNER

By: _____
Jennifer Wright

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

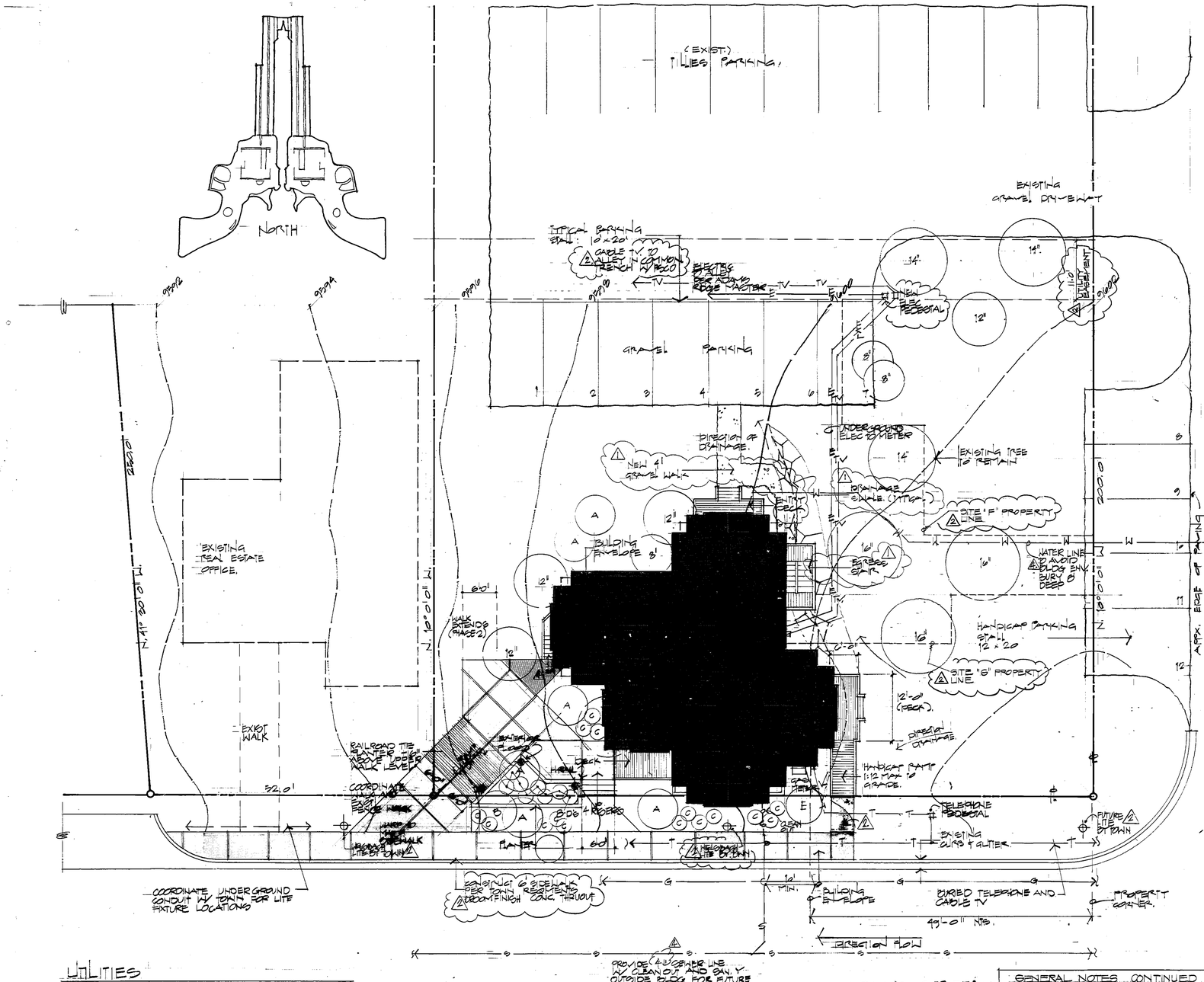
The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jennifer Wright, Owner.

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

BIG SKY OFFICE BUILDING



UTILITIES

- G — GAS LINE
- W — WATER LINE
- S — SEWER LINE
- E — ELECTRIC LINE
- T — TELEPHONE
- TV — CABLE T.V.

SITE PLAN

NOTE: SEE ADAMS RIDGE PLAT (SHT AA) FOR BLDG ENVELOPE LOCATION AND DIMENSIONS & LEGAL DESCRIPTION.

SCALE: 1" = 16'

GENERAL NOTES CONTINUED

1. BY TOWN STAFF TO APPROVE FOUNDATION LOCATION
2. OWNER TO SUBMITT IMPROVEMENTS SURVEY INDICATING FOUNDATION LOCATION PRIOR TO CERTIFICATE OF OCCUPANCY.

INDEX TO DWGS

#	DESCRIPTION
A1	SITE PLAN, CODE INFO, GEN. NOTES
A2	BASEMENT & FIRST LEVEL PLANS
A3	SECOND & CONE. LEVEL PLANS
A4	EXTERIOR ELEVATIONS
A5	EXTERIOR ELEVATIONS
A6	BUILDING SECTION, WALL SECTION
A7	INTERIOR ELEVS., DETAILS
S-1	FOUNDATION PLAN & FIRST LEVEL FRAMING PLAN.
S-2	SECOND & LOFT LEVEL FRAMING PLANS
EM-1	ELECTRICAL/MECHANICAL PLANS
EM-2	ELECTRICAL/MECHANICAL

CODE INFO

OCCUPANCY GROUPS — R-1 BASEMENT, R-2 REMAINDER.
CONSTRUCTION TYPE — TYPE V 1 HOUR
DISTANCE TO PROP LINES - NORTH — 25'
SOUTH — 25' TO ADAMS
EAST — 0
WEST — 91'

NOTE: EXACT PROP LINE TO BE FUTURE PARTY WALL WITH SITE 'G' PER APPROVED ADAMS RIDGE MASTER PLAN - REFER TO AGREEMENT W/ PAFFRATH ASSOCIATES (DEVELOPERS)

HEIGHT - (NO OF STORIES) - 35' 2 STORIES (45' ALLOWED BY UBC)

BUILDING AREA - GARDEN — 388 SQ FT
FIRST — 1958
SECOND — 1368
THIRD — 730
TOTAL — 4844 SQ FT

TOTAL W/OUT EMP HOUSING — 4456 SQ FT

* INCLUDES 446 SQ FT FOR EMP HOUSING NOT COUNTED BY TOWN OF BRECKENRIDGE AS DENSITY SQUARE FOOTAGE. FIGURES ARE FOR CODE PURPOSES ONLY. RECALCULATE FOR OTHER PURPOSES

FIRE PROOF ALL STEEL COLS. 1 HOUR RATING. # DIFFERENCE LEVEL CONSIDERED TERRANTE PER 79 UBC.

GENERAL NOTES

1. VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PRIOR TO ORDERING ANY MATERIALS
2. IT IS THE INTENT AND MEANING OF THESE DRAWINGS THAT EACH CONTRACTOR OR SUB-CONTRACTOR PROVIDE ALL LABOR, MATERIALS AND TRANSPORTATION ETC. TO PROVIDE A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY.
3. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE TO THE FACE OF THE FRAMING MEMBER.
4. ALL PLUMBING FIXTURES SHALL HAVE WATER SAVING DEVICES AND/OR AERATORS PER TOWN OF BRECKENRIDGE REQUIREMENTS.
5. REFER TO ADAMS RIDGE MASTER PLAN FOR RELATED INFORMATION AND FUTURE DEVELOPMENT
6. ALL IDEAS CONCEPTS AND DRAWINGS HERE IN ARE THE EXCLUSIVE PROPERTY OF BAKER / ROAN ASSOC. AND SHALL NOT BE USED FOR ANY PURPOSE WHATSOEVER WITHOUT ARCHITECTS WRITTEN APPROVAL.
7. ALL FLASHING & SHEET METAL TO BE PAINTED DARK, FLAT COLOR

LANDSCAPE

SYMBOL	MATERIAL/SIZE	QUANTITY
A	ASPEN (POPULUS TREMULOIDES) 10'-12' IN HEIGHT	6
B	NARROW LEAF COTTONWOOD 10' IN HT. (POPULUS ANGUSTIFOLIA)	1
C	POTENTILLA (5 GAL PLANTS)	15
D	JUNIPER VARIETIES (18" ø)	8

SEED ALL DISTURBED AREAS W/ MOUNTAIN MIX.
E & E3 SAME AS "A" 5 TREE CLUSTER 5-7 HIGH 1

REVISIONS:
1. MAY 19 82
2. JULY 9, 1982
3. AUGUST 12, 1982

DATE: APRIL 26 1982
DRAWN BY: TEAM, MPH
CHECKED BY: MPH.

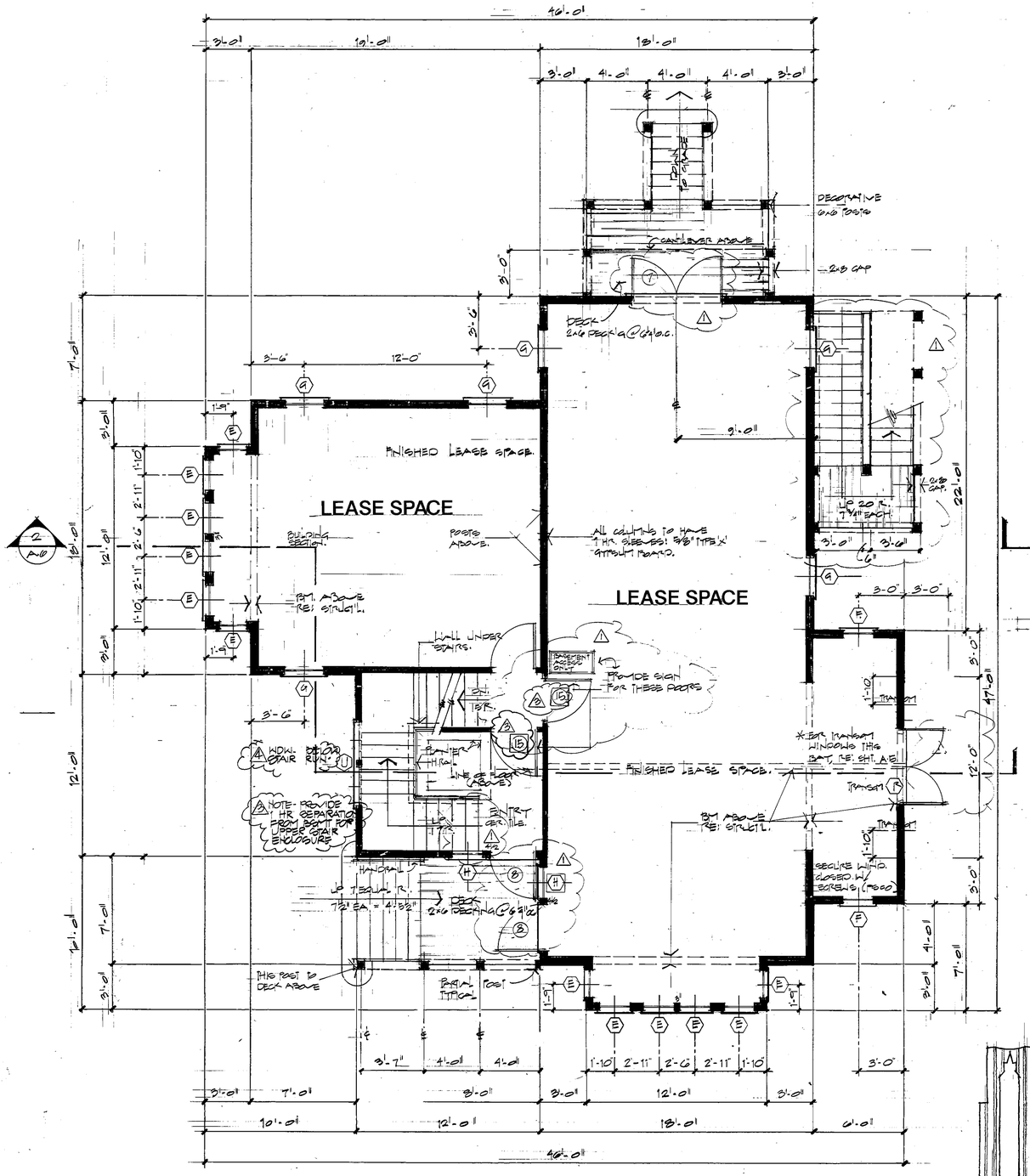
BIG SKY BUILDING

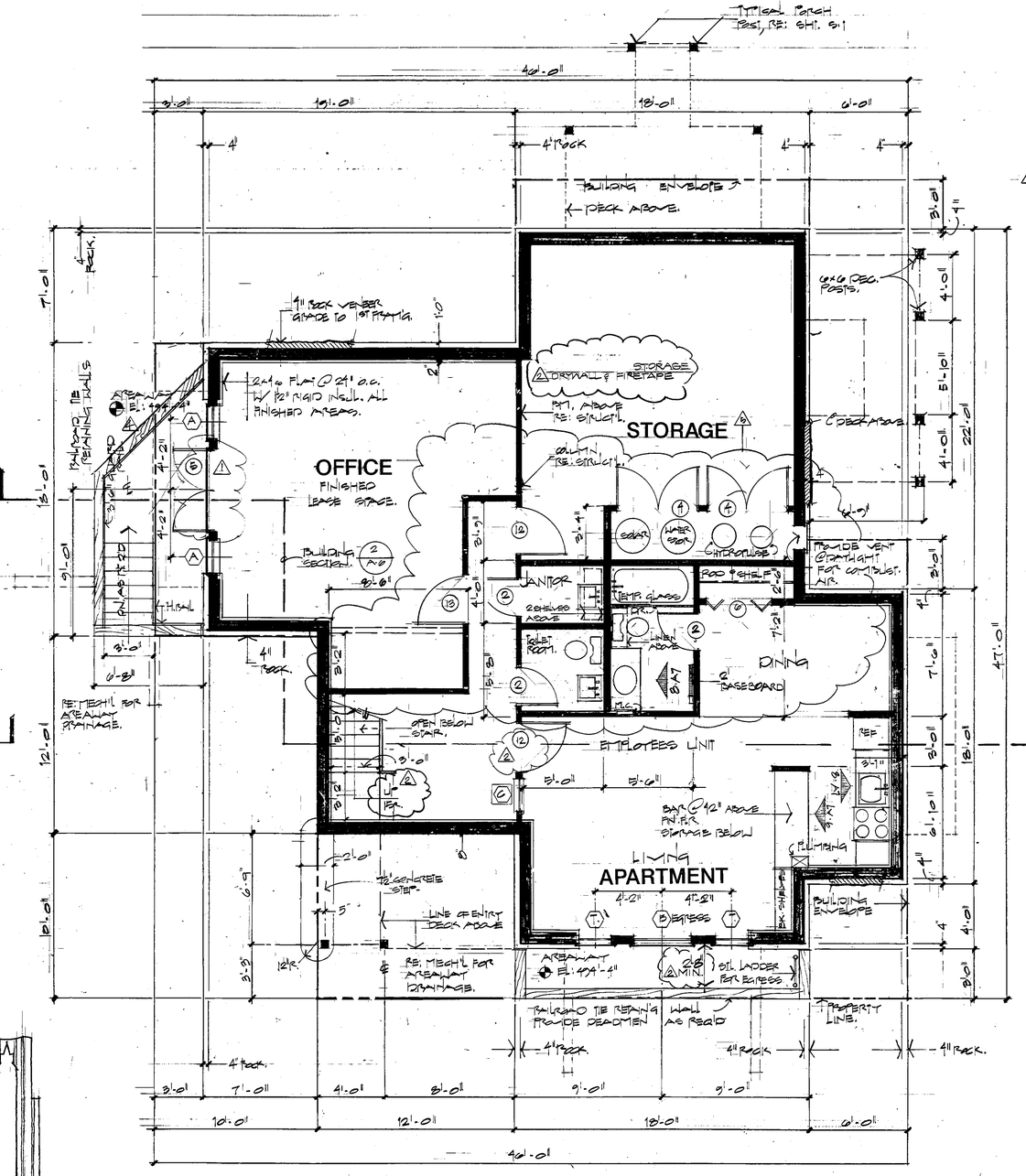
SITE PLAN COVER SHEET

STATE OF COLORADO
EUGENE LOUIS BAKER
B-1150
LICENSED ARCHITECT

EUGENE LOUIS BAKER
ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

SHEET NUMBER
A-1





FIRST LEVEL PLAN

1/4" = 1'-0" 1458 SQ FT

NORTH

GARDEN LEVEL PLAN

1/4" = 1'-0" 1388 SQ FT

REVISIONS:
1 MAY 18 '82
2 JULY 8, 1982
3 JULY 14, 1982
4 AUGUST 12, 1982
5 AUGUST 17, 1982.
DATE: 4.26.82
DRAWN BY: TEAM, ELEVA.
CHECKED BY: MPH.

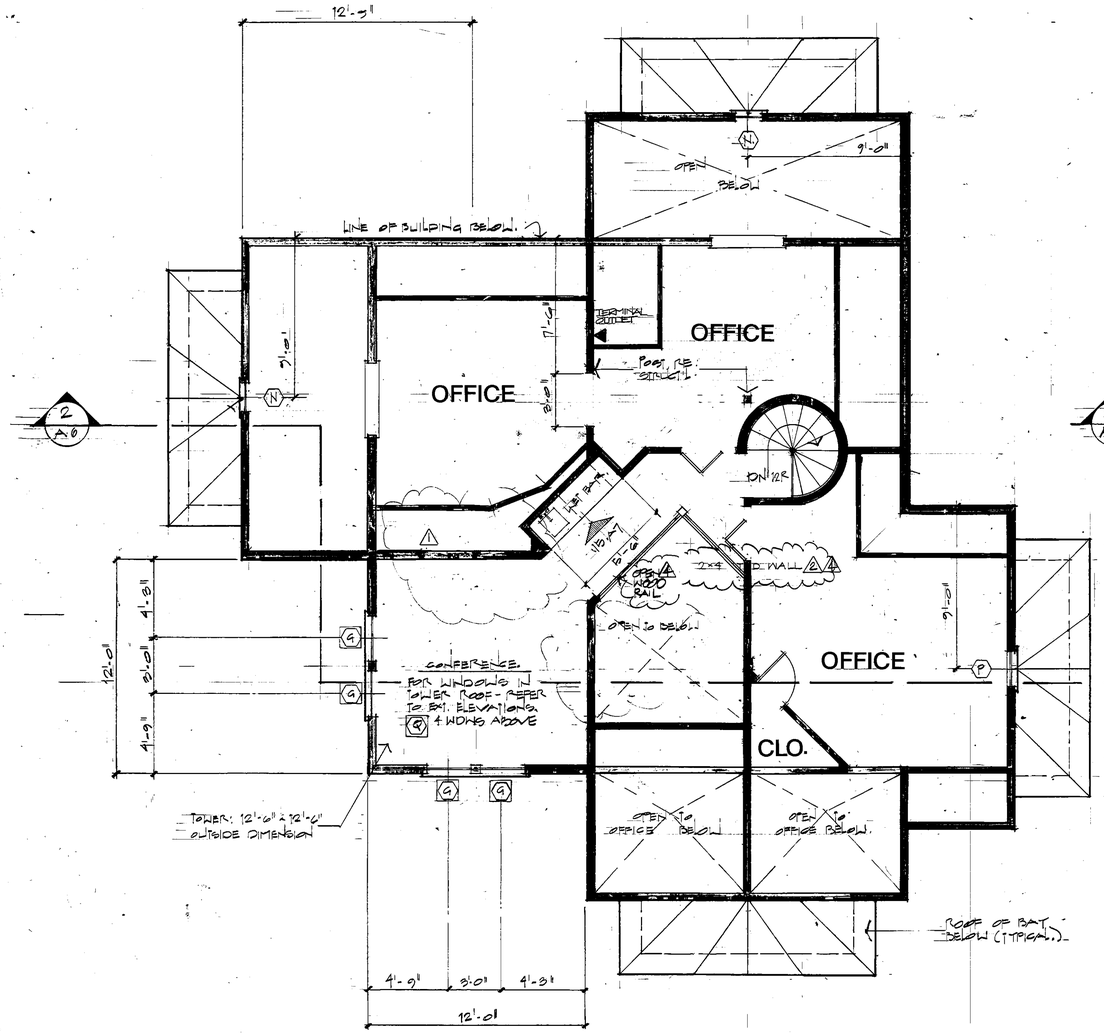
BIG SKY BUILDING

BASEMENT LEVEL PLAN
FIRST LEVEL PLAN

STATE OF COLORADO
EUGENE LOUIS BAKER
B-1130
LICENSED ARCHITECT

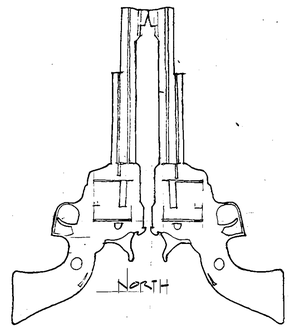
EUGENE LOUIS BAKER ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

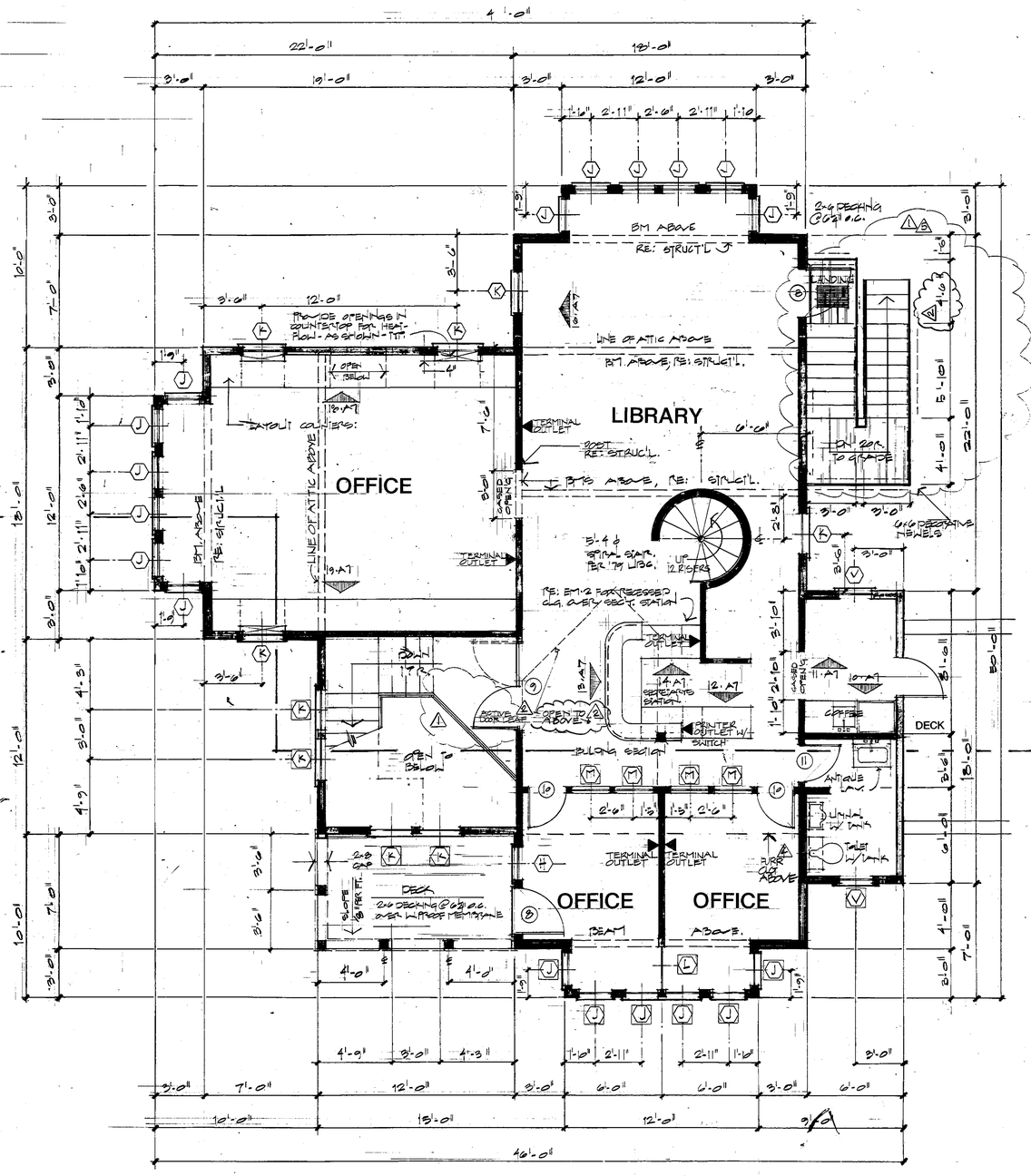
SHEET NUMBER
A-2



CONF. LEVEL PLAN

730.30 SF





SECOND FLOOR PLAN

1/4"=1'-0" 1388 SQ FT

REVISIONS:
1 MAY 18 '82
2 JULY 8, 1982
3
4 AUGUST 12, 1982
DATE: 4.26.82
DRAWN BY: TSM, RL, RSA
CHECKED BY: EBH

3 ASBUILT & ADD COMPUTER TERMINAL OUTLETS 1-12-87

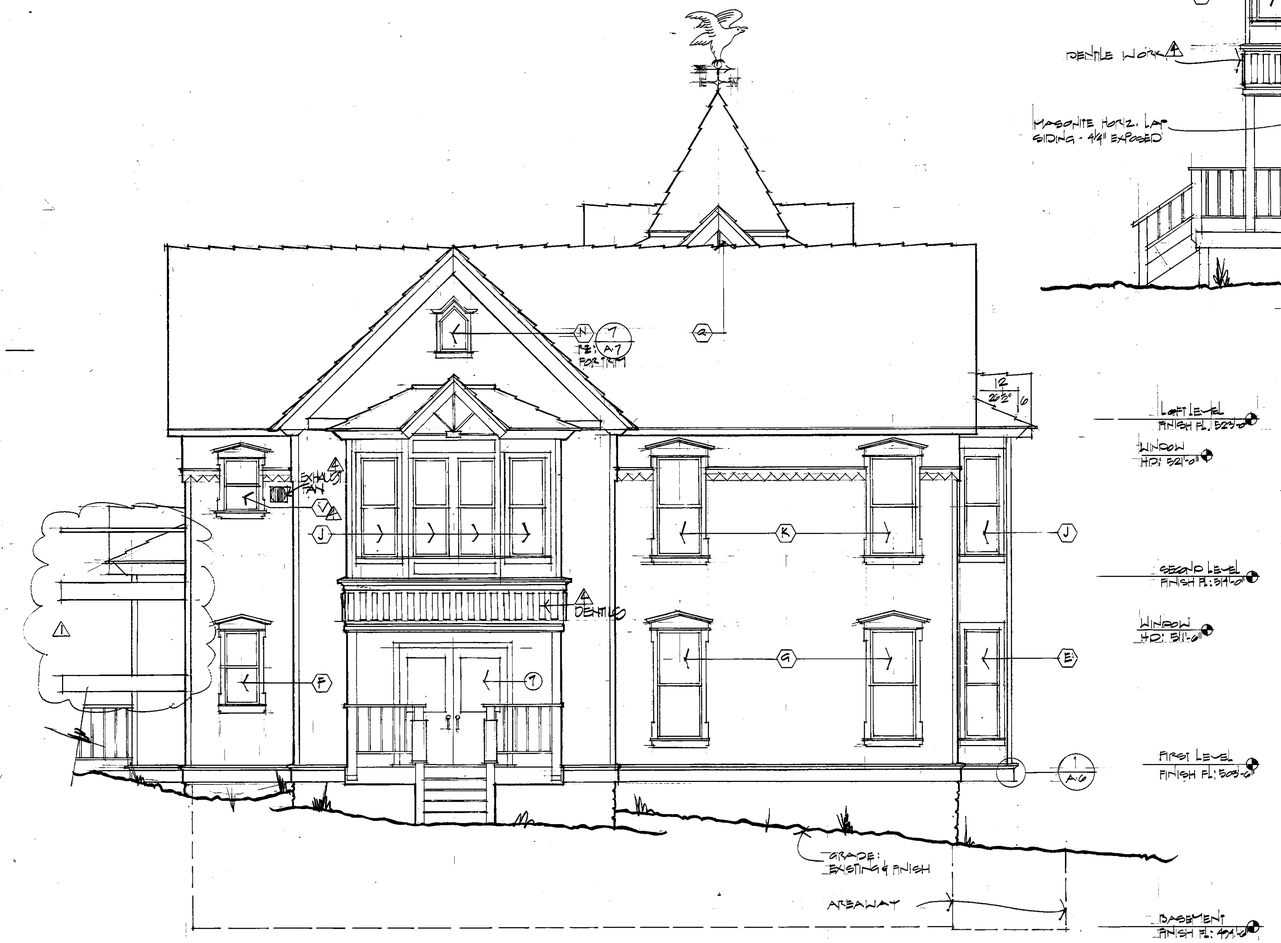
BIG SKY BUILDING

SECOND FLOOR PLAN
LOFT LEVEL PLAN.

STATE OF COLORADO
EUGENE LOUIS BAKER
B-1120
LICENSED ARCHITECT

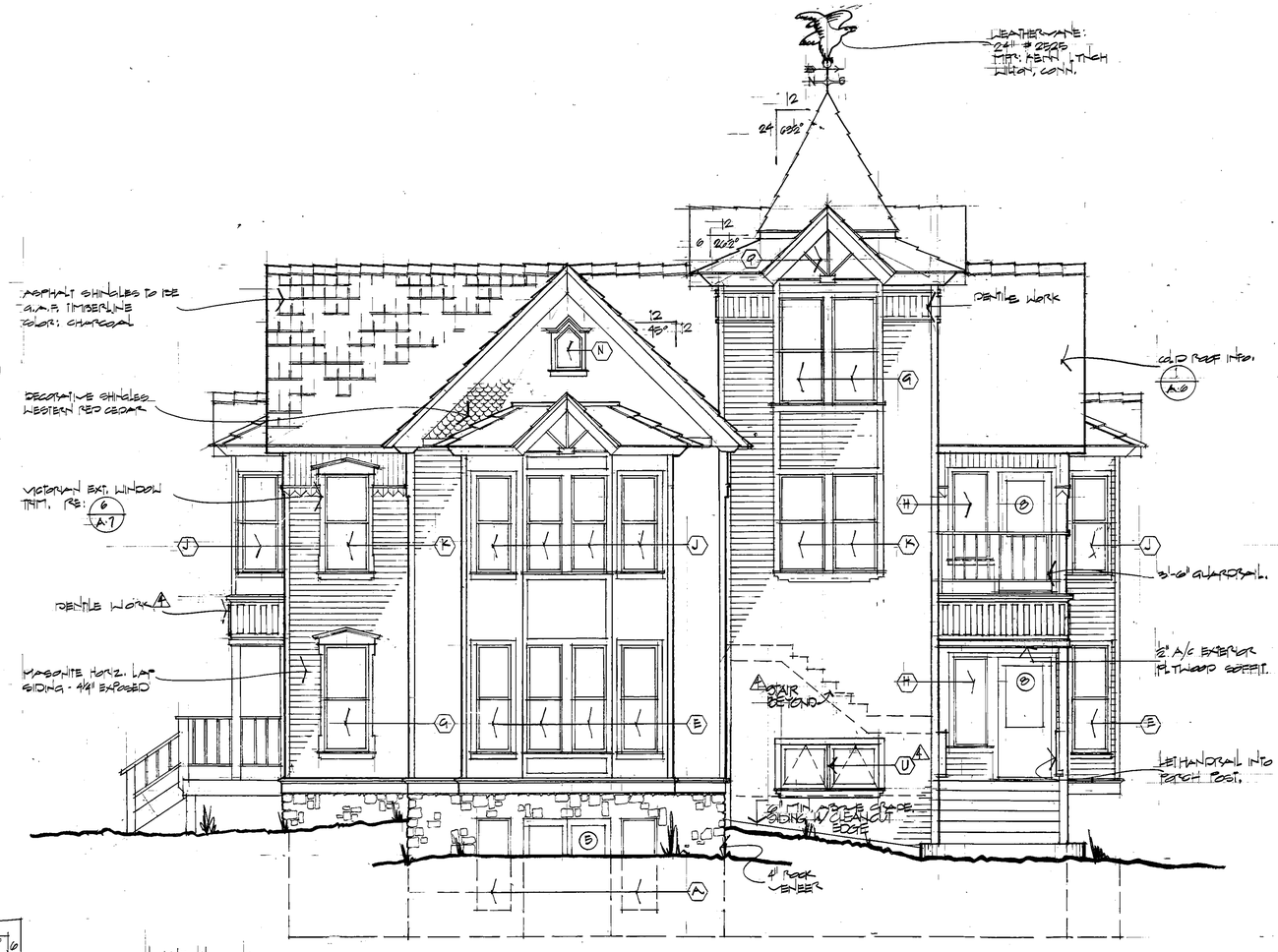
EUGENE LOUIS BAKER ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-8880

SHEET NUMBER
A-3



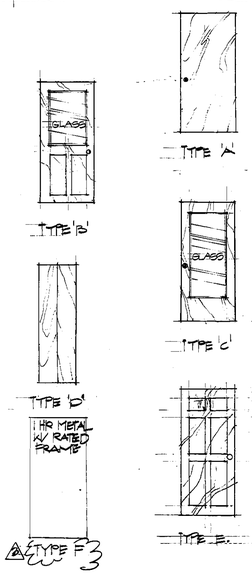
NORTH

1/4" = 1'-0"



WEST

1/4" = 1'-0"



DOOR SCHEDULE

ITEM	SIZE WIDTH	SIZE HEIGHT	SIZE THICKS	MATERIAL	TYPE	ACTION		REMARKS.
1.	DELETE			SOLID WOOD	E.	SWING		
2.	2'-8"	6'-8"	1¾"		E.			
3.	2'-8"	6'-8"	1¾"		E.			
4.	2'-0"	6'-8"	1⅜"	HOLLOW WOOD	A.			BATH.
5.	2'-0"	6'-8"	1¾"	SOLID WOOD	C.			PAIR, PROVIDE FLOOR BOLT.
6.	2'-0"	6'-8"	1⅜"	HOLLOW WOOD	D.	BIFOLD		
7.	3'-0"	7'-0"	1¾"	SOLID WOOD	B.	SWING		PAIR, PROVIDE FLOOR BOLT.
8.	5'-0"	7'-0"	1¾"		B.			SINGLE
9.	2'-8"	7'-0"	1¾"		B.			PAIR, PROVIDE FLOOR BOLT.
10.	2'-8"	7'-0"	1¾"		B.			SINGLE
11.	2'-4"	7'-0"	1⅜"		E.	SWING		
12	3'-0"	6'-8"	1¾"	SOLID WOOD	E	SWING		
13	3'-0"	6'-8"	1¾"	SOLID WOOD	D	SWING		
14	NOT USED							
15	3'-0"	6'8"	1¾	METAL	F	SWING W AUTO CLOSER		1 HR W RATED FRAME

ALL DOORS TO BE FIR, OAK STAIN, CLEAR SATIN FINISH.

2 INDICATES AUTOMATIC CLOSING DEVICE

REVISIONS:
- 1 MAY 13 '82
- 2 JULY 8, 1982
- 3 JULY 14, 1982

DATE: 4.26.82
DRAWN BY: TEAM
CHECKED BY: MH.

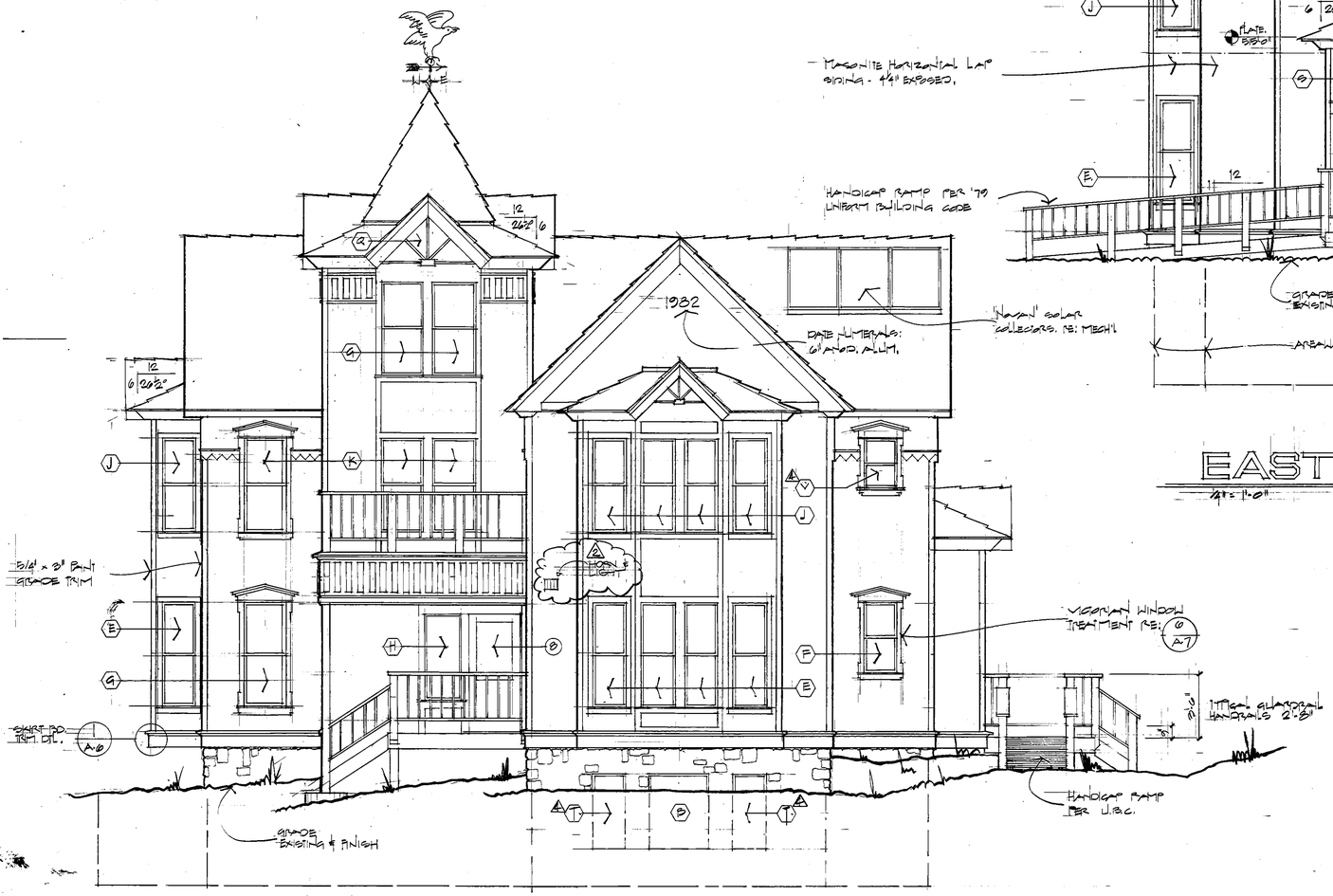
BIG SKY BUILDING

EXTERIOR ELEVATIONS

STATE OF COLORADO
EUGENE LOUIS BAKER
R-1130
LICENSED ARCHITECT

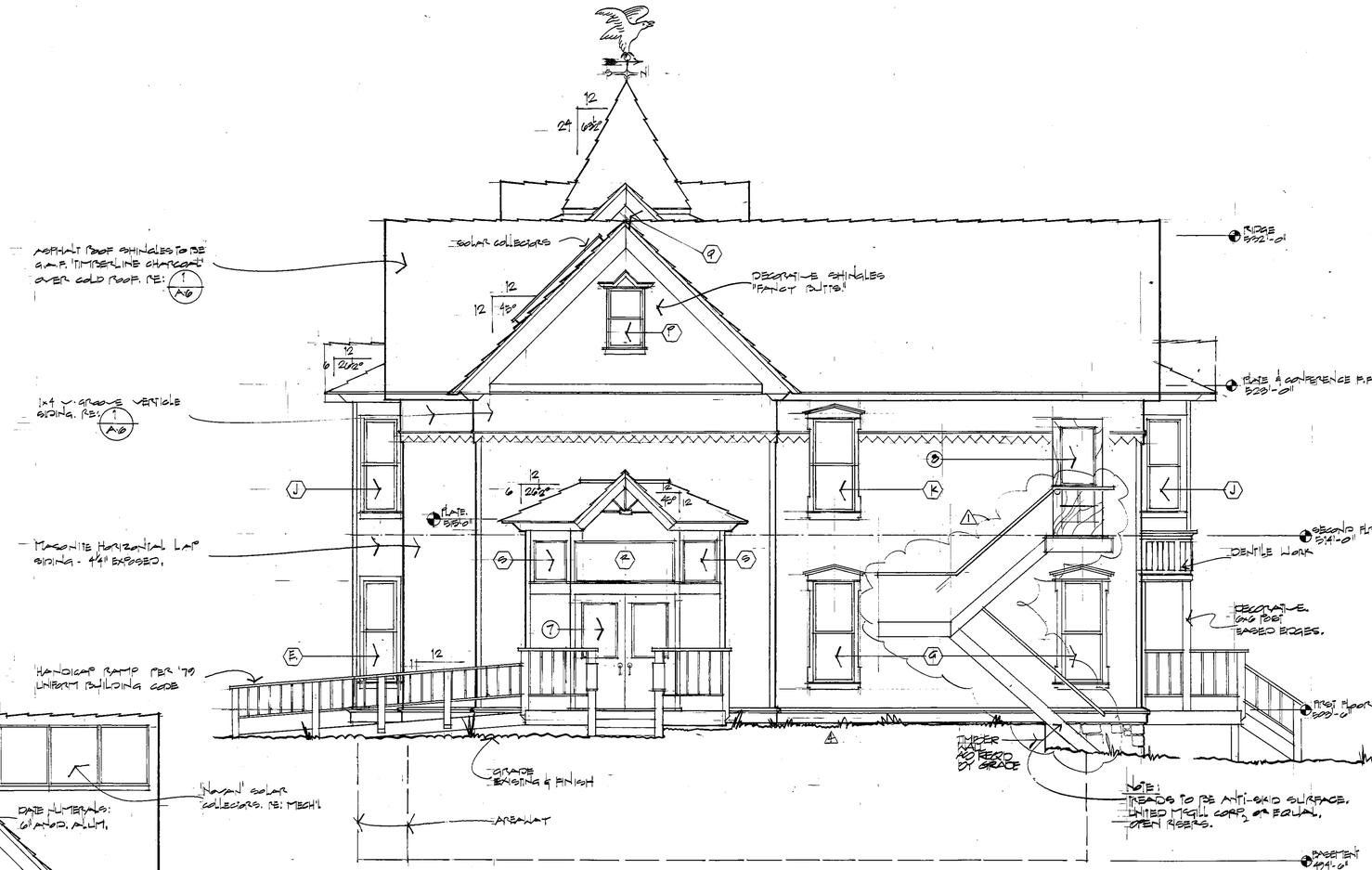
EUGENE LOUIS BAKER ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-8880

SHEET NUMBER
A-4



SOUTH

1/4" = 1'-0"



EAST

1/4" = 1'-0"

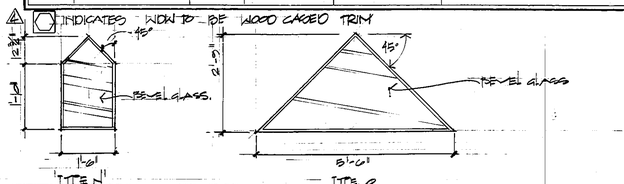
WINDOW SCHEDULE

ITEM	MANUFACTURER	MODEL	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	ACTION	REMARKS
A.	POZZI D.H	2040	2'-0½"	4'-7⅜"	DBL. HUNG	
B.	"	3040	3'-0½"	4'-7⅜"	"	EGRESS.
C.	CUSTOM	2040	2'-0½"	4'-7⅜"	FIXED	SIDELITE, TEMPERED
~~X~~	"	1040	1'-0½"	4'-6⅜"	↓	"
E.	POZZI D.H	2060	2'-0½"	6'-1⅜"		
F.	↓	2040	2'-0½"	4'-1⅜"	DBL. HUNG	
G.	↓	2060	2'-0½"	6'-1⅜"	"	
H.	CUSTOM	2050	2'-0½"	5'-4½"	FIXED	SIDELITE, TEMPERED
J.	POZZI D.H	2050	2'-0½"	5'-7⅛"	DBL. HUNG.	
K.	"	2650	2'-6½"	5'-7⅛"	"	
L.	CUSTOM	2630	2'-6½"	3'-6½"	FIXED.	
M.	"	2030	2'-0½"	3'-6½"	"	
N.	CHERRY CREEK	—	~~24x36~~ 25x36		FIXED	BEVEL GLASS, SEE N BELOW.
P.	POZZI D.H.	2030	2'-0½"	3'-1½"	DBL HUNG.	
Q.	CHERRY CREEK.	—	72x36		FIXED.	BEVEL GLASS, SEE Q BELOW.
R.	CUSTOM	6020	72x30		↓	EXIST BAT TRANSOM.
S.	"	2020	24x20		↓	"
T.	POZZI D.H.	7640	2'-0½"	4'-7½"	DBL HUNG	VERIFY DIM. (EXIST WDW)
U.	POZZI	4070Q2	5'-4½"	2'-3"	AWNING	
V.	POZZI D.H.	2050	2'-0½"	5'-1½"	DBL HUNG	

EMIT

DUCT

INDICATES WDW TO BE WOOD CASED TRIM



REVISIONS:
1 MAY 10 '82
2 JULY 8, 1982
3 AUGUST 12, 1982
DATE: 4-26-82
DRAWN BY: TSA
CHECKED BY: MJH

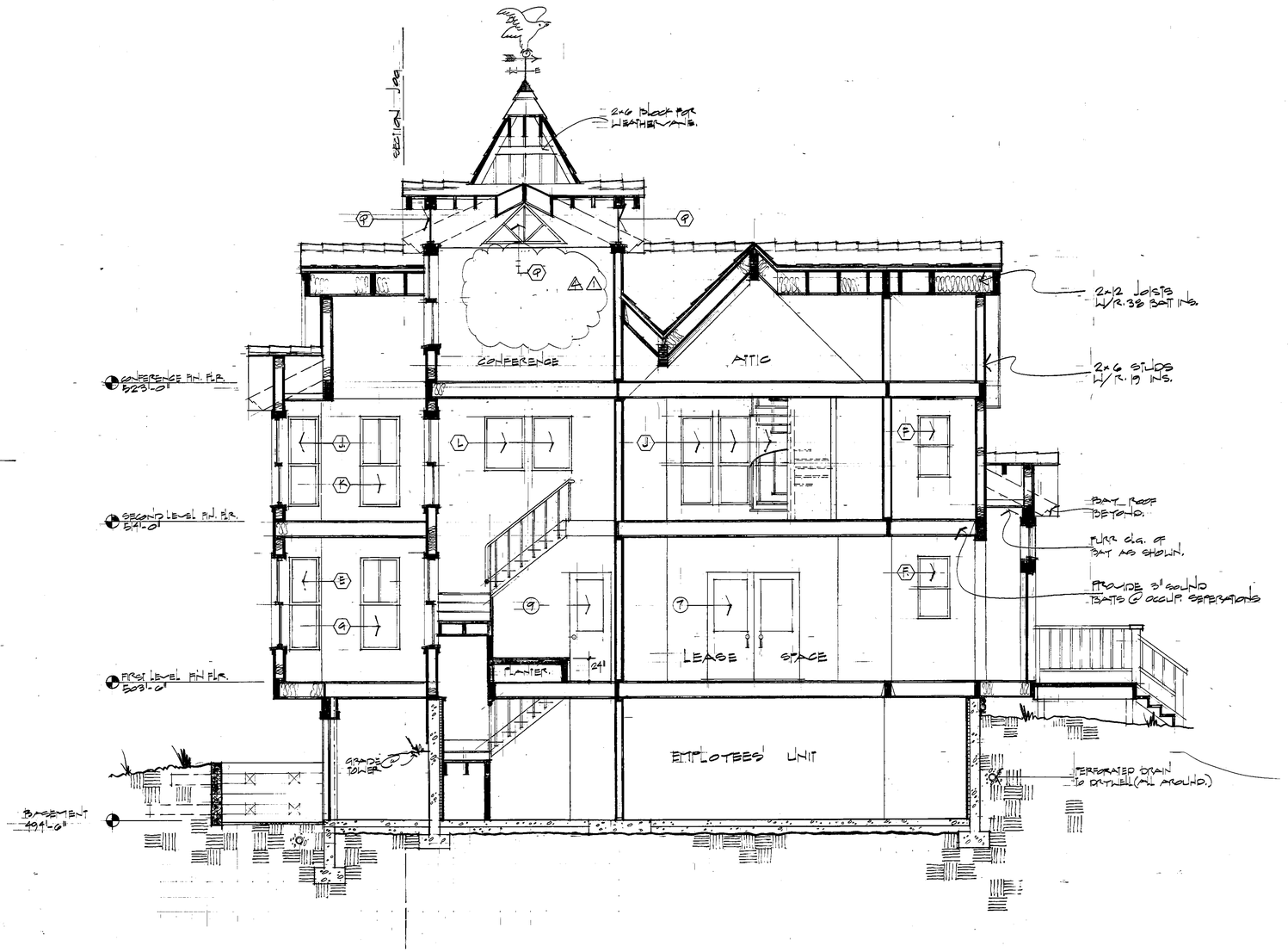
BUILDING SECTIONS

EXTERIOR ELEVATIONS

STATE OF COLORADO
EUGENE LOUIS BAKER
B-1130
LICENSED ARCHITECT

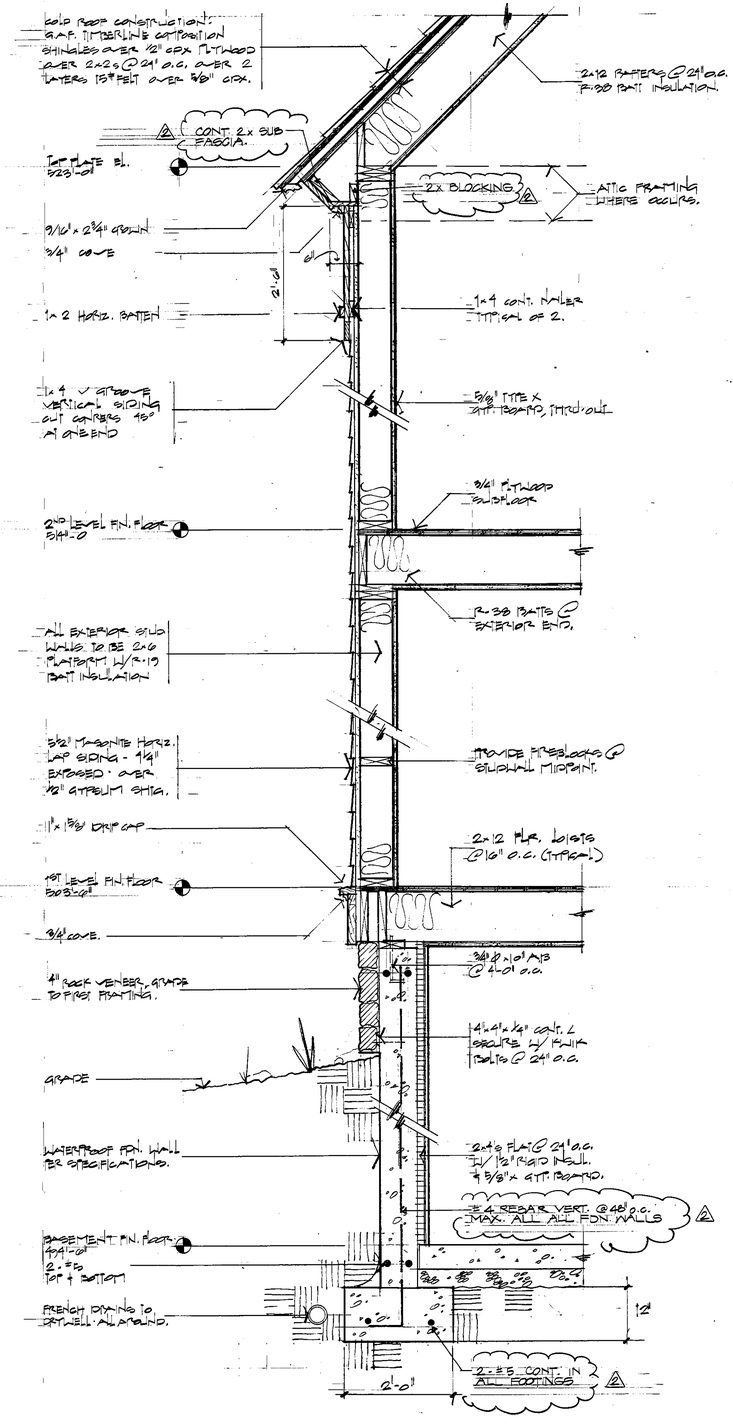
EUGENE LOUIS BAKER ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

SHEET NUMBER
A-5



2 A6 BUILDING SECTION

1/4" = 1'-0"



1 A6 WALL SECTION

3/4" = 1'-0"

REVISIONS:
1 MAY 18 '82
2 JULY 8, 1982
3
4 AUGUST 12, 1982
DATE: 4.20.82
DRAWN BY: TREAT.
CHECKED BY: EMH.

BIG SKY BUILDING

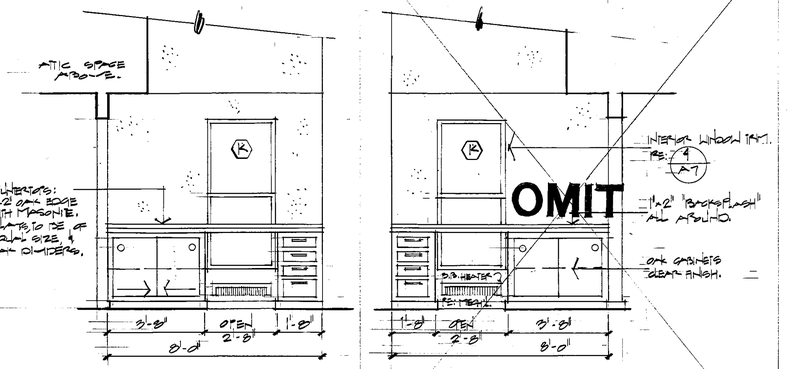
WALL SECTION
BUILDING SECTION

STATE OF COLORADO
EUGENE LOUIS BAKER
B 1130
REGISTERED
LICENSED ARCHITECT

EUGENE LOUIS BAKER ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

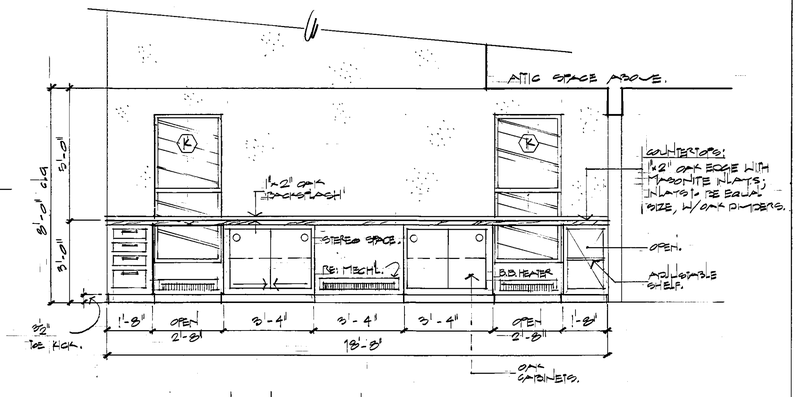
SHEET NUMBER
A-6

MILLWORK- DRAFTING



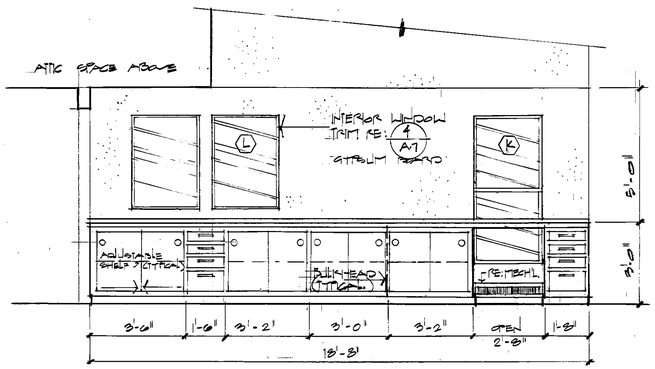
16 A-7 DRAFTING LAYOUT

17 A-7 DRAFTING LAYOUT.



18 A-7 DRAFTING LAYOUT

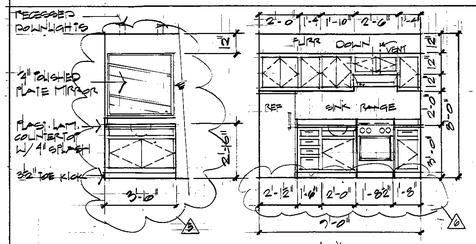
3/8" = 1'-0"



19 A-7 DRAFTING LAYOUT

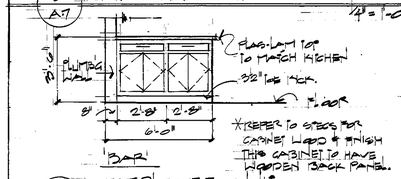
3/8" = 1'-0"

MILLWORK- MISC.



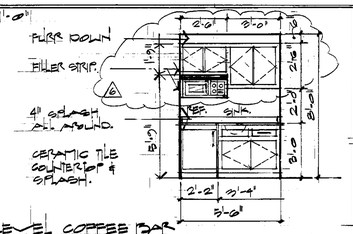
8 A-7 EMPLOYEE UNIT.

3/4" = 1'-0"



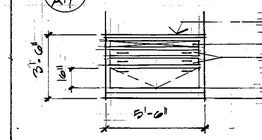
9 A-7 EMPLOYEE UNIT

3/4" = 1'-0"



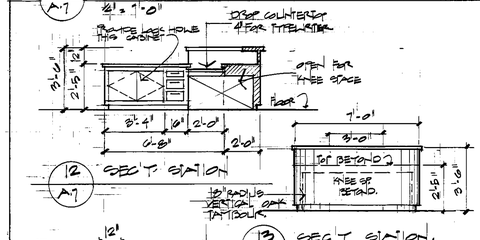
10 A-7 2ND LEVEL COFFEE BAR

1/2" = 1'-0"



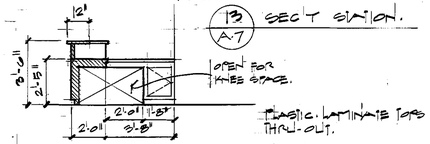
11 A-7 PRINT MACHINE CABINET

1/2" = 1'-0"



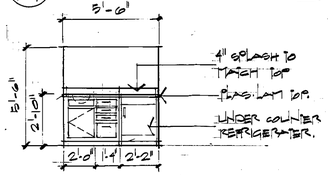
12 A-7 SECT. ELEVATION

13 A-7 SECT. ELEVATION.



14 A-7 SECRETARY'S STATION

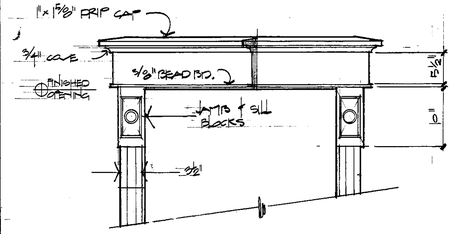
1/2" = 1'-0"



15 A-7 LOFT LEVEL WET BAR

1/4" = 1'-0"

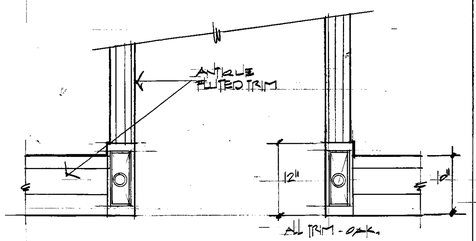
TRIM



4 A-7 INTERIOR DOOR & WINDOW HEAD TRIM

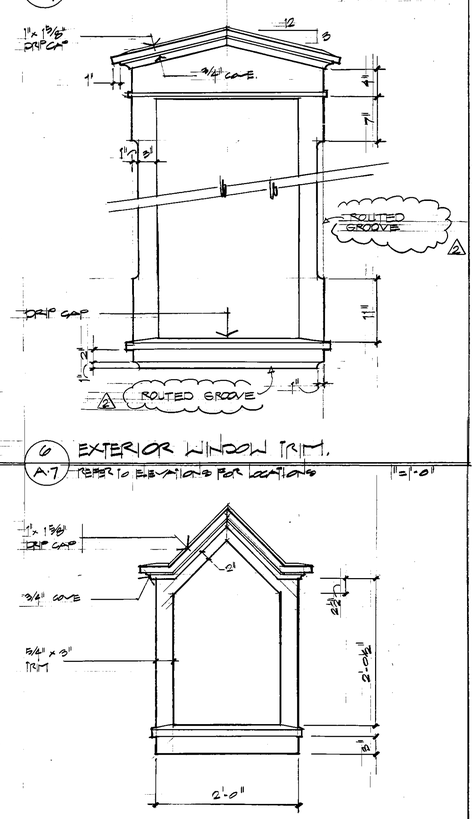
WINDOW SILL TRIM SIMILAR.

1"=1'-0"



5 A-7 INTERIOR DOOR SILL TRIM.

1"=1'-0"



6 A-7 EXTERIOR WINDOW TRIM.

REFER TO ELEVATIONS FOR LOCATIONS

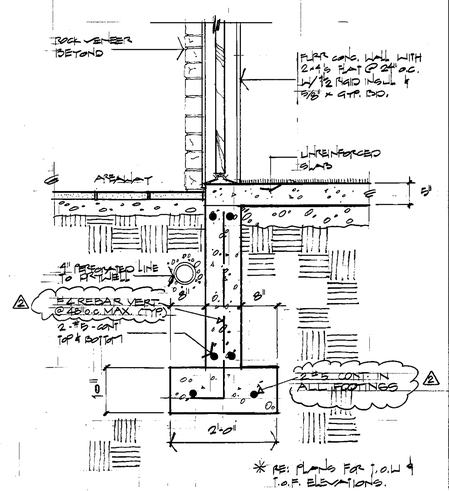
1"=1'-0"

7 A-7 EXTERIOR WINDOW TRIM

REFER TO ELEVATIONS FOR LOCATION

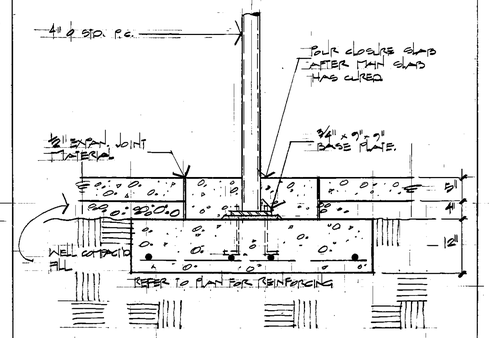
1"=1'-0"

DETAILS



1 A-7 SECTION @ AREAWAY

3/4" = 1'-0"



2 A-7 COLUMN FOOTING

3/4" = 1'-0"

STATE OF COLORADO
EUGENE LOUIS BAKER
89-1130
LICENSED ARCHITECT

EUGENE LOUIS BAKER
ARCHITECT
STERLING BLOCK P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

REVISIONS:

1 JULY 8, 1982

2 AUGUST 12, 1982

DATE: 4·12·82

DRAWN BY: TRAT

CHECKED BY:

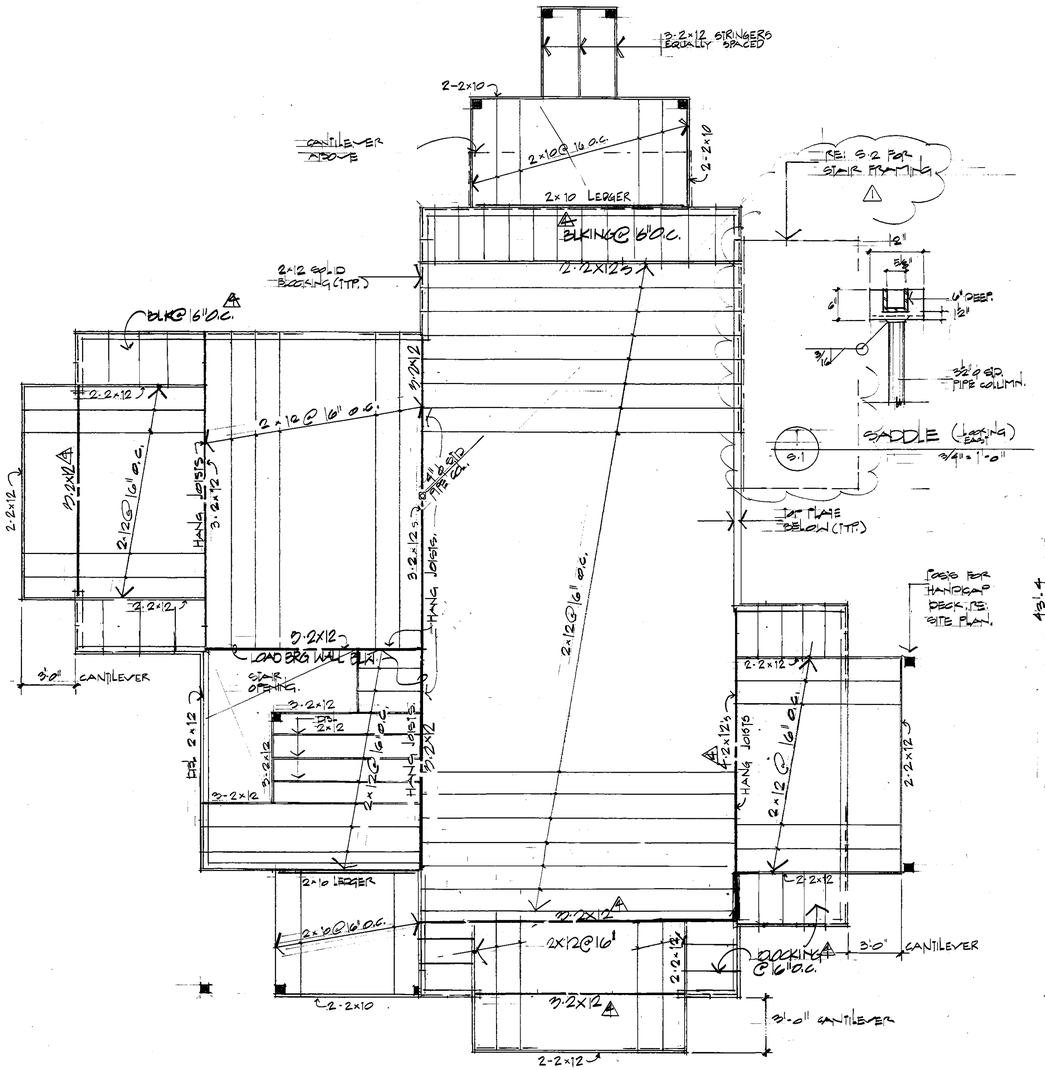
2 AUGUST 17 1982.
SEPT. 20 '82

BIG SKY BUILDING

DETAILS, TRIM & MILLWORK.

SHEET NUMBER

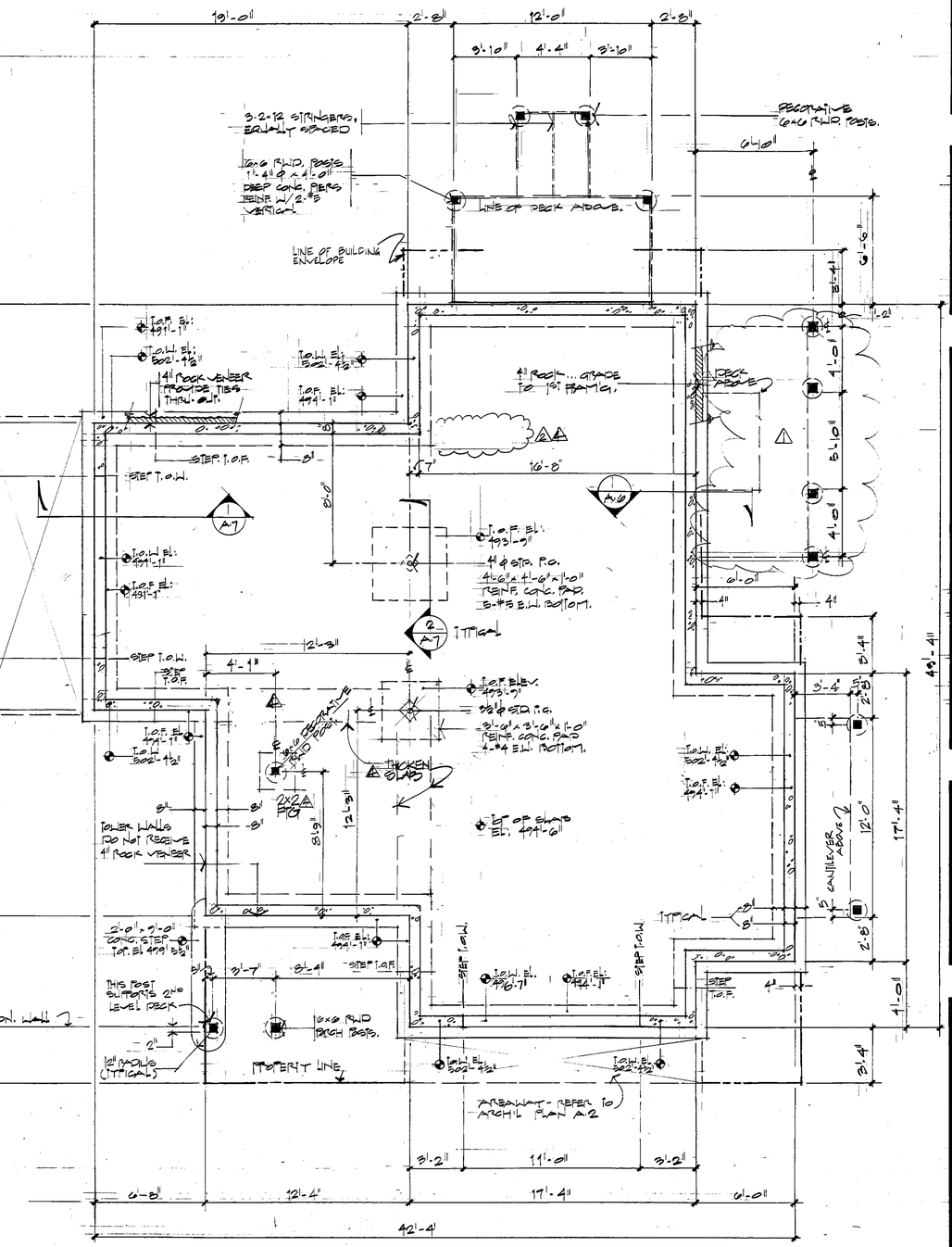
A-7



NOTE:
USE SIMPSON 'LUS' JOIST HANGERS WHERE SHOWN ON PLANS.

FIRST FRAMING PLAN

1/4" = 1'-0"



FOUNDATION PLAN

1/4" = 1'-0"

NOTE:
T.O.F. = TOP OF FOOTING
T.O.W. = TOP OF WALL
EL. = ELEVATION.

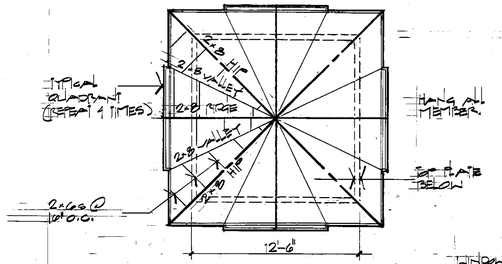
REVISIONS:
1 MAY 12 '82
2 JULY 8, 1982
3 AUGUST 12, 1982
DATE: 4.26.82
DRAWN BY: TRM, JR, BSA
CHECKED BY: MPH.

BIG SKY BUILDING

FOUNDATION PLAN, BASEMENT FRAMING
FIRST FLOOR FRAMING

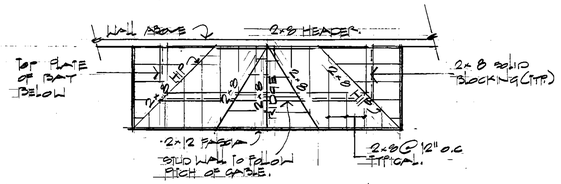
EUGENE LOUIS BAKER
ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

SHEET NUMBER
S-1



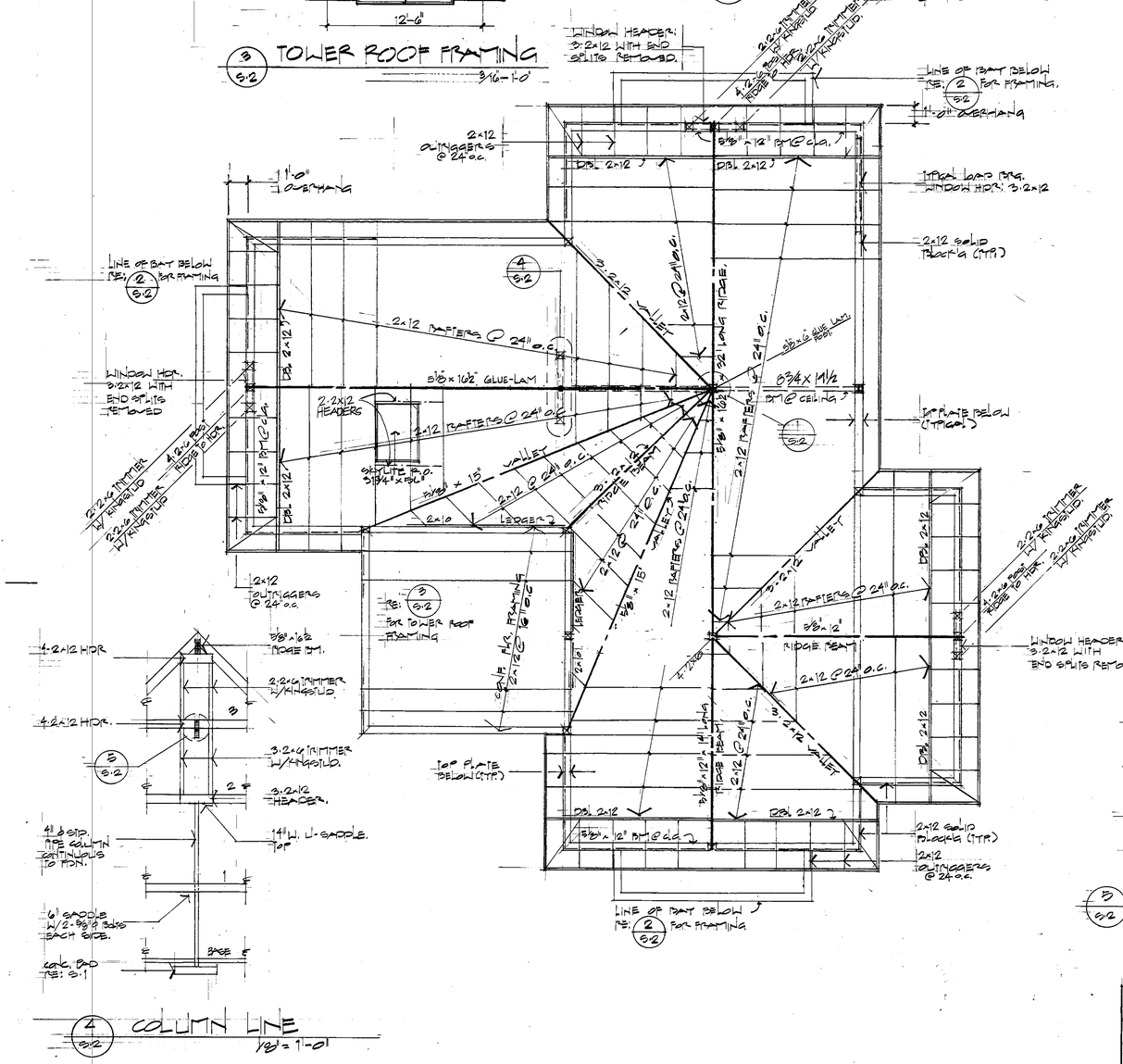
3 / 5.2 TOWER ROOF FRAMING

3/16"=1'-0"



2 / 5.2 BAT ROOF FRAMING

1"=1'-0"



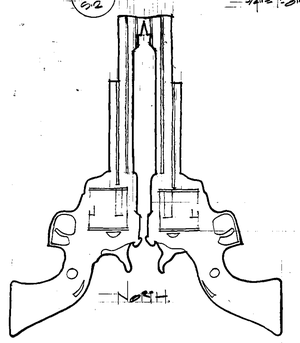
4 / 5.2 COLUMN LINE

1/8"=1'-0"



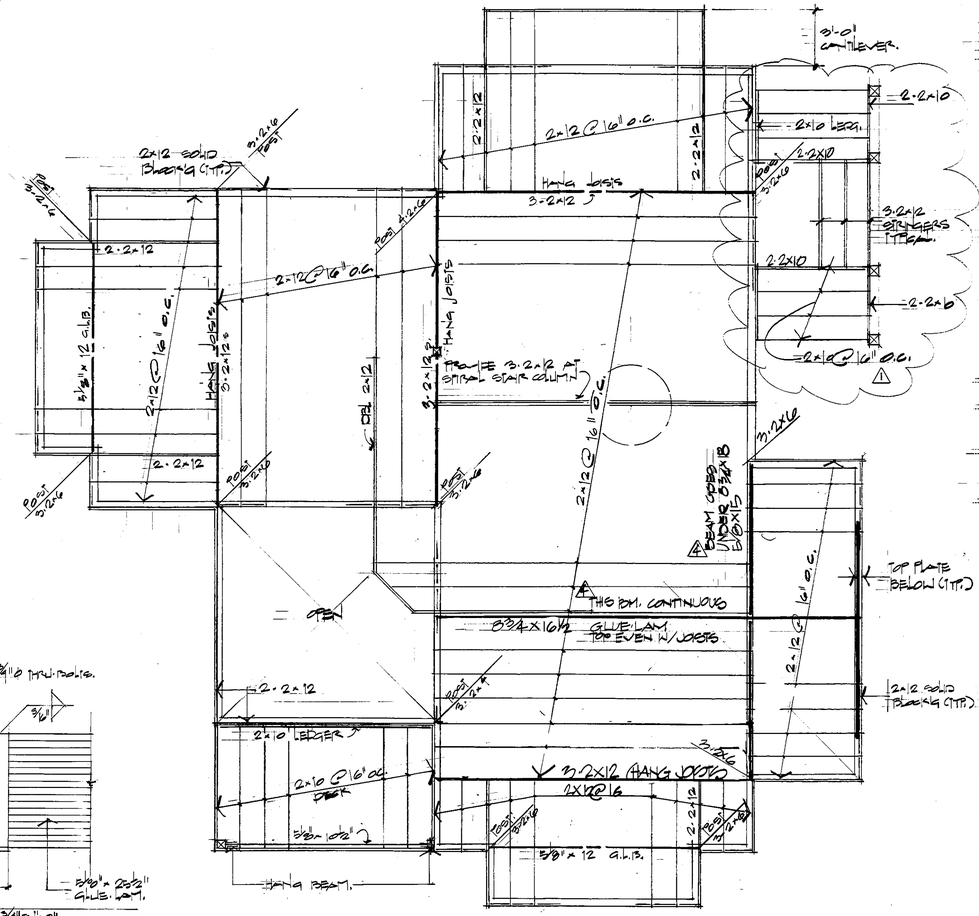
5 / 5.2 SADDLE.

3/4"=1'-0"



ROOF FRAMING PLAN

1/8"=1'-0"



SECOND FRAMING PLAN

1/8"=1'-0"

REVISIONS:
1 MAY 13 '82
2 JULY 6, 1982
3 AUGUST 12, 1982

DATE: 4.26.82
DRAWN BY: TRAY PLUMB
CHECKED BY: MPH.

BIG SKY BUILDING

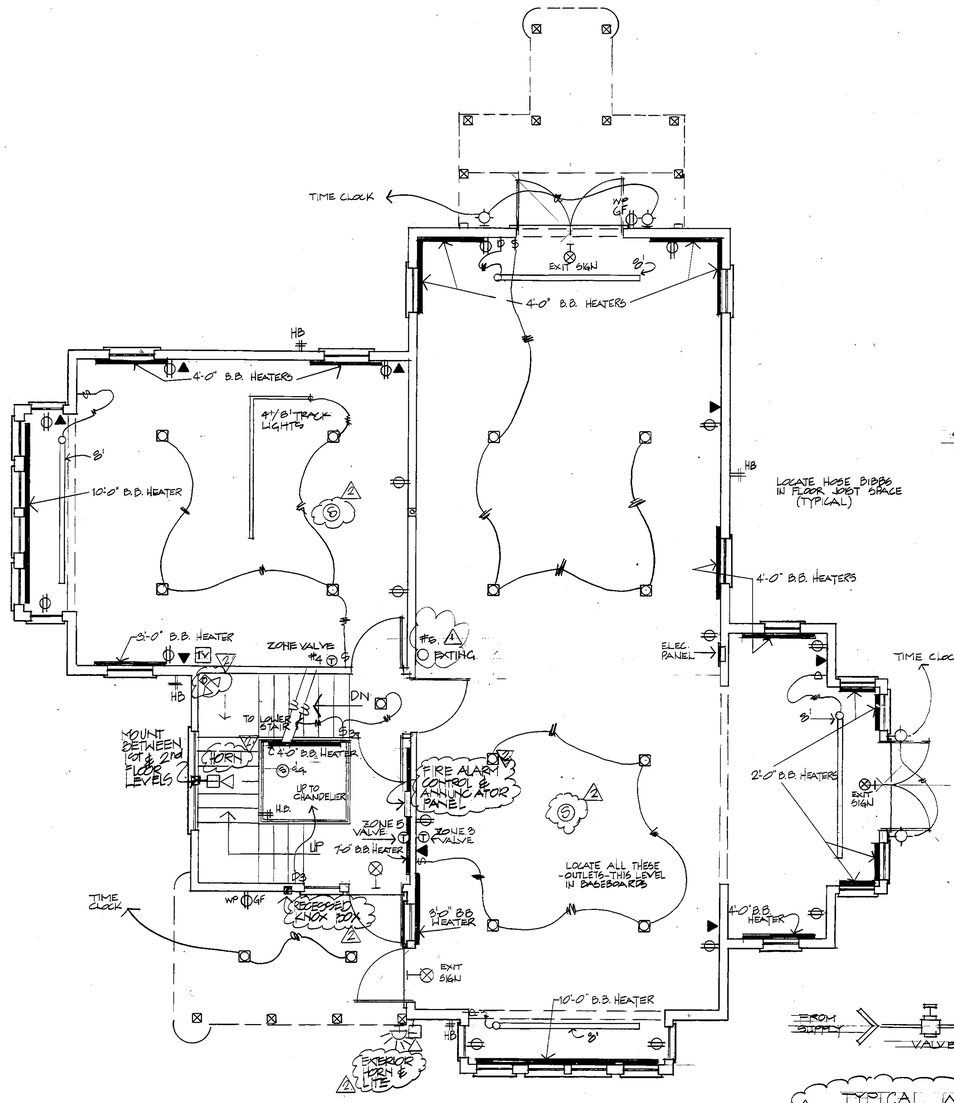
SECOND FLOOR FRAMING, TOWER & ROOF FRAMING

EUGENE LOUIS BAKER ASSOCIATES
ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

SHEET NUMBER
S-2

KEY TO SYMBOLS -ELECTRICAL-

- DOUBLE RECEPTACLE OUTLET
- GF — GROUND FAULT INTERRUPTER OUTLET
- WP GF — WATERPROOF GROUND FAULT INTER. OUTLET
- WALL MOUNTED FOUR-PLEX OUTLET
- S — SWITCH
- $_3$ — THREE-WAY SWITCH
- ϕ — DIMMER SWITCH
- ϕ_3 — THREE-WAY DIMMER SWITCH
- C — RECESSED WALL WASH FIXTURE
- EXIT SIGN FIXTURE
- S — SMOKE DETECTOR
- HB — HOSE BIBB (FREEZE PROOF)
- TELEPHONE JACK
- TELEPHONE JACK BY OTHERS
- FLOOR MOUNTED TELEPHONE JACK
- FLOOR MOUNTED DBL. RECEP. OUTLET
- SWITCHED OUTLET-LOWER HALF ONLY
- WALL MOUNTED FIXTURE
- RECESSED LIGHT AND FAN
- SURFACE MOUNTED FIXTURE
- RECESSED CEILING FIXTURE
- SURFACE MOUNTED PULLCHAIN
- FLUOR. CEILING MOUNTED FIXTURE
- INCAND. TRACK FIXTURE
- FLUOR. UNDER COUNTER FIXTURE



FIRST LEVEL PLAN

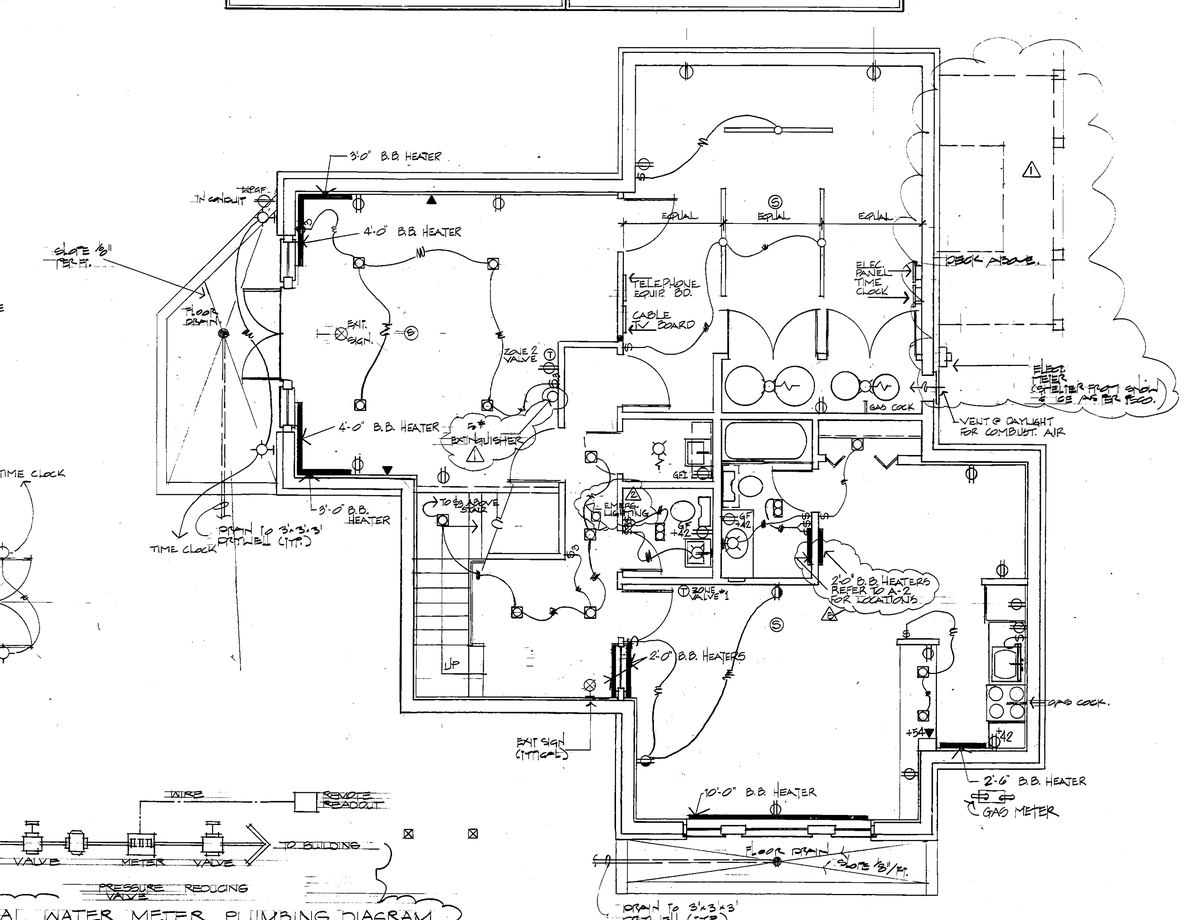
SCALE ¼"=1'-0"

BREAKER NOTE: 1 - SHUNT TRIP BREAKER 2 - GROUND FAULT BREAKER (NT) 3 - GAS PUMP BREAKER 4 - BREAKER LOCK

120/240, 10, 3W: FLUSH — MIN BKR IC 10000A — MLO 100A

PANEL L1A

LOAD DESCRIPTION	NT	#R	CB/P			CB/P	#R	NT	LOAD DESCRIPTION
LIGHT-TENANT			20/1	1	2	20/1			TENANT -LIGHT
LIGHT-TENANT			20/1	3	4	20/1			TENANT -LIGHT
SPARE-			20/1	5	6				-SPACE
SPARE-			20/1	7	8				-SPACE
RECPT-TENANT		8	20/1	9	10	20/1	8		TENANT -RECPT
RECPT-TENANT		8	20/1	11	12	20/1	8		TENANT -RECPT
RECPT-TENANT		8	20/1	13	14	20/1			-SPARE
RECPT-TENANT		8	20/1	15	16	20/1			-SPARE
SPACE-				17	18				-SPACE
SPACE-				19	20				-SPACE



BASEMENT LEVEL PLAN

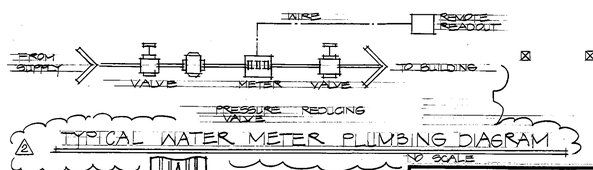
SCALE ¼"=1'-0"

BREAKER NOTE: 1 - SHUNT TRIP BREAKER 2 - GROUND FAULT BREAKER (NT) 3 - GAS PUMP BREAKER 4 - BREAKER LOCK

120/240, 10, 3W: SURFACE — MIN BKR IC 10000A — MLO 225A

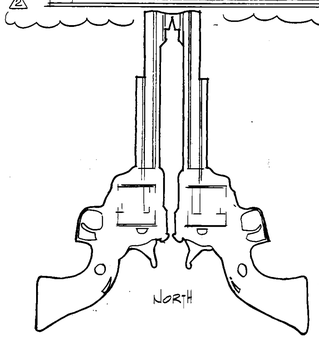
PANEL L1A

LOAD DESCRIPTION	NT	#R	CB/P			CB/P	#R	NT	LOAD DESCRIPTION
LIGHT-TENANT			20/1	1	2	20/1			EMPLOYEE UNIT -MISCL
LIGHT-TENANT			20/1	3	4	20/1			EMPLOYEE UNIT -MISCL
SPARE-			20/1	5	6	20/1			EMPLOYEE UNIT -MISCL
SPARE-			20/1	7	8	20/1			EMPLOYEE UNIT -MISCL
RECPT-TENANT		8	20/1	9	10	20/1			REFR., DISPL. -APPLN
RECPT-TENANT		8	20/1	11	12	20/1			DISHWASHER -APPLN
MISCL-HEATING CONTROL			20/1	13	14	50/2			RANGE -APPLN
SPARE-			20/1	15	16				----------
SPACE-				17	18				-SPACE
SPACE-				19	20				-SPACE



TYPICAL WATER METER PLUMBING DIAGRAM

NO SCALE



REVISIONS:
- MAY 18, 1982
- JULY 8, 1982
- AUGUST 12, 1982
- AUGUST 17, 1982
- SEPTEMBER 28, 1982

DATE: 4.26.82
DRAWN BY: BJ
CHECKED BY: TGL MH

BIG SKY BUILDING

COMBINED ELECTRICAL & MECHANICAL PLANS

STATE OF COLORADO — EUGENE LOUIS BAKER — B-1130 — LICENSED ARCHITECT

EUGENE LOUIS BAKER
ARCHITECT
STERLING BLOCK P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-8880

SHEET NUMBER
EM-1

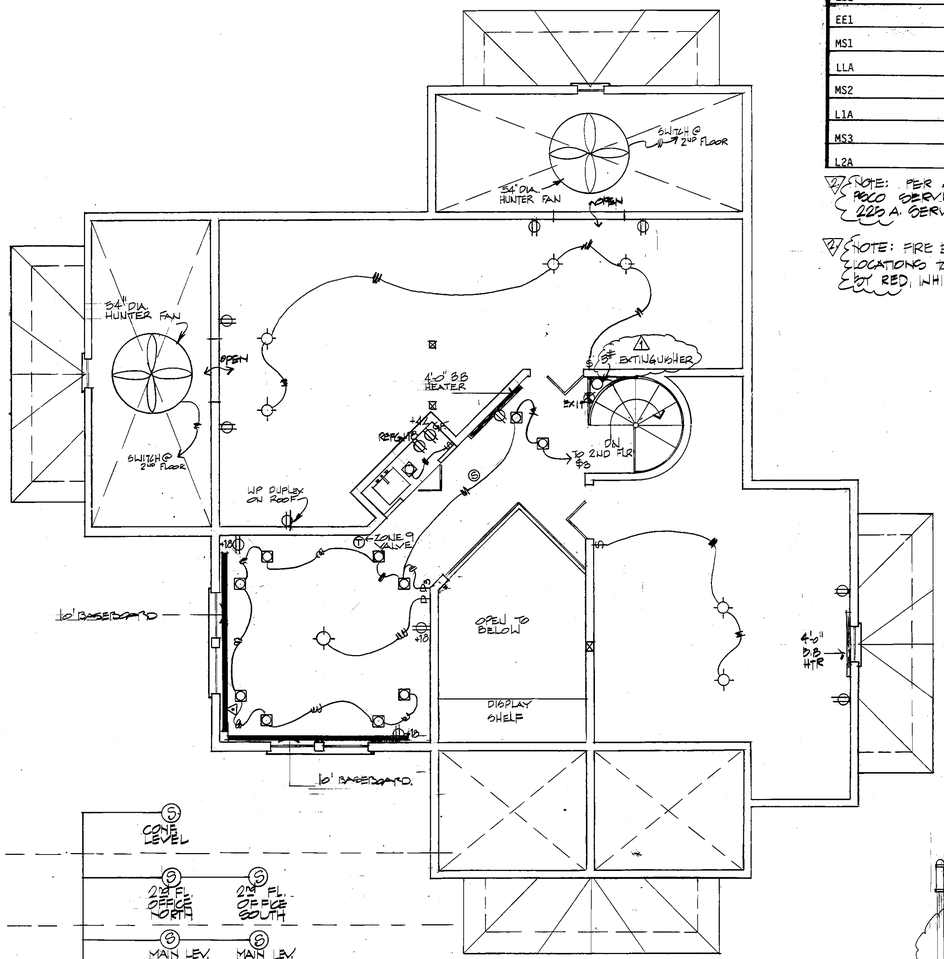
ONE-LINE DIAGRAM RATING

SERVICE TYPE:	PEDESTAL
SERVICE CONNECTION:	120/240V, 1P, 3W
AVAILABLE SHORT CIRCUIT CURRENT:	21800 A SYM X/R = 3.50
SYSTEM POWER FACTOR:	.00
SERVICE ENTRANCE FEEDER (SEF): (SEG):	2-2 1/2-3-250-AL-THW 1#3/0AL TO COLD WATER PIPE 1#3/0AL TO BUILDING STEEL 1#3/0AL TO UFER
METERING: MT1	SELF CONTAINED WATTHOUR METER

ITEM DESIGNATION	EQUIPMENT RATINGS	FEEDER NO. COND WIRE INSL WIRE SIZE TYPE
MB1	400A BUS	
ES1	30A SW - 20A FU FRN	
EE1		1/2-3#12 -CU-TW
MS1	200A SW - 150A FU FRN	
LLA	225A MLO	1 1/2-3#1/0-CU-THW
MS2	100A SW - 100A FU FRN	
L1A	100A MLO	1 1/4-3#1 -CU-THW
MS3	200A SW - 125A FU FRN	
L2A	225A MLO	1 1/4-3#1 -CU-THW

(7) NOTE: PER AGREEMENT W/ PSCO SERVICE SHALL BE 225 A. SERVICE

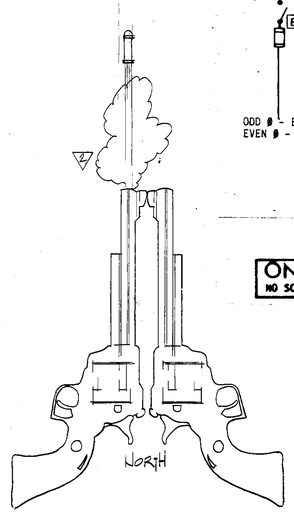
(8) NOTE: FIRE EXTINGUISHER LOCATIONS TO BE APPROVED BY RED, WHITE AND BLUE

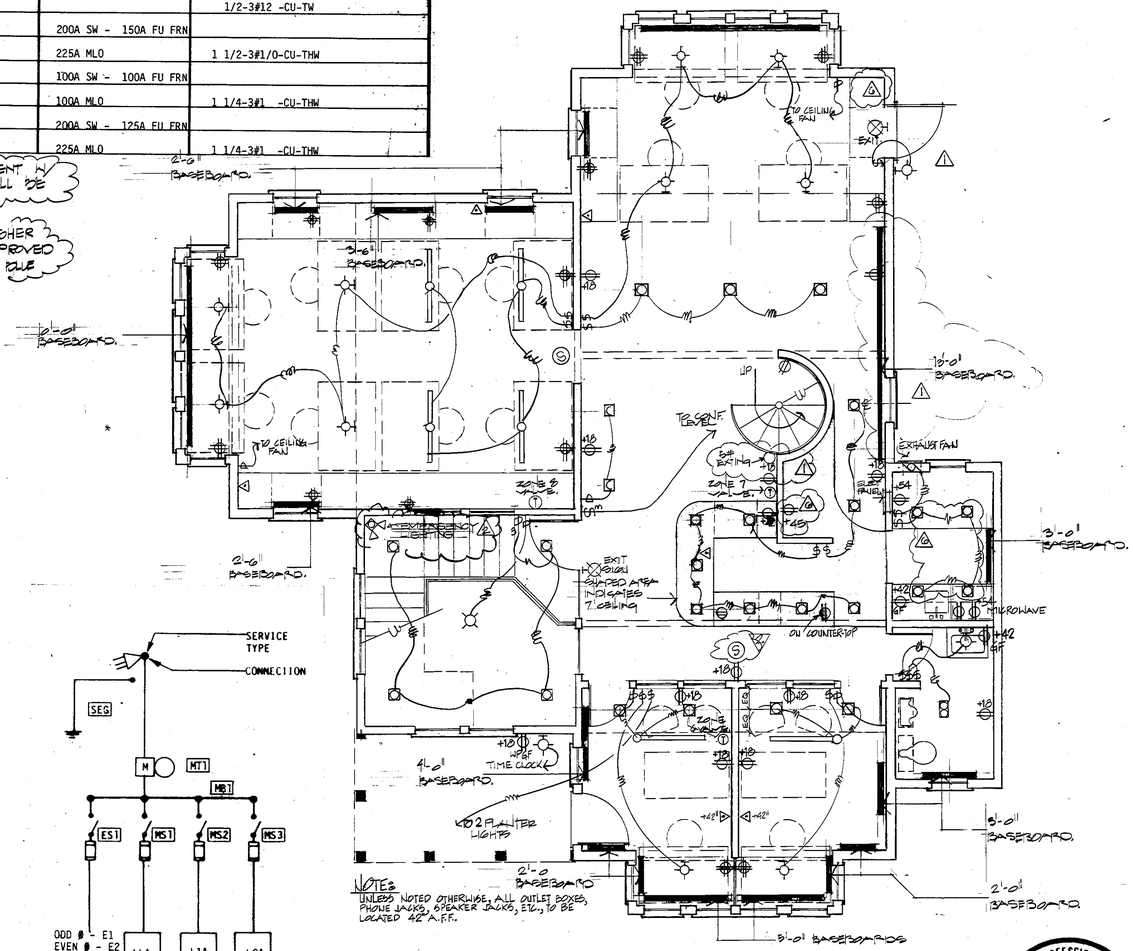


FIRE ALARM SYSTEM ONE LINE DIAGRAM

CONF. LEVEL PLAN

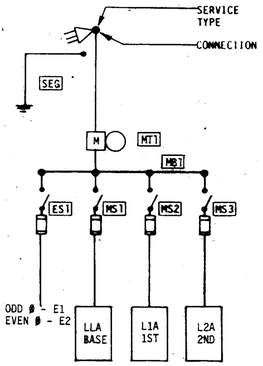
SCALE 1/4"=1'-0"





SECOND FLOOR PLAN

SCALE 1/4"=1'-0"



ONE-LINE DIAGRAM

NO SCALE

BREAKER NOTE: 1 - SHUNT TRIP BREAKER 2 - GROUND FAULT BREAKER (NT) 3 - GAS PUMP BREAKER 4 - BREAKER LOCK

120/240, 10, 3W: FLUSH — MIN BKR-IC 10000A — MLO 225A

PANEL L2A

LOAD DESCRIPTION	NT	#R	CB/P			CB/P	#R	NT	LOAD DESCRIPTION
LIGHT-TENANT			20/1	1	2	20/1			TENANT -LIGHT
LIGHT-TENANT			20/1	3	4	20/1			TENANT -LIGHT
SPARE-			20/1	5	6	20/1			-SPARE
SPARE-			20/1	7	8	20/1			-SPARE
RECPT-TENANT		8	20/1	9	10	20/1	8		TENANT -RECPT
RECPT-TENANT		8	20/1	11	12	20/1	8		TENANT -RECPT
RECPT-TENANT		8	20/1	13	14	20/1			-SPARE
RECPT-TENANT		8	20/1	15	16	20/1			-SPARE
SPACE-				17	18				-SPACE
SPACE-				19	20				-SPACE

REGISTERED PROFESSIONAL ENGINEER — ROBERT E. CLAY #3361 — STATE OF COLORADO

REVISIONS:
1 MAY 18, '82
2 JULY 8, 1982
3 AUGUST 12 1982
4 SEPT. 28 1982

DATE: 4.26.82
DRAWN BY: BJEBA
CHECKED BY: PEAT, MTH.

BIG SKY BUILDING

COMBINED ELECTRICAL & MECHANICAL PLANS

STATE OF COLORADO — EUGENE LOUIS BAKER — B-1130 — LICENSED ARCHITECT

EUGENE LOUIS BAKER
ARCHITECT
P.O. BOX 931
STERLING BLOCK
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

SHEET NUMBER
EM-2

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 01/22/2025 (for 01/28/2025)
Subject: Lighting Code Modifications (First Reading)

Town Council Goals (Check all that apply)

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

Summary
The primary code changes include an adjustment to the enforcement and penalties section from a court summons to an escalating fine structure, removal of the lighting section in the ridgeline and hillside development policy, and the addition of an exemption for building code required emergency lighting. Although, not reflective in the code amendments, per the Town Council discussion on January 14, staff will not implement enforcement of the proposed fine structure until January 2, 2026 to allow for a 6-month grace period.

Background
These code changes were brought before the Town Council at the January 14 meeting for a work session. Council was supportive of moving forward with the changes and the addition of a 6-month grace period. Council requested additional outreach to the community and to utilize a 6-month grace period to ensure a robust outreach effort. Staff has acknowledged these concerns with the creation of a comprehensive outreach and engagement plan to be presented by the Marketing division at the January 28 meeting. There have been no changes to the proposed code changes since the work session.

Enforcement
Staff will implement a 6-month grace period for enforcement of the July 1 compliance date, meaning staff would not issue any fines until January 2, 2026. The 6-month grace period would allow property owners additional time to retrofit or replace their fixtures to meet the lighting code requirements, if necessary, without changing the July 1 compliance date.

Public Outreach/engagement
Staff has assembled a collection of resources, information, and a frequently asked questions (FAQs) on our Exterior Lighting webpage breckdarksky.com. In addition to the webpage, we have a dedicated lighting email (lighting@townofbreckenridge.com) and phone line (970-453-3153) which is directed to two of our Planners to answer questions. Staff will also be holding monthly public drop-in meetings to answer questions on the program and assist with technical lighting questions, the first of which will be January 27 and February 7 at the recreation Center. The Marketing division will provide a comprehensive outreach and engagement plan to build upon and support the program efforts.

Financial Implications
For any events and future letters, we will be using the approved 2025 funds from the Community Development budget. There are no additional financial implications at this time.

Equity Lens

In conjunction with the outreach and engagement plan developed by the Marketing division, staff will continue to evaluate all Dark Sky efforts with the equity lens moving forward.

Staff Recommendation
The purpose of this work session is to propose changes to the current Exterior Lighting Code to adjust the enforcement and penalties section, add an exemption for a specific type of emergency lighting, and include additional minor wording changes requested by DarkSky International. The code changes attached are in strike and underline.

The primary code changes include:

1. Add an exemption for emergency lighting required by building code for emergency egress in the event of a power failure. (Section 9-12-7 & section 9-12-8)
   Staff comment: Staff is proposing this addition to exempt emergency lighting required by building code because this type of lighting is only used in the event of a power failure and is battery powered and not connected to a light switch. While it will be exempted, Staff will work with the Building Division to encourage that Dark Sky compliant lighting is installed whenever possible. Staff has verified with DarkSky International that this is an acceptable exemption.

2. Remove the exterior lighting section from section 9-1-19-8A Ridgeline and Hillside Development and add lights in or attached to trees to the prohibited lighting section. (Section 9-12-9)
   Staff comment: Staff is proposing the removal of this section to ensure any lighting regulations are located within the Exterior Lighting code section. The only portion of this section that did not already exist in the Exterior Lighting code section is proposed to be added.

3. Replace the existing enforcement section, currently requiring a summons in an instance of a violation, to a fine schedule similar to that in the sign code section 9-15-24. (Section 9-12-15)
   Staff comment: Staff is proposing to remove the existing enforcement section which has been determined to be more severe than needed which currently is an immediate court summons. Staff proposes to remove the immediate court summons, finding it harsh, and implement an escalating fine schedule similar to the sign code. The sign code fine schedule is structured to handle instances of the same violation and would only go to a court summons after repeated fines.

4. Clarify language to fix continuity issues and adjust wording as requested by DarkSky International.

Staff recommends the Town Council approve the Exterior Lighting Code modifications at first reading.

COUNCIL BILL NO. ___

Series 2025

A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE PROPERTY.

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

Section 1. That subsection of section 9-1-19-8A entitled "Ridgeline and Hillside Development" be amended by deleting the language stricken to read as follows:

~~H. Exterior Lighting: The visibility of exterior lighting on sloped lots and structures on ridges shall be limited to lighting for safety and security. All exterior lighting shall be designed to minimize off site visibility and glare. Exterior lighting shall incorporate the lowest wattage possible to achieve the purpose of safety and security. Only full cutoff light fixtures are permitted. Exterior light fixtures attached to a building for the purpose of site lighting shall not exceed 15 feet from finished grade or 7 feet from the finished floor of an upper story deck. Freestanding lamps shall not exceed 7 feet in height from finished grade. The use of motion detectors or timers on exterior lighting is strongly encouraged. No floodlights are permitted. All exterior lighting shall be oriented so that the light projection falls within the platted building envelope (where one exists), unless for the purpose of entry and/or driveway lighting. A single full cutoff light fixture may be used on an address monument. Low pressure sodium lighting is preferred. Should alternative lighting sources be utilized, bulbs shall be limited to forty watts (40 W). Light fixtures in or attached to trees are prohibited.~~

Section 2. That section 9-12-7 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

DECORATIVE LIGHTING: Decorative string lighting, consisting of bulbs no larger than three inches <u>when measured from the base to the tip of the bulb</u>, that outlines a building or structure following the trim line on an eave, window or railing; or decorative string lighting in trees; or decorative string lighting between commercial or mixed use buildings or to a post or

structure forming a canopy over a walkway. ~~Decorative lighting does not fill in building features such as walls and roofs.~~

EMERGENCY LIGHTING: Lighting used by a police department, fire department, or other governmental entity for the purpose of public safety; or lighting required by the building code for means of emergency egress illumination in the event of a power supply failure. No part of this definition is intended to allow lighting not required by building code or used by governmental entities to qualify as emergency lighting.

MOTION SENSOR: A mechanism for controlling illumination by turning lights on when activated by motion and remaining on during activity for a maximum of ~~thirty (30)~~ five (5) minutes following the last detection of motion.

NITS: A unit of measurement used to quantify the intensity of light reflected from a given surface. One nit is equal to one candela per square meter.

OPAQUE LIGHT FIXTURE: An outdoor light fixture with walls that house the light source that are comprised of a solid material, unable to be permeated by light. Glass is not considered opaque; however, glass on a fixture is acceptable if the glass is flat, horizontal, and does not allow any light to be emitted above the horizontal plane or if the glass portion of the fixture is located below the lowest point of the bulb, is not mirrored, and does not allow any light to be emitted above the horizontal plane.

RETROFIT FIXTURE: An existing ~~legal~~ nonconforming fixture ~~as described in section 9-12-6B of this chapter~~ that has a permanent opaque lining applied to it which extends to the lowest portion of the bulb or lower, or other permanent modification to the fixture approved by the director that brings such fixture ~~and light source~~ into compliance with the requirements of this section. Paint shall not be considered a permanent opaque lining.

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

Section 3. That subsection of 9-12-8 entitled “Exemptions” be amended by deleting the language stricken and adding the language underlined to read as follows:

A. Emergency Lighting:

1. Temporary lighting required for public safety in the reasonable determination of public safety officials with authority, or

2. Permanently installed, battery powered lighting located at an emergency egress for a building. This lighting shall be lit temporarily in the instance of a power outage.

B. Decorative Lighting: All decorative lighting shall:

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

2. Be allowed in trees.

3. Be allowed over walkways between commercial and mixed use buildings.

~~2~~4. Be limited to two (2) of the following features on a building:

a. The building roof eave line;

b. The building window and door trim;

c. Building columns; or

d. Railings.

~~3~~5. Not protrude from the upper wall plane or the roof of a structure or ~~fill in such features on~~ entirely cover a wall or roof of a structure. ~~Lighting on a building shall be in a singular strand along the eaves, window trim or railings.~~

~~4~~6. Consist only of LED bulbs.

~~5~~7. Not exceed 3 inches in size when measured from base of the bulb to the tip of the bulb.

~~6~~8. Not blink or ~~rotate~~ move, nor create a hazard or nuisance from glare. Decorative lighting shall be maintained in good working condition at all times.

~~7~~9. Commercial uses in Lighting Zone 1 has a curfew of two o'clock (2:00) A.M. All other decorative lighting has a curfew of eleven o'clock (11:00) P.M.

G . Architectural Accent Lighting: Fixtures must be fully shielded and their light must be downcast. Lamp color shall be a warm white color, with a CCT that does not exceed three thousand kelvins (3,000 K). Lighting to accent an architectural element must be aimed or shielded to prevent lighting of the night sky, with a maximum of one (1) lighted architectural accent feature, lighted by a maximum of one (1) fixture or LED lighting strip per ~~feature~~ property of not more than nine hundred (900) emitted lumens ~~per property~~. Uplighting is permitted if the illumination is effectively contained within an overhanging architectural element and is a maximum of one (1) fixture per feature of not more than eight hundred (800) emitted lumens. Light fixtures in or attached to trees are not permitted as architectural accent lighting.

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

The following are prohibited within the town:

A. An unshielded fixture or lamp for outdoor lighting except as exempted in other sections of this chapter;

B. A searchlight;

C. A laser light;

D. A semiopaque or transparent backlit canopy or awning; ~~and~~

E. Any lighting that does not comply with the requirements of this chapter~~.~~ ; and

F. Light fixtures in or attached to trees except as exempted in other sections of this chapter.

Section 5. That subsection of section 9-12-11 entitled “Lighting Standards” be amended by deleting the language stricken and adding the language underlined to read as follows:

A.

1. Fully Shielded: Only fully shielded, downcast, opaque fixtures are permitted except as exempted in other sections of this chapter.

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

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

b. Be fully shielded and downcast;

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

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

1. Fixtures: Semi-opaque fixtures are allowed in LZ-1 and are not required to be fully shielded or downcast ~~provided they are fully shielded and downcast~~.

Section 6. That subsection of section 9-12-12 entitled “Lighting Standards for Specific Uses” be amended by deleting the language stricken and adding the language underlined to read as follows:

3. Recreational Facilities: Lighting for fields, courts, ice rinks, or tracks shall not exceed maximum illuminance criteria as defined by the Illuminating Engineering Society (IES). Exterior sports arenas, with exterior light fixtures for the playing area, shall be illuminated only for scheduled events and extinguished within one-half (1/2) hour after the conclusion of the final event of the day. The remainder of the facility lighting, except for reasons of security, shall be extinguished at ten o'clock (10:00) P.M. or within one-half (1/2) hour after the end of an event, whichever is later. Exterior sports arenas, with exterior lighting fixtures for the playing area, shall have the illumination level determined by the sport of play in each event. Light levels shall be reduced for sports that require less than the maximum available lighting for the field based on IES sports lighting standards. Uplighting is allowed if required for the sport of play contemplated in the design of the recreational facility.

Section 7. That subsection of section 9-12-13 entitled “Lighting Standards for Specific Types” be amended by deleting the language stricken and adding the language underlined to read as follows:

A. Standards for Specific Types:

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

2. Signage Illumination: All signage shall comply with chapter 15 of this title. Signage utilizing lighting shall have fixtures mounted to the top of the sign structure and aimed downward onto the sign from above. Fixtures shall be fully shielded so that light is directed only onto the sign face and not aimed at the sky, adjacent streets, roads or

properties. Luminance shall not exceed ~~nine (9) foot-candles or~~ one hundred (100) nits (one hundred (100) candelas per square meter) during the first hour after sunset, and lighting must be fully extinguished one (1) hour after sunset or within one-half (1/2) hour of the end of normal business hours, whichever is later.

Section 8. That section 9-12-15 of the Town of Breckenridge Exterior Lighting Code be amended by deleting the language stricken and adding the language underlined to read as follows:

9-12-15: VIOLATIONS; PENALTIES; ENFORCEMENT:

~~A. It shall be unlawful and a misdemeanor offense for any person to fail to comply with the requirements of this chapter. Every person convicted of a violation of any provision of this chapter shall be punished as provided in title 1, chapter 4 of this Code.~~

~~B. In addition to other remedies available to the town, the town may commence an action pursuant to section 1-8-10 of this Code to enjoin the alleged violation of any provision of this chapter, or to compel compliance with any provision of this chapter. Any remedies provided for in this chapter shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law. (Ord. 21, Series 2007; amd. Ord. 5, Series 2024. Formerly 9-12-14)~~

A. General: It is an infraction as defined in section 1-3-2 of this Code for any person to violate any of the provisions of this chapter. Each such person shall be liable for a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed, continued, or permitted, and shall be punished accordingly.

B. Fine Schedule: Any person found to have violated any provision of this chapter, or against whom a default judgment has been entered for any violation of this chapter shall be punished by a fine as follows:

Offense No.	**Fine Amount**
First offense	$250.00
Second offense	$500.00
Third offense and each subsequent offense	As determined by the Municipal Judge subject to the limits in section 1-4-1-1 of this Code

C. When Penalty Assessment Procedure May Be Used; When Mandatory Court Appearance Required: A defendant's first two (2) alleged violations of this chapter may be written as penalty assessments. A defendant's third and each subsequent alleged violation of this chapter shall require a mandatory court appearance.

D. Injunctive Relief: In addition to other remedies available to the town, the town may commence an action pursuant to section 1-8-10 of this Code or other applicable law to enjoin the alleged violation of any provision of this chapter, or to authorize and compel the removal, termination, or abatement of such violation.

E. Additional Remedies: Any remedies provided for in this chapter shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law.

Section 9. That subsection of section 9-15-18 entitled "Sign Design Standards – Generally" be amended by deleting the language stricken and adding the language underlined to read as follows:

C. Lighting Standards: All sign lighting shall comply with signage illumination requirements listed in section ~~9-12-12~~ 9-12-13 of this title and the lighting zone limitations listed in section 9-12-11 of this title.

Section 10. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

Memo

To: Town Council
From: Teddy Wilkinson, Sustainability & Alternative Transportation Administrator
Aubrey Ciol, Grant Administrator
Date: 1/22/2025 (for 1/28/2025 Town Council meeting)
Subject: State of Colorado Intergovernmental Grant Agreement for Community Accelerated Mobility Project (Resolution)

Town Council Goals (Check all that apply)

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

Summary
In November the Town received notice of award from the Colorado Energy Office and Community Access Enterprise for $500K in grant funding to support the implementation of Breck E-Ride e-bikeshare program in 2025 and 2026. The attached Intergovernmental Agreement (IGA) with the State of Colorado serves as the legal agreement for the awarded Community Accelerated Mobility Project (CAMP) grant funding. The Town's charter requires that all IGAs be entered into by Town Council resolution.

Background
In 2023 the Town launched an e-bikeshare pilot that saw 19,574 trips taken. In 2024 the program was expanded, and ridership grew to 29,805 trips that year. At the 10/22/2024 work session, Town Council approved a 2025 program budget to continue and grow the Breck E-Ride, increasing the system size to 170 e-bikes and 30 hub locations. The awarded CAMP grant funds are intended to support the Town's e-bikeshare program implementation for the 2025 and 2026 operating seasons.

Public outreach/engagement
The Town conducted a feasibility study in 2021 that involved public outreach, including a public survey, an online input map, and four focus group meetings targeting stakeholder groups. An annual survey has been conducted during each operating season since.

Financial Implications
The agreement is structured so that $250k of grant funding will be reimbursed in conjunction with the 2025 e-bikeshare program implementation, and the remaining $250K to be reimbursed in conjunction with 2026 e-bikeshare program implementation. Reimbursed funds will reduce the cost burden to the Town for operating this program in 2025 and 2026.

Equity Lens
The Equity Lens was consulted in the planning and administration of the e-bikeshare program, and it was determined that the program helps to advance more equitable and inclusive outcomes.

Staff Recommendation
Staff recommend Town Council approve a resolution to enter into the attached Intergovernmental Agreement (IGA) with the State of Colorado, serving as the agreement for the awarded Community Accelerated Mobility Project (CAMP) grant funding.

RESOLUTION NO. _____

SERIES 2025

A RESOLUTION APPROVING AN INTERGOVERMENTAL AGREEMENT WITH THE STATE OF COLORADO FOR A COMMUNITY ACCELERATED MOBILITY PROJECT GRANT

WHEREAS, pursuant to Title XIV, Section 8.2 of the Colorado Constitution and Section 15.5 of the Town Charter, the Town of Breckenridge is authorized to enter into intergovernmental agreements with other governmental units; and

WHEREAS, the Town of Breckenridge has applied for and received a grant from the State of Colorado's Community Access Enterprise Board to develop and manage a Community Accelerated Mobility Project; and

WHEREAS, it is in the best interests of the public health, safety, and welfare of the residents of the Town of Breckenridge to approve the State of Colorado Intergovernmental Grant Agreement ("IGA") attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed IGA and finds and determines that it is necessary and appropriate to approve the IGA.

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

Section 1. The Intergovernmental Agreement with the State of Colorado for a Community Accelerated Mobility Project grant **(Exhibit "A"** hereto) is approved; and the Town Manager is authorized, empowered, and directed to execute such document and all related certificates and assurances as are required.

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

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

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By:_____
Kelly Owens, Mayor

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

Exhibit A

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency
Community Access Enterprise
Grantee
Town of Breckenridge
Grant Amount

State Fiscal Year 2025	$500,000.00
State Fiscal Year 2026 from SFY25	Any unused funds
State Fiscal Year 2027 from SFY26	Any unused funds

Total for all State Fiscal Years $500,000.00

Local Match Amount
State Fiscal Years 2025-2027 $570,200.00
Total for All State Fiscal Year $570,200.00
Grant Issuance Date
The date the State Controller or an authorized delegate signs this Grant Letter
Grant Expiration Date
January 31, 2027

Agreement Authority -
Pursuant to section 24-38.5-303(6)(b) the Community Access Enterprise Board may contract with public or private entities to conduct the affairs of the enterprise.

Grant Purpose

The purpose of this Agreement is for Grantee to develop and manage a Community Accelerated Mobility Project (CAMP) Implementation Phase project (hereinafter called “Project”).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, PII Certification.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.

3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification.
5. Exhibit B, Sample Option Letter.

Principal Representatives

For the State:

Edward Piersa

Community Access Enterprise

1960 Broadway Street, Suite 1960

Edward.piersa@state.co.us

For Grantee:

Teddy Wilkinson

Town of Breckenridge

150 Ski Hill Road

PO Box 168

Breckenridge, CO 80424

teddyw@townofbreckenridge.com

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee

Town of Breckenridge

_____

By: [Name & Title of Person Signing for Grantee]

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor

Community Access Enterprise

_____

By: Rev. Eugene Downing, Jr., Board Chair

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor

Colorado Energy Office
Will Toor, Executive Director

_____

By: Dominique Gómez, Deputy Director

Date: _____

Version: 11/2024

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Jonathon Bray, Controller, Office of the Governor

Effective Date:_____

Table of Contents

1. Grant 2
2. Term 3
3. Definitions 3
4. Statement of Work 6
5. Payments to Grantee 6
6. Reporting - Notification 7
7. Grantee Records 8
8. Confidential Information-State Records 8
9. Conflict of Interest 11
10. Insurance 11
11. Breach of Agreement 11
12. Remedies 11
13. Dispute Resolution 14
14. Notices and Representatives 14
15. Rights in Work Product and Other Information 15
16. Governmental Immunity 15
17. General Provisions 15
18. Colorado Special Provisions (Colorado Fiscal Rule 3-3) 17

Exhibit A, Statement of Work 1

Exhibit B, Sample Option Letter 1

Exhibit C-PII Certification ..... **Error! Bookmark not defined.**

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award

Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit A.

D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

F. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

G. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

H. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

I. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

J. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

K. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

L. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

Q. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

R. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

S. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

T. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

U. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

V. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

W. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

X. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

Y. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any State Fiscal Year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant Award Letter. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole

and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State

Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Grantee's duty and obligation to certify as set forth in Exhibit C shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee

shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the State may terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be

treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the State in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the State (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be

given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

1. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties' risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and

proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Contract and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

Exhibit A, Statement of Work

I. Project Description

The Community Access Enterprise (hereinafter called “CAE” or the “State”), in partnership with Colorado Energy Office (“CEO”), agrees to provide grant funding to the Town of Breckenridge (hereinafter called “Grantee”), who shall develop and manage a Community Accelerated Mobility Project (“CAMP”) Implementation Phase project (hereinafter called “Project”).

The scope of this Project is to resume and expand the Town of Breckenridge’s electric bike share (“e-bike share”) program (“Breck E-Ride”). Grantee has reported success for the first two years of the Breck E-Ride program; however, funding to continue this program beyond the 2024 season has been expended. Grantee will utilize CAMP grant funding to resume this program for its 2025 and 2026 seasons.

Reflecting the needs of the community and its stakeholders, the Project shall be actionable and built on the goals as outlined in this Statement of Work. The Project developed shall include, but not be limited to, the implementation and expansion of the Breck E-Ride program.

II. Work Tasks, Deliverables, and Timeline

Grantee shall develop a Project, including all of its stages and deliverables, with other key stakeholders, to provide a comprehensive approach that caters to the Town of Breckenridge’s diverse needs. As part of this grant, the Grantee shall work with a contractor to develop and manage the Project. The Grantee, through its selected contractor, shall be responsible for all work tasks and deliverables as outlined in this Statement of Work.

For the Project, the Grantee shall resume and expand its Breck E-Ride program for the 2025 and 2026 seasons. The Town will provide an in-kind match in the form of staff time of a dedicated Sustainability and Alternative Transportation Administrator to manage the program’s contractor and ensure all deliverables/outcomes are achieved as well as serve as the dedicated point-of-contact for the ongoing administration of grant funds. Grantee will also contribute Town of Breckenridge-owned bike racks for the program in addition to the use of an e-transit van to be used for the Project’s daily operations.

Grantee shall ensure protection of all confidential information, including, but not limited to, Personal Identifiable Information (“PII”) per CRS 24-73-101 et seq., CRS 6-1-713 et seq., and CRS 24-37.5-101 et seq., that is submitted in connection with this Project.

This Project will also include, but is not limited to, community stakeholder engagement activities, equity-based work, and Americans with Disabilities Act of 1990 (“ADA”) compliance.

- Community Stakeholder Engagement

Grantee will ensure that community members help shape the operations of the Project with bilingual (English and Spanish) and annual in-person outreach events, bilingual (English and Spanish) and annual surveys, and ongoing end-of-trip feedback from users. Accommodations for people with disabilities will be addressed as part of Grantee’s community stakeholder engagement as well. When applicable, the findings of Project’s community stakeholder engagement will be provided to CAE/CEO in connection with Grantee’s monthly progress reporting to CAE/CEO.

- Equity-Based Work

The Grantee will include a pricing structure in its Project that will be affordable to all community members, with membership options that are notably less than comparable micromobility programs. In addition to inexpensive base pricing, Breck E-Ride will offer an Equity Membership to any community members with incomes at or below 60% of the Area Median Income (“AMI”), giving a 50% discount off the monthly or season membership options. Additionally, the Breck E-Ride’s application, website, and hub signage will all be available in both English and Spanish. In past seasons, the Grantee has provided complimentary passes to programs like Mountain Mentors, that connect youth aged 8 to 16 years with adult mentors, as well as providing gift memberships to the local library for their summer reading program prizes, which promotes literacy in the community. These complimentary passes will continue to be distributed by Grantee and/or its contractor during this Project.

In determining the placement of hub locations, Grantee staff has worked closely with its Housing department to prioritize placement at or adjacent to 16 different workforce housing developments. These hub placements shall be operational during this Project.

When utilizing the Colorado Energy Office’s Transportation Equity Screening Tool, Grantee determined that eight of the existing hub locations are located within the Disproportionately Impacted Communities (“DICs”) area indicated in the tool’s map. All eight of these DIC-based hub locations will be operational for this Project.

- ADA

The Grantee and its contractor will ensure that all components of this Project are in compliance with the ADA to serve all people with disabilities. This includes, but is not limited to, ensuring ADA compliance with physical and digital resources. When applicable, Grantee

will provide documentation of such compliance to CAE/CEO in connection with its monthly progress reporting to CAE/CEO for this Project.

- Project Schedule

All Statement of Work activities must be completed by January 31, 2027. The project schedule as proposed by the Grantee (subject to change based on different variables) is included below. Any adjustments to the project schedule must be clearly communicated by the Grantee to CAE/CEO during monthly check-in meetings and reflected in monthly progress reports submitted by Grantee to CAE/CEO.

March 2025: Grantee will sign a new contract with a contractor, an e-bike share operator, for the 2025 season.

March 2025: Grantee will make an initial 50% deposit/payment to the contractor for the 2025 program, to initiate procurements and necessary expenditures for a planned May 1, 2025 operational launch.

March 2025: System planning, procurement, post jobs, and interview candidates.

April 2025: Onboard new employees, employee training, prelaunch equipment checks and service.

May 2025: Deploy e-bikes and hubs, activate system for use.

May through October 2025: Operate e-bike share program, maintaining contracted service level requirements.

November 2025: Remove all bikes and racks, and store for winter storage. Compile end-of-season report. Pay remaining 2025 season costs to the contractor.

January 2026: Grantee will sign a new contract with a contractor, an e-bike share operator, for the 2026 season.

February 2026: Grantee will make an initial 50% deposit/payment to the contractor for the 2026 season.

March 2026: System planning, procurement, post jobs, and interview candidates.

April 2026: Onboard new employees, employee training, equipment checks, and service.

May 2026: Deploy e-bikes and hubs, activate system for use.

May through October 2026: Operate e-bike share program, maintaining service level requirements.

November 2026: Remove all bikes and racks, and store for winter storage. Compile end-of-season report. Pay remaining 2026 season costs to the e-bike share operator.

December 2026 through January 2027: Grantee will submit all remaining final deliverables and invoices to CAE/CEO.

III. Acceptance Criteria

CAE/CEO shall determine whether deliverables meet the Work Task requirements in this Statement of Work. At the conclusion of the project, the Grantee shall submit all final deliverables to CAE/CEO for review. CAE/CEO anticipates that prior to submission, all deliverables shall go through an internal quality assurance process and as such, shall reflect the requirements of this Statement of Work.

Any work product deliverables must comply with the State of Colorado technical standards related to technology accessibility and with Level A and AA of the most current version of the Web Content Accessibility Guidelines ("WCAG"), currently WCAG 2.1.

The State may require that compliance to the State's accessibility standards for any work product be determined by a third-party selected by the State.

Please refer to the Vendor Accessibility Guide for more information on the State's accessibility requirements.

IV. Key Personnel

Grantee shall immediately notify the State if any of the below Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement in part reliance on Grantee's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, how Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as their replacements are approved.

- Teddy Wilkinson, Town of Breckenridge

V. Reporting

Monthly progress reporting is required for this project. Monthly progress reporting shall be provided by Grantee to CAE/CEO by the last business day of each month. Additionally, the Grantee shall coordinate and conduct monthly virtual meetings with CAE/CEO to provide progress updates and answer any questions from CAE/CEO in connection with the Project. The Grantee will email meeting minutes for CAE/CEO's review and approval within two (2) business days of each monthly virtual meeting.

VI. Budget

The maximum amount payable under this grant award to Grantee by CAE/CEO shall be $500,000 as determined by the State from available funds. Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any State fiscal year, and the change does not modify any requirements of the Work. The Grantee shall provide a match of at least $570,200 for this project.

- Contracted e-bike share operator for the 2025 and 2026 seasons: $926,200
    - Estimated expense for the operating contracts for these two years:
        - 2025: 30+ hubs / 170+ e-bikes lease. Contract amount: $450,800
            - CAMP grant funds applied to 2025 contract: $250,000
            - Town of Breckenridge funds applied to 2025 season contract: $200,800
    - 2026: 30+ hubs / 170+ e-bikes lease. Contract amount: $475,400
            - CAMP grant funds applied to 2026 contract: $250,000
            - Town of Breckenridge funds applied to 2026 contract: $225,400
                - 2025 season project income can be budgeted and expended by the Grantee toward the 2026 season contract

- Value of Town of Breckenridge In-Kind Contributions: $144,000
    - Staff time of Sustainability & Alternative Transportation Administrator ($30,000 per year; $60,000 total)
    - 30+ bike racks ($60,000 total)
    - Use of town-owned electric cargo van for program operations ($12,000 per year; $24,000 total)

- Project budget by funding source:
    - Total Project Budget: $1,070,200
        - CAMP Grant Funds: $500,000
        - Town of Breckenridge Funds: $426,200
        - Town of Breckenridge In-Kind Contributions: $144,000

All project income received by the Grantee from this Project must be returned to the Project by Grantee. This project income can be used for operational and management costs for this Project. Documentation of all Grantee-provided contributions, including project income, will be provided by Grantee to CAE/CEO for this Project. Any unexpended project income at the expiration of this grant agreement will be refunded by Grantee to CAE/CEO.

VII. Payment

Payments shall be made in accordance with the budgets described for each task herein.

The Grantee shall submit monthly progress reports as set forth in Section V in addition to monthly invoices on a time- and materials- basis according to the budgets in Section VI. PDFs of the invoice documentation shall be submitted with each monthly progress report and

invoice and shall indicate all work performed in the invoicing period in a manner sufficient to the CAE/CEO to justify any payment requested for the work. Grantee shall also provide PDFs of the documentation for all of its own match contributions for this project each month. CAE/CEO shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this scope and the associated tasks. Grantee shall be compensated only for work and services performed by Grantee and accepted by CAE/CEO pursuant to the terms of this agreement. Payment shall also be contingent upon CAE/CEO's timely receipt and acceptance of required invoices and associated reports and deliverables described herein.

Grantee shall be reimbursed no more than once per month based on the submission of Grantee's invoice providing a detailed account of the work completed and the amount of costs incurred relating to line items per the project set forth in Section VI.

Exhibit B, Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to

[Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.

3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].
5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective Date:_____

Exhibit C-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Shannon Smith, Town Engineer

Date: 1/23/2025 (for 1/28/2025 work session)

Subject: Public Projects Update

Kingdom Park Ballfield Pavillion Improvements

The Ballfield Pavillion project looks to improve the space between the two artificial turf fields from the recreation path to the east to the parking lot to the west. The project scope includes demolishing the existing restroom and pavilion structure, re-grading the site to meet ADA requirements, construction of a new restroom and shade structure, installing batting cages, improving viewing and seating locations, and creating a safer vehicular entry to the parking lot.

Schedule: The design team is currently progressing design including the restroom/shade structure design and site grading. A contractor is anticipated to be selected in March and construction is anticipated to begin in June.

Budget: The 2025 CIP has a current budget placeholder of $1,000,000 for the project. As discussed at previous work sessions, a budget increase is expected due to the need to demo and replace the existing restroom facility and the direction to move the shade structure into the first phase of the project. Cost estimating will be completed by the contractor for Council review and approval prior to awarding a construction contract.

Project Funding	
2024 CIP (design)	$300,000
2025 CIP (construction)	$1,000,000
TOTAL Funding	$1,300,000

Broken Lance Culvert Bridge and Drainage Project

This large infrastructure project in the Warrior's Mark neighborhood includes replacing aging culverts that pass the Blue River under Broken Lance drive with a single-span concrete culvert bridge, replacing water mains, constructing a seepage diversion trench to divert groundwater from the road subgrade, storm sewer installation, bus stop improvements, and reconstruction of the roadway.

Schedule: The contractor, Schofield Excavation, is currently reviewing the project plan set to incorporate any needed changes, additions, or value-engineering deductions to the final construction documents. Once the construction cost estimate is updated to include the changes, a final unit-price contract will be awarded to the contractor in February.

Staff is developing online resources for residents and planning to host in-person meetings to share information about the project. Negotiations are ongoing with property owners where temporary and permanent easements are needed for the project.

Budget: The project includes funding from the Capital Fund and Water Utility Fund.

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.

Project Funding	
Prior Years Budget Rollover	$850,000
2025 CIP	$6,650,000
2025 Water Fund CIP	$3,916,000
TOTAL Funding	$11,416,000

Asphalt and Concrete Repair Project

The asphalt and concrete repair project is an annual project that funds large roadway repairs, generally using a 2" mill and asphalt overlay or full-depth reconstruction when required, and concrete replacement including curb, gutter, sidewalks, and curb ramps. Proposed repair locations for the 2025 project include N. French Street between Park Avenue and Main Street, S. French Street between Washington Avenue and Jefferson Avenue, Washington Avenue, the Main Street/Park Avenue roundabout, Highwood Circle, Settlers Drive, Willow Lane, Red Feather Road and Tomahawk Lane. Concrete work will include damaged concrete adjacent to the asphalt repairs including upgrades to curb ramps to meet ADA standards, the sidewalk in from of La Cima Mall, and other locations as budget allows.

Schedule: The project is currently out to bid and the contract is anticipated to be awarded in February.

Budget: The project includes funding from the Capital Fund for the asphalt and concrete repairs, as well as funding reserved for upgrades to ROW infrastructure for ADA compliance.

Project Funding	
2025 CIP- Asphalt & Concrete	$3,000,000
2025 CIP- ADA Compliance	$300,000
TOTAL Funding	$3,300,000

Memo

To: Town Council

From: Matt Hulsey, Assistant Public Works Director

Date: 1/22/2025 for 1/28/2025 work session

Subject: Mobility Update

Quandary Parking and Shuttle:

2024 was the fourth year the County has been operating a paid parking and reservation shuttle system from downtown Breckenridge to the Quandary Peak and McCullough Gulch trailheads. The system remained unchanged from 2023, while numerous infrastructure improvements were completed throughout the past year. The Town was a partner with the County in 2024, providing a subsidy to support the system as well as free parking at the South Gondola Parking Structure for shuttle riders. The 2024 agreement had the County and Town subsidizing up to $60,000 at a 50/50 split, meaning the Town would pay up to $30,000 for the service. In 2024, the service needed a total subsidy of $27,530 of which, the Town paid $13,765. This was a decrease in total subsidy of $4,845 from the year prior.

For 2025, the County would like to issue an RFP for the same service, with the same ask of the Town of Breckenridge. Town Mobility staff are supportive of this program for a few reasons, but the big standout is the shuttle service parked almost 6,000 vehicles at the South Gondola Parking Structure. Staff would like to know if Council is supportive of this partnership again for 2025. With specifics of a subsidy, up to $30,000 and free parking for shuttle users at the South Gondola Parking Structure.

TABLE 1: FINANCIAL COMPARISON OF COUNTY COSTS

	2021	2022	2023	2024
Shuttle Contract	$267,600	$294,138	$251,069	$244,194
Parking Reservation Management Fee	N/A	$5,000*	$26,000	$6,000
Total Contract Cost	**$267,600**	**$299,138**	**$277,069**	**$250,194**

	2021	2022	2023	2024
Shuttle Revenue to County	$0	$34,411	$42,889	$49,810
Parking Revenue to County	$47,424	$94,355	$189,108	$170,853
Citation Revenue to County	N/A	$2,976	$7,851	$2,000*
Total Revenue to County	**$47,424**	**$131,743**	**$239,848**	**$222,663**

	2021	2022	2023	2024
Total subsidy remaining	$220,176	$167,395	$37,220**	$27,530
Town of Breckenridge Contribution	$0	$5,000	$18,610	$13,765
Total Subsidy Paid by the County	**$220,176**	**$162,395**	**$18,610**	**$13,765**

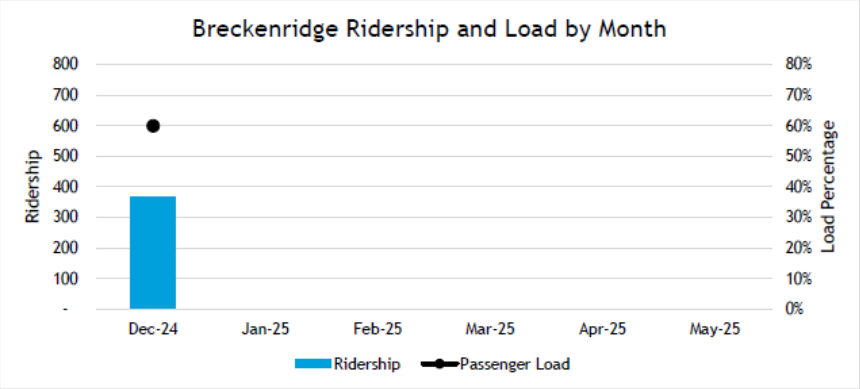
*No citation revenue was collected this year. SP Plus provided a credit of $2,000 towards the contract cost.

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.

Snowstang Update:

Snowstang service to Breckenridge began on December 14th, running Saturdays, Sundays, and holiday Mondays. December 2024 ridership was up 60% from 2023, and 134% from 2022 (only two weekends). Snowstang kicked off this season with 25% off tickets through December. They've also offered the same discount for MLK weekend and Presidents Day weekend, share code **3DAY25** to help fill the seats here: Breckenridge Snowstang Tickets. This season, riders can choose one-way or roundtrip tickets to fit their travel needs.

Data Updated Through 1/1/24

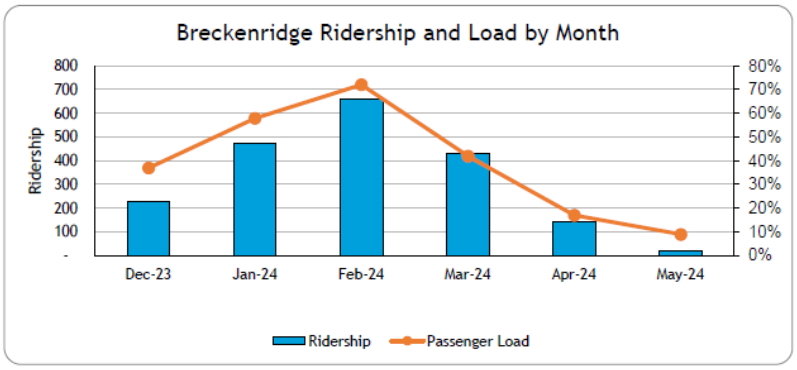


Snowstang Ridership by Line

Route	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Full Season
Arapahoe Basin	100						100
Breckenridge	365						365
Copper Mountain	311						311
Loveland Ski Area	379						379
Total	**1,155**	**-**	**-**				**1,155**

Snowstang Round Trip Load Factor by Line

Route	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Full Season
Arapahoe Basin	16%						16%
Breckenridge	60%						60%
Copper Mountain	51%						51%
Loveland Ski Area	62%						60%
Snowstang Average	**47%**						**47%**



Snowstang Ridership by Line

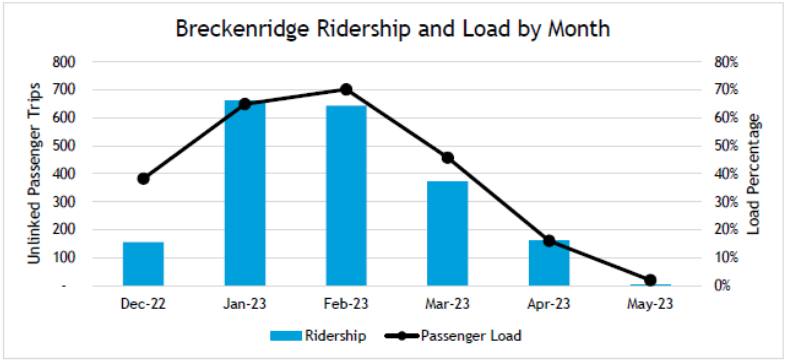
Route	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Full Season
Arapahoe Basin	67	267	433	394	184	33	1,378
Breckenridge	226	472	659	433	142	18	1,950
Copper Mountain	266	528	720	607	264	14	2,399
Loveland Ski Area	269	467	584	459	131	22	1,932
Steamboat*	35	58	78	129	3	-	303
Total	863	1,792	2,474	2,022	724	87	7,962

*Steamboat service ended 4/7

Snowstang Round Trip Load Factor by Line

Route	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Full Season
Arapahoe Basin	11%	33%	47%	39%	23%	16%	31%
Breckenridge	37%	58%	72%	42%	17%	9%	44%
Copper Mountain	43%	65%	78%	60%	32%	7%	55%
Loveland Ski Area	44%	51%	64%	45%	16%	11%	43%
Steamboat	17%	16%	15%	25%	3%	-	17%
Snowstang Average	31%	48%	59%	44%	22%	11%	41%

End of Season Final Report



Snowstang Unlinked Passenger Trips by Line

Route	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Full Season
Arapahoe Basin	95	429	355	244	249	6	1,378
Breckenridge	156	662	644	373	163	4	2,002
Copper Mountain	161	722	617	452	252	24	2,228
Loveland Ski Area	164	459	562	411	203	27	1,826
Steamboat*	31	139	81	84	28	–	363
Total	607	2,411	2,259	1,564	895	61	7,797

*Steamboat service ended 4/2

Snowstang Round Trip Load Factor by Line

Route	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Full Season
Arapahoe Basin	23%	42%	39%	30%	25%	3%	31%
Breckenridge	38%	65%	70%	46%	16%	2%	46%
Copper Mountain	39%	71%	67%	55%	28%	12%	51%
Loveland Ski Area	40%	45%	61%	50%	23%	13%	42%
Steamboat	12%	25%	16%	21%	27%	–	19%
Snowstang Average	32%	52%	54%	43%	21%	7%	40%

Memo

To: Town Council
From: Sustainability Staff
Date: 1/28/2025
Subject: Sustainability Update

Materials Management

2025 Material Management Fee

Invoices are being sent out this week to all users with email reminders to follow. All users of the Shared Enclosure Program for trash and recycling services will receive a Material Management Fee (MMF) invoice. The 2025 MMF is due by April 1. Payment reports are pulled weekly with reminders sent out monthly. The purpose of the MMF is to provide staffing and maintenance to the shared enclosures. This includes education and enforcement, repairs, and administration of keycard access and user agreements.

Mobility

E-Delivery Program

The E-Delivery program has continued to successfully deliver product to businesses despite the challenging round of frigid cold temperatures this pas week. 106West has been briefed on the snow sculptures event details, and they are hoping to make deliveries as early as possible to minimize deliveries during busier periods. 9News recently provided some coverage of the program in a segment that aired 1/22/2025.

MT2030 Climate Solutions Summit

Event Returns to Breckenridge in 2025

Mountain Towns 2030 has announced that the 2025 Climate Solutions Summit will be held in Breckenridge, Colorado on October 7-8, 2025.

Since launching in 2019, the Summit has evolved into the preeminent networking and knowledge-building event for key stakeholders committed to accelerating climate action in mountain, resort, and rural communities throughout the US and worldwide.

Breckenridge and neighboring jurisdictions are the host communities for the event. Staff is working through an MOU with MT2030 LLC to outline party commitments and stand-up planning committees.

Memo

To: Town Council

From: Helen Cospolich, Director of Municipal Services and Engagement

Date: 1/22/2025 (for 1/28/2025 worksession)

Subject: Committee Reports

Town Council Goals (Check all that apply)

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

Summary

The attached Committee Reports serve as general updates for the Council's reference. The following committees are included for this meeting:

Breckenridge Social Equity Advisory Commission – Flor Cruz
Liquor and Marijuana Licensing Authority Annual Report – Tara Olson

Background

Committee Reports are included as required by each committee.

Public outreach/engagement

Public outreach is conducted as needed by each committee.

Financial Implications

Financial implications, if applicable, are included in each committee report.

Equity Lens

The Equity Lens is applied to all Town-run committees.

Staff Recommendation

No action is required by Council. This is informational only.

TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission
January 15, 2025, 5:30pm

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

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

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I. Call to Order

Commissioner Laurie Moroco called the meeting to order at 5:30pm.

Roll Call
Present: Jordan Burns, Isaura Cirillo, Laurie Moroco, Silvia Vicuna
Virtual: Jotwan Daniels, Carol Saade, Ujala Vatas, June Walters
Absent: Tahja Grier

Discussion/Approval of Agenda
Motion to Approve: Commissioner Moroco, Seconded: Commissioner Vicuna

Discussion/Approval of the Minutes
Motion to Approve November's Minutes: Council Member Saade, Seconded: Commissioner Vicuna
Motion to Approve December's Minutes: Commissioner Moroco, Seconded: Commissioner Vicuna

II. Staff Summary

i. New Bilingual HIIT Fitness Class

Flor Cruz shared that the Rec Center has introduced a new bilingual High-Intensity Interval Training (HIIT) class in Spanish, held every Wednesday from 6 to 7 p.m. Additionally, the Rec Center is in the early stages of developing an adult swimming class. These initiatives reflect ongoing efforts to improve accessibility and inclusivity at the facility, providing more opportunities for Spanish-speaking residents.

Commissioner Vicuna attended the class and mentioned that she enjoyed the class and that there were other Spanish Speakers in attendance. She also recommends leading the class entirely in Spanish to ensure Spanish-speaking residents can have a full experience.

ii. Commission Member Seat Openings

Flor Cruz reminded the Commission that there will be two terms ending during February 2025 for Commissioners Laurie Moroco and Silvia Vicuna. She asked the Commission to spread the word and encourage their networks to apply.

Commissioner Vicuna announced that she will not be re-applying for an additional term given her busy school schedule. Commissioner Vicuna hopes to finish school in 2 years and return upon completion. The Commission thanked Commissioner Vicuna for all her work and contributions.

III. Presenters

i. Dave Miller, Executive Director – Mountain Top Explorium

Dave Miller from Mountaintop Explorium shared updates on the organization's mission, programs, and efforts to improve inclusivity and accessibility. The Explorium's mission focuses on serving as a community resource that fosters children's connections to the world through exploration, creativity, and relationships, with inclusivity recently added as a core value.

The Children's Museum offers interactive exhibits for young children, emphasizing child development and providing resources for parents. After-school and school-break programs capacity has expanded, introduced sliding fee scales, and targeted outreach to ensure affordability and accessibility for families in need. Miller also shared that summer day camps serve primarily local families and provide financial aid, though additional fundraising is required to expand scholarship offerings.

Miller shared that the after-school programs are available at two locations, Breckenridge Elementary and Upper Blue, serving around 15 students at each site. Staff include two instructors at Breckenridge and three at Upper Blue, reflecting the higher number of students with special needs at Upper Blue. In the Fall, an emergency fundraising campaign was launched when a kindergartner who needed one-on-one support joined the program. The student was from a Spanish-speaking household and faced challenges transitioning to school. Within a week, $15,000 was raised from generous donors, enabling the Explorium to hire an additional instructor dedicated to this student while also assisting others. Dave expressed that these efforts highlight the Explorium's commitment to equity and supporting diverse student needs.

The "Mountaintop for All" initiative provides free museum access and scholarships for underserved families. The Explorium aims to launch a bilingual summer camp week with immersive English Spanish programming, modeled after local dual-language school programs. Miller closed by thanking the community for its leadership and support while highlighting the importance of their collective efforts.

Deputy Town Manager Scott Reid stated that the Equity Mini Grant could also be used to pay for training and reminded Dave Miller of the opportunity. Chair Burns recommended using Pocketalk translation devices and offered the Equity Lens Tool available via the Commission's

DRAFT

website. Flor Cruz and Commissioner Walters also recommended having a culturally diverse exhibit related to inclusivity to provide an experience that ignites a desire for more inclusivity within the visitor's life and hometown.

IV. Social Equity Discussion

i. 2024 Year In Review & 2025 Goals

Flor Cruz provided an overview of the 2024 achievements and goals based on the Equity Blueprint. Flor shared that the Commission celebrated diversity through various events and partnerships, such as the Hispanic Heritage Month Culinary class that offered a much-needed space for individuals facing personal challenges. Cruz shared that these events fostered community connection and inclusivity, demonstrating the profound impact of providing meaningful opportunities. Educational efforts also stood out, particularly around neurodiversity awareness, where initiatives encouraged lasting reflection beyond single events.

Flor Cruz also shared that the Immigration and Rights Subcommittee excelled by addressing community priorities, such as access to the Rec Center, improved communication, and building trust. Initiatives like the Rec Center Open House led to the first bilingual class. The "I Am Summit" videos showcased diverse immigrant voices, including underrepresented groups like Zapotec speakers, creating significant community engagement. The Mexican Consulate event was a standout success, offering vital resources and fostering a welcoming environment that reflected positively on the community. Cruz also stated that the Civic Engagement subcommittee focused on equipping community partners, with nearly $11,000 distributed to support impactful equity work. Cruz also shared feedback from the community which emphasized the importance of consistent bilingual communication and impactful initiatives.

Looking forward to 2025, Flor encouraged the Commission to continue collaboration with partners, expand training opportunities, and foster trust-building initiatives. Cruz urged the Commission to reflect on what worked in 2024, and to also identify areas for improvement, ensuring future efforts are impactful, inclusive, and responsive to community needs.

Commissioner Moroco and Commissioner Vicuna discussed the continuation of the Mobile Mexican Consulate event in partnership with CMC. Chair burns also expressed his approval of the event and highlighted the benefits of using the CMC campus as a location. Commissioner Vicuna also highlighted the importance of volunteers and ensuring there is enough support from the community to ensure the facilities are left in good condition. Chair Burns also recommended increasing community engagement by expanding the number of community organizations and potentially adding food or music.

The Commission also discussed working on a way to support Town Council initiatives by establishing a way to provide feedback on key items from the equity perspective. Deputy Town Manager Scott Reid provided an example of a recent policy that works with accessibility efforts on the Town's Free Ride transit system. Feedback from the commission would be greatly beneficial. Commissioner Moroco also discussed increasing partnering with Mayor Owens on community outreach events and attending with her when possible.

Commissioner Moroco also suggested that the Commission work on LGTBQIA+ initiatives in 2025. She also recommended that the Commission create a list of speakers who would be

DRAFT

willing to speak about different topics within the skills and talents of the Commission. Deputy Town Manager Scott Reid also recommended creating videos to have as resources when presenters are not available.

Town Council Member Carol Saade shared that she appreciates the progress and ideas shared but suggests evaluating the impact of efforts within the subcommittees to ensure time and energy are strategically allocated. She highlights the success of the Mexican Consulate event and the potential for more partnerships and community exposure. She also acknowledged the excellent work being done by Flor but stressed the importance of being strategic with 2025 efforts given limited resources.

Commissioner Cirillo discussed the idea of organizing a health-focused event or initiative to address the significant need for affordable dental and medical care in the community. She suggested hosting a health fair or smaller-scale events where local dental professionals could donate their time to provide services for uninsured or underinsured individuals. Cirillo also highlighted the challenges of accessing affordable dental care in Summit County, including limited in-network providers, high costs, and the lack of comprehensive dental insurance. She suggested exploring partnerships with existing resources like FIRC or finding ways to help community members connect with providers.

Commissioner Vicuna also recommended the Commission work on setting bilingual road construction messaging on the streets as a standard practice. She also stated that it was something that used to be available but was not continued. Flor Cruz will look into the possibility of bilingual messaging for the 2025 road construction season.

V. ***Subcommittee Updates***

Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence

Civic Engagement

Immigration Rights and Advocacy

Flor Cruz shared that the Immigration Rights & Advocacy Subcommittee was asked by Mountain Dreamers for assistance in creating a "Know Your Rights" one-pager. She asked the Commission to provide input on what important information should be included, based on community needs and feedback.

Flor also mentioned the possibility of creating a series of educational videos featuring law enforcement, similar to the "I Am Summit" videos. These videos would provide tips and information, such as what to do when pulled over, and would be made available in Spanish to ensure accessibility. Flor also shared that there is still a lot of work to do on this idea and it would require a bigger collaboration with the different municipalities and Mountain Dreamers.

VI. Upcoming Council Items

Deputy Town Manager Scott Reid invited Commissioners to ask questions or requests for clarification if anything needed further explanation.

VII. Upcoming Agenda Topics

VIII. Other Matters

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IX. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 6:56am.

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TOWN OF
BRECKENRIDGE

TOWN OF BRECKENRIDGE LIQUOR & MARIJUANA LICENSING AUTHORITY ANNUAL REPORT 2024

Authority Members:

Ace Conway, Chair
Ashley Zimmerman, Vice-Chair
Kelly Lovely
Garren Riechel
Austyn Dineen
Turk Montepare, Alternate

LIQUOR LICENSING

Number of liquor applications acted upon: 242

- New License Hearings: 1
- Transfers of Ownership: 1
- Renewals: 110
- Temporary Modifications of Premises: 8
- Permanent Modifications of Premises: 2
- Registration of New Managers: 7
- Changes of Trade Name: 2
- Changes of Corporate Structure: 1
- Tastings Permit: 1
- Special Event Liquor Permits Issued: 49
- Take Out/Delivery Permit Notifications: 60

Number of active liquor licenses: 114
Number of liquor licenses denied: 0

Public Hearings for New Liquor Licenses

M-W Marketing LLC dba *Pioneer Club Tavern*
505 S Main St
Tavern License

Transfer of Ownership Applications

Northside Pizza Breckenridge LLC dba *Northside Pizza*
315 N Main St
Transfer of ownership of a Taven license from Northside Pizza LLC dba Northside

Temporary Modifications of Premises to expand licensed boundaries to hold events under existing liquor license

- Existing liquor license holders can modify their premises by applying to temporarily expand their contiguous liquor license boundaries to hold a special event under their license, as liquor licenses/permits cannot overlap. The number used above is per application received, not the number of event dates listed.

Paisano's II LLC dba Sauce on the Maggie / Taddeos
Breckenridge Agave Festival
July 28, 2024
July 29, 2024

Paisano's II LLC dba Sauce on the Maggie / Taddeos
Breckenridge Food & Wine Festival

July 26, 2024
July 27, 2024

Paisano's II LLC dba Sauce on the Maggie / Taddeos
Breckenridge Hogfest Bacon and Bourbon
August 30, 2024
August 31, 2024

Paisano's II LLC dba Sauce on the Maggie / Taddeos
Breckenridge Bluegrass and Beers Festival
September 27, 2024
September 28, 2024

Temporary Modifications of Premises to decrease licensed area to allow for special events to be held on private property

- Existing liquor license holders can modify their premises to allow a special event permit to use part of their licensed area, by applying to temporarily shrink their liquor license boundaries, as liquor licenses/permits cannot overlap.

Beaver Run Homeowners Association dba Beaver Run Resort
Lifting certain areas from licensed premise boundaries for the *Breckenridge Summer Beer Festival*
July 13, 2024

Beaver Run Homeowners Assocation dba Beaver Run Resort
Lifting certain areas from licensed premise boundaries for the *Breckenridge Wine Classic*
August 22, 2024
August 23, 2024
August 24, 2024

Special Event Liquor Permits

- Special event liquor permits are primarily issued to non-profit organizations who are registered with the Colorado Secretary of State. Other possible applicants include municipalities, philanthropic institutions, and political candidates. Entities can apply for up to 15 special event liquor event dates per year. They need to meet application and posting deadlines and can apply for multiple dates on the same application, for the same location.

Breckenridge Blue Goose Rugby Club
St. Valentine's Day Massacre Rugby Tournament
Kingdom Park – 880 Airport Rd
February 10, 2024

Summit County Youth Hockey
Avalanche Alumni Hockey Classic
Stephen C West Ice Arena – 0189 Boreas Pass Rd
April 5, 2024
April 6, 2024

Breckenridge Tourism Office
Oktoberfest
100-400 blocks of South Main St to Ridge St alley on Jefferson, Adams, Washington, Blue River Plaza, Barney Ford lawn, River Walkway & Riverwalk Lawn
September 13, 2024
September 14, 2024
September 15, 2024

Breckenridge Creative Arts
Airstage Apres
Ridge Street Arts Square + parking lot – 127 S Ridge St
June 27, 2024
July 4, 2024
July 11, 2024
July 18, 2024
July 25, 2024
August 1, 2024
August 8, 2024
August 15, 2024
August 22, 2024

Breckenridge Creative Arts
Breck Create Gala
Ridge Street Arts Square + parking lot – 127 S Ridge St
July 20, 2024

10th Mountain Lacrosse
Breckenridge Box Lacrosse Invitational
Stephen C West Ice Arena – 189 Boreas Pass Rd
June 28, 2024
June 29, 2024

Friends of the Dillon Raner District
Breckenridge Beer Festival
Beaver Run Resort – 620 Village Rd
July 13, 2024

Breckenridge Outdoor Education Center
Breckenridge Wine Classic
Beaver Run – 620 Village Rd
August 21, 2024
August 22, 2024
August 23, 2024
August 24, 2024

Town of Breckenridge – Recreation Department
Post Race Celebrations

Gold Run Trailhead – 1283 Gold Run Rd
May 29, 2024
August 24, 2024

Café Food Rescue
US Foods Immersion After Party
The Village at Breckenridge Plaza – 541 S Park Ave
September 18, 2024

Town of Breckenridge – Recreation Department
Post Race Celebrations
Carter Park – 300 S High St
July 4, 2024
August 7, 2024

Summit Skating Club
Spring Ice Skating Show
Stephen C West Ice Arena – 0189 Boreas Pass Rd
March 30, 2024

Breckenridge Mountain Rotary Club
Ullr Fest Shotski
100-300 Blocks of South Main St
December 12, 2024

Breckenridge Vipers Hockey Club
Hockey Games
Stephen C West Ice Arena – 0189 Boreas Pass Rd
November 15, 2024
November 16, 2024
November 22, 2024
November 23, 2004
December 6, 2024
December 7, 2024
January 10, 2025
January 11, 2025
February 21, 2025
February 22, 2025
February 28, 2025
March 7, 2025
March 8, 2025
March 14, 2025
March 15, 2025
March 21, 2025
March 22, 2025

Summit Skating Club
Ice Skating Shows

Stephen C West Ice Arena – 189 Boreas Pass Rd
December 14, 2024
April 12, 2025

MARIJUANA LICENSING

Number of Marijuana Applications acted upon: 16

- Transfers of Ownership: 0
- Renewals: 9
- Permanent Modifications of Premises: 2
- Changes of Trade Name: 4
- Changes of Corporate Structure: 0
- Changes of Location: 1

Number of active marijuana establishments: 4
Number of active marijuana licenses: 9

Breakdown of license types:

- Retail Marijuana Store: 4
- Retail Marijuana Cultivation: 2
- Retail Marijuana Infused Products Manufacture: 1
- Medical Marijuana Store: 1
- Medical Marijuana Cultivation: 1

TOBACCO LICENSING

Number of Tobacco Applications acted upon: 8

- New Licenses: 1
- Renewals: 7

Number of active tobacco licenses: 9

Other highlights, actions, or items to note during the past year:

There were no hearings held for violations of Liquor, Marijuana, or Tobacco licenses in 2024.

Submitted by:

Tara Olson, CMC, Deputy Town Clerk

Ace Conway, Chair
Town of Breckenridge Liquor & Marijuana Licensing Authority

Helen Cospolich, CMC, Town Clerk



TOWN OF
BRECKENRIDGE

December 31st, 2024

Department of Finance

Executive Summary

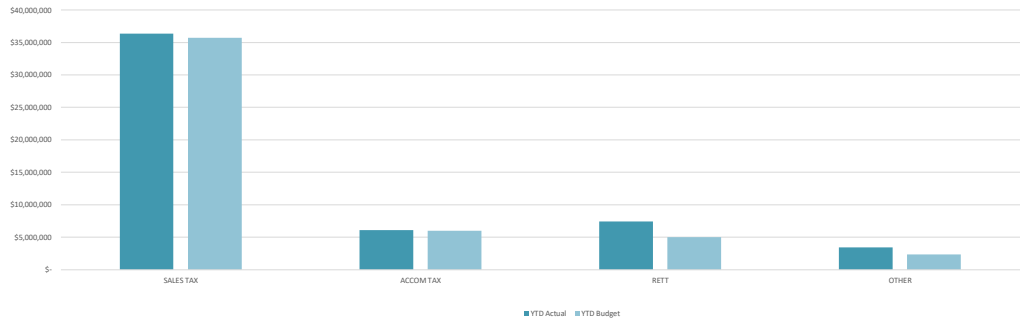
December 31, 2024

This report covers the 12 months of 2024. December is largely reflective of November tax collections.

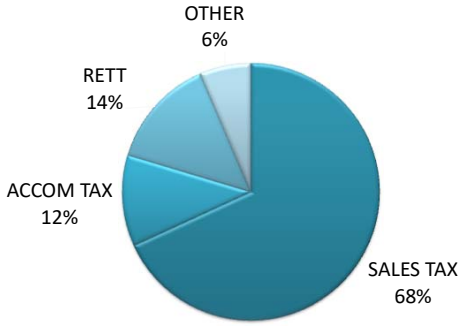
Overall, we are approximately $4.2M above 2024 budgeted revenues in the Excise fund and $1.4M ahead of prior year. Sales tax is currently $.6M over YTD budget, and flat in comparsion with prior year. Accommodations tax is ahead $.1M in comparison with YTD budget and $.2M behind of prior year. Real Estate Transfer Tax is ahead $2.4M in comparison with YTD budget and ahead $1.1M in comparison with prior year.

See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	$ 36,359,033	$ 35,700,000	102%	$ 35,700,000	$ 36,424,495	$ 36,424,495
ACCOMMODATIONS TAX	6,119,752	6,000,000	102%	6,000,000	6,314,016	6,314,016
REAL ESTATE TRANSFER	7,420,538	5,000,000	148%	5,000,000	6,225,510	6,225,510
OTHER*	3,445,317	2,352,953	146%	2,352,953	2,979,403	2,979,403
TOTAL	$ 53,344,640	$ 49,052,953	109%	$ 49,052,953	$ 51,943,424	$ 51,943,424

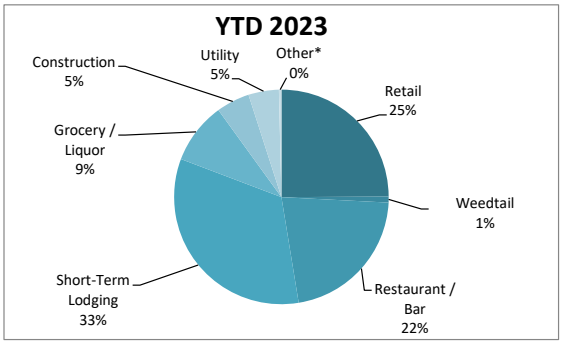
** Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income*

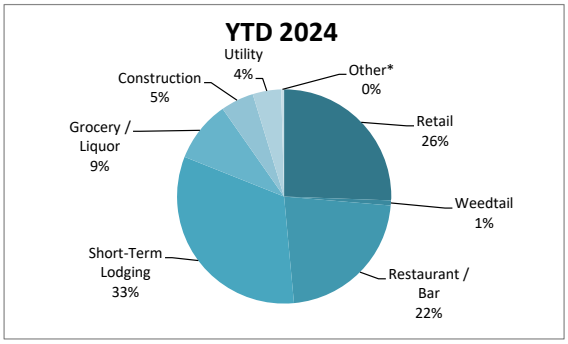
The Tax Basics: November 2024

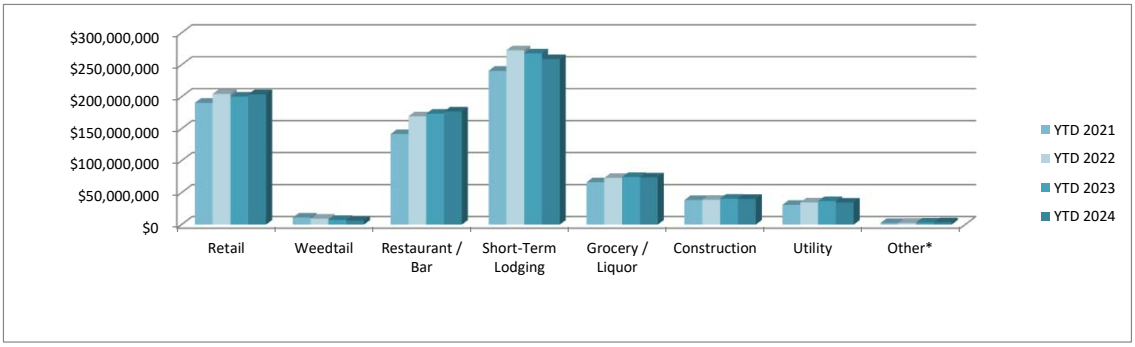
Net Taxable Sales by Industry-YTD

Description	YTD 2021	YTD 2022	YTD 2023	2023 % of Total	YTD 2024	2023/2024 $ Change	2023/2024 % Change	2024 % of Total
Retail	$190,512,581	$204,528,542	$200,236,307	24.92%	$203,876,195	$3,639,888	1.82%	25.57%
Weedtail	$10,953,194	$9,307,970	$7,252,081	0.90%	$6,329,187	($922,894)	-12.73%	0.79%
Restaurant / Bar	$141,762,080	$169,392,774	$173,490,565	21.59%	$176,884,930	$3,394,365	1.96%	22.18%
Short-Term Lodging	$240,584,139	$272,748,058	$267,747,762	33.32%	$258,953,376	($8,794,386)	-3.28%	32.47%
Grocery / Liquor	$66,158,901	$73,194,978	$74,320,992	9.25%	$73,714,430	($606,561)	-0.82%	9.24%
Construction	$38,336,919	$38,832,111	$40,661,521	5.06%	$40,037,196	($624,325)	-1.54%	5.02%
Utility	$30,955,202	$34,602,581	$36,607,336	4.56%	$34,226,830	($2,380,506)	-6.50%	4.29%
Other*	$2,532,123	$2,655,690	$3,147,571	0.39%	$3,412,368	$264,797	8.41%	0.43%
Total	$721,795,139	$805,262,705	$803,464,135	100.00%	$797,434,513	($6,029,622)	-0.75%	100.00%

** Other includes activities in Automobiles and Undefined Sales.*







New Items of Note:

- November YTD net taxable sales are currently behind of YTD November 2023 by -.75%.
- For November YTD 2024, there were increases in Restaurant/Bar (1.96%) and in Retail (1.82%) and we saw a decline in Weedtail (-12.73%), Short-Term Lodging (-3.28%), Grocery/Liquor (-.82%), Construction (-1.54%), and Utilities (-6.50%), compared to November YTD 2023.

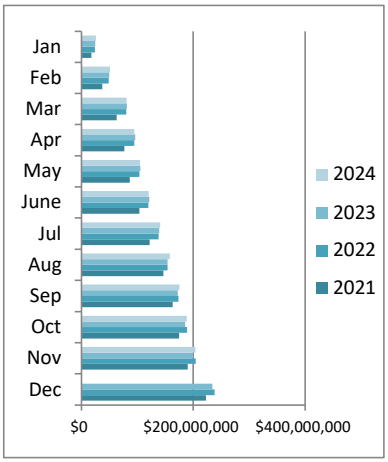
Notes:

- Short Term Lodging taxes are generally remitted based on reservation date.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

Net Taxable Sales by Sector-Town of Breckenridge Tax Base



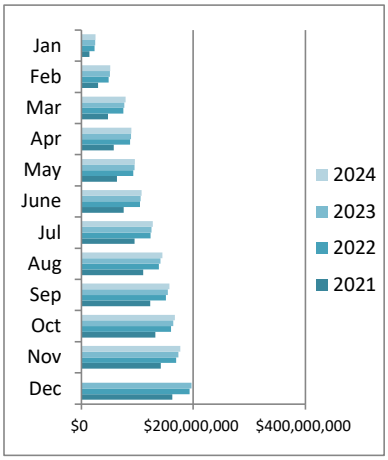
Total Net Taxable Sales					
	2021	2022	2023	2024	% change from PY
Jan	$79,018,680	$113,601,532	$115,063,677	$115,301,041	0.21%
Feb	$79,740,621	$111,333,795	$114,271,120	$113,213,730	-0.93%
Mar	$100,231,503	$125,723,396	$122,855,739	$121,379,958	-1.20%
Apr	$51,097,408	$56,507,395	$53,660,650	$49,655,780	-7.46%
May	$35,690,548	$34,481,990	$32,489,974	$35,834,891	10.30%
Jun	$58,731,946	$56,236,534	$54,849,932	$55,351,919	0.92%
Jul	$77,826,277	$73,256,650	$75,044,343	$76,657,489	2.15%
Aug	$74,672,227	$64,945,382	$63,636,164	$68,249,077	7.25%
Sep	$60,903,503	$63,905,766	$62,363,139	$60,034,731	-3.73%
Oct	$48,329,080	$51,431,132	$55,284,272	$47,990,099	-13.19%
Nov	$55,553,345	$53,839,134	$53,945,127	$53,765,796	-0.33%
Dec	$125,011,433	$131,823,677	$123,884,856	$0	n/a
YTD	**$721,795,139**	**$805,262,705**	**$803,464,135**	**$797,434,513**	-0.75%
Total	**$846,806,572**	**$937,086,382**	**$927,348,991**	**$797,434,513**	-14.01%



Retail					
	2021	2022	2023	2024	% change
Jan	$18,296,969	$24,254,999	$25,132,444	$26,373,162	4.94%
Feb	$19,244,409	$24,760,846	$25,030,427	$24,735,432	-1.18%
Mar	$25,907,696	$31,217,122	$31,743,287	$29,830,175	-6.03%
Apr	$13,495,790	$14,378,618	$14,317,670	$13,870,764	-3.12%
May	$9,951,585	$9,122,294	$9,248,712	$10,449,389	12.98%
Jun	$16,992,969	$16,281,753	$16,150,769	$15,573,444	-3.57%
Jul	$18,168,849	$18,203,505	$17,780,767	$20,238,604	13.82%
Aug	$24,555,890	$15,817,703	$15,051,295	$17,310,534	15.01%
Sep	$16,710,171	$19,888,957	$18,119,386	$17,328,185	-4.37%
Oct	$11,736,941	$15,019,578	$12,973,525	$13,203,039	1.77%
Nov	$15,451,312	$15,583,167	$14,688,025	$14,963,469	1.88%
Dec	$32,362,673	$34,050,324	$34,335,150	$0	n/a
YTD	**$190,512,581**	**$204,528,542**	**$200,236,307**	**$203,876,195**	**1.82%**
Total	**$222,875,254**	**$238,578,866**	**$234,571,457**	**$203,876,195**	-13.09%



Weedtail					
	2021	2022	2023	2024	% change
Jan	$1,478,465	$1,390,691	$1,085,499	$835,116	-23.07%
Feb	$1,294,638	$1,290,570	$1,071,374	$866,966	-19.08%
Mar	$1,441,196	$1,310,491	$1,021,416	$854,323	-16.36%
Apr	$942,276	$732,968	$577,496	$490,607	-15.05%
May	$695,750	$499,512	$382,445	$339,210	-11.30%
Jun	$841,867	$670,484	$513,462	$467,638	-8.92%
Jul	$1,116,858	$912,870	$697,911	$629,419	-9.81%
Aug	$936,140	$777,363	$578,590	$564,981	-2.35%
Sep	$802,336	$611,456	$463,014	$432,168	-6.66%
Oct	$665,889	$529,983	$413,804	$409,174	-1.12%
Nov	$737,780	$581,583	$447,069	$439,585	-1.67%
Dec	$1,195,620	$1,014,636	$785,178	$0	n/a
YTD	**$10,953,194**	**$9,307,970**	**$7,252,081**	**$6,329,187**	**-12.73%**
Total	**$12,148,814**	**$10,322,606**	**$8,037,258**	**$6,329,187**	-21.25%



Restaurant / Bar					
	2021	2022	2023	2024	% change
Jan	$14,372,467	$23,591,432	$25,009,257	$25,042,953	0.13%
Feb	$15,293,976	$24,974,867	$25,965,915	$26,685,736	2.77%
Mar	$18,001,752	$26,280,138	$25,821,441	$27,277,628	5.64%
Apr	$10,082,518	$12,415,528	$12,209,139	$10,610,820	-13.09%
May	$6,065,196	$5,669,343	$5,883,754	$5,797,807	-1.46%
Jun	$12,074,689	$11,796,384	$11,309,552	$12,348,694	9.19%
Jul	$19,085,898	$18,692,700	$19,294,325	$19,761,678	2.42%
Aug	$15,737,756	$14,956,807	$15,634,593	$17,307,423	10.70%
Sep	$12,545,273	$12,668,238	$13,197,620	$12,809,825	-2.94%
Oct	$9,073,163	$9,309,000	$9,879,709	$9,489,439	-3.95%
Nov	$9,429,392	$9,038,337	$9,285,260	$9,752,927	5.04%
Dec	$20,911,542	$24,150,159	$23,302,685	$0	n/a
YTD	**$141,762,080**	**$169,392,774**	**$173,490,565**	**$176,884,930**	**1.96%**
Total	**$162,673,623**	**$193,542,933**	**$196,793,250**	**$176,884,930**	-10.12%



Short-Term Lodging					
	2021	2022	2023	2024	% change
Jan	$31,756,647	$48,613,697	$47,461,191	$45,967,138	-3.15%
Feb	$30,597,409	$45,169,344	$46,133,344	$45,189,095	-2.05%
Mar	$38,833,139	$49,665,680	$47,143,257	$47,181,231	0.08%
Apr	$14,789,371	$15,604,892	$14,587,107	$12,979,085	-11.02%
May	$8,839,587	$7,736,666	$6,909,765	$7,558,600	9.39%
Jun	$16,112,111	$14,461,872	$13,811,321	$14,243,061	3.13%
Jul	$25,496,173	$21,720,310	$23,247,770	$21,626,905	-6.97%
Aug	$20,248,079	$19,219,232	$18,160,159	$18,260,796	0.55%
Sep	$17,984,544	$17,238,667	$16,972,760	$15,062,508	-11.25%
Oct	$16,267,787	$15,303,928	$14,660,010	$12,856,228	-12.30%
Nov	$19,659,292	$18,013,772	$18,661,078	$18,028,728	-3.39%
Dec	$50,715,125	$46,904,200	$43,999,369	$0	n/a
YTD	**$240,584,139**	**$272,748,058**	**$267,747,762**	**$258,953,376**	**-3.28%**
Total	**$291,299,264**	**$319,652,259**	**$311,747,132**	**$258,953,376**	-16.93%



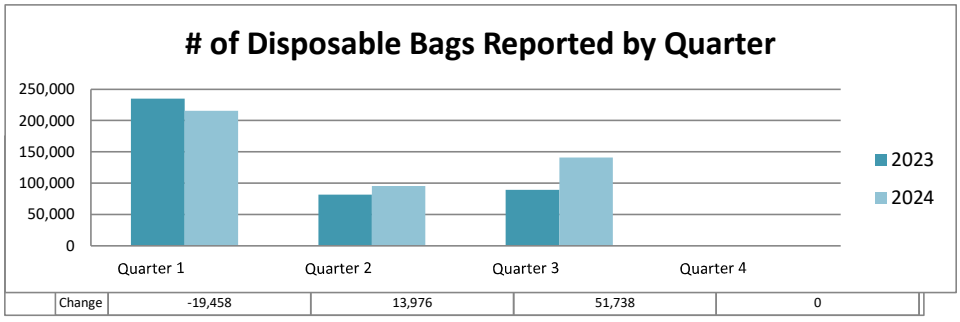
Grocery / Liquor					
	2021	2022	2023	2024	% change
Jan	$7,287,839	$8,170,578	$8,997,217	$10,314,078	14.64%
Feb	$7,698,418	$8,753,193	$9,587,315	$8,834,611	-7.85%
Mar	$7,875,044	$9,019,659	$9,151,128	$9,118,563	-0.36%
Apr	$5,116,542	$6,998,996	$5,851,774	$5,078,187	-13.22%
May	$3,756,571	$4,744,379	$4,092,212	$4,027,368	-1.58%
Jun	$5,487,526	$5,436,849	$5,335,000	$5,742,402	7.64%
Jul	$7,596,984	$7,431,072	$7,828,316	$7,939,664	1.42%
Aug	$7,082,310	$7,177,335	$7,441,155	$7,411,914	-0.39%
Sep	$5,595,731	$5,816,776	$5,964,152	$5,613,339	-5.88%
Oct	$4,452,681	$4,953,494	$5,140,210	$5,002,786	-2.67%
Nov	$4,209,254	$4,692,648	$4,932,512	$4,631,519	-6.10%
Dec	$12,158,623	$12,887,729	$13,094,821	$0	n/a
YTD	**$66,158,901**	**$73,194,978**	**$74,320,992**	**$73,714,430**	**-0.82%**
Total	**$78,317,524**	**$86,082,707**	**$87,415,813**	**$73,714,430**	-15.67%

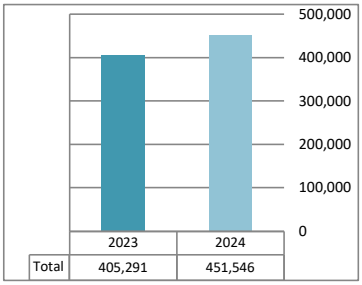


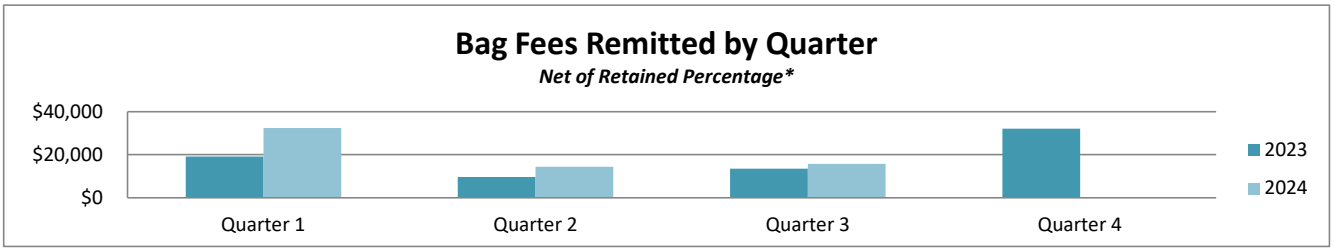
Construction					
	2021	2022	2023	2024	% change
Jan	$2,092,188	$3,154,550	$1,963,539	$2,224,327	13.28%
Feb	$2,206,727	$2,342,215	$1,362,174	$2,270,874	66.71%
Mar	$3,902,586	$3,640,672	$3,009,560	$2,501,518	-16.88%
Apr	$3,348,850	$2,708,904	$2,254,746	$2,761,140	22.46%
May	$3,764,093	$3,760,228	$2,944,308	$4,560,248	54.88%
Jun	$4,716,677	$4,657,133	$4,383,451	$4,164,901	-4.99%
Jul	$3,478,732	$3,495,198	$3,452,440	$3,617,251	4.77%
Aug	$3,628,978	$4,279,115	$4,029,428	$4,542,460	12.73%
Sep	$4,120,325	$4,472,192	$4,439,649	$5,721,682	28.88%
Oct	$3,755,576	$3,622,360	$9,721,777	$4,544,567	-53.25%
Nov	$3,322,188	$2,699,544	$3,100,448	$3,128,228	0.90%
Dec	$3,608,688	$7,480,999	$3,562,642	$0	n/a
YTD	**$38,336,919**	**$38,832,111**	**$40,661,521**	**$40,037,196**	**-1.54%**
Total	**$41,945,607**	**$46,313,110**	**$44,224,162**	**$40,037,196**	-9.47%

Disposable Bag Fees

The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The $.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. The fee was increased to $.25 in 2023.

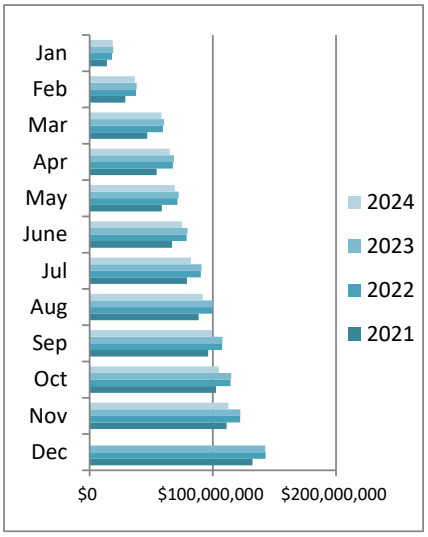




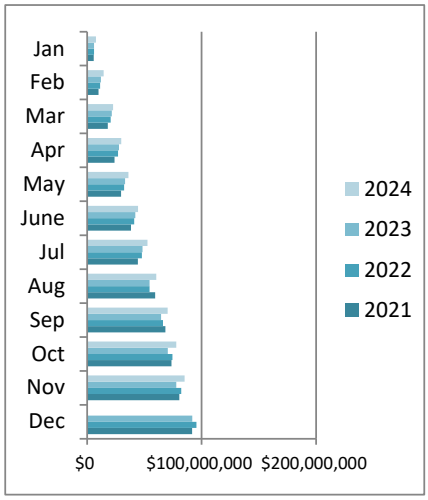


**As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of $1000/month through October 31, 2014; changing to a maximum of $100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.Filing changed to quarterly as of May 2023.*

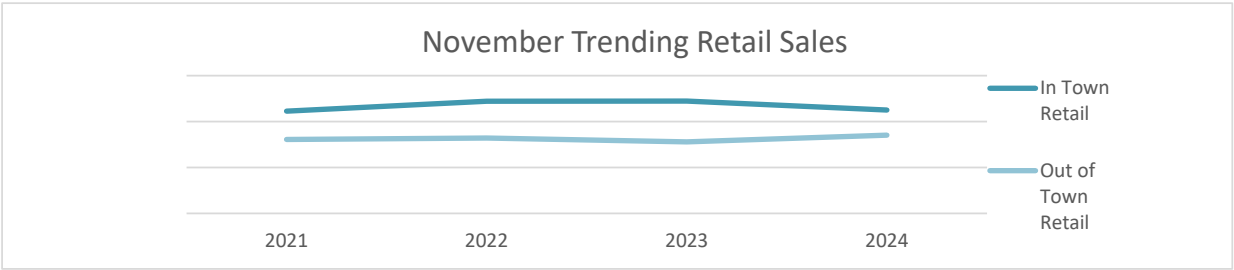
The Tax Basics: Retail Sales Sector Analysis



Retail: In-Town					
	2021	2022	2023	2024	% change from PY
Jan	$14,052,992	$18,184,827	$19,108,292	$18,686,169	-2.21%
Feb	$14,954,159	$19,508,694	$19,044,526	$18,077,005	-5.08%
Mar	$17,792,731	$21,827,572	$22,225,590	$21,543,269	-3.07%
Apr	$7,639,807	$8,001,670	$8,038,138	$6,679,944	-16.90%
May	$4,153,493	$3,824,714	$3,867,808	$4,136,449	6.95%
Jun	$8,258,377	$7,362,716	$7,191,216	$7,301,484	1.53%
Jul	$12,088,846	$11,560,109	$11,413,089	$11,921,223	4.45%
Aug	$9,454,473	$9,105,768	$8,975,741	$9,687,533	7.93%
Sep	$7,814,955	$8,110,679	$7,941,290	$7,412,799	-6.65%
Oct	$6,403,920	$6,747,688	$7,151,484	$5,645,936	-21.05%
Nov	$8,572,493	$7,936,932	$7,344,685	$7,630,312	3.89%
Dec	$21,062,824	$20,682,211	$20,268,948	$0	n/a
YTD	**$111,186,246**	**$122,171,367**	**$122,301,857**	**$118,722,122**	**-2.93%**
Total	**$132,249,070**	**$142,853,578**	**$142,570,805**	**$118,722,122**	



Retail: Out-of-Town					
	2021	2022	2023	2024	% change
Jan	$5,695,992	$6,039,530	$6,024,153	$7,686,993	27.60%
Feb	$4,262,142	$5,252,152	$5,985,902	$6,658,427	11.24%
Mar	$8,076,266	$9,303,563	$9,469,034	$8,286,906	-12.48%
Apr	$5,827,299	$6,376,948	$6,279,532	$7,190,820	14.51%
May	$5,772,824	$5,260,336	$5,380,904	$6,312,940	17.32%
Jun	$8,695,788	$8,876,984	$8,911,034	$8,271,960	-7.17%
Jul	$6,050,089	$6,643,396	$6,334,188	$8,317,380	31.31%
Aug	$15,076,076	$6,711,936	$6,075,554	$7,623,001	25.47%
Sep	$8,847,755	$11,735,440	$10,178,096	$9,915,386	-2.58%
Oct	$5,304,577	$8,271,889	$5,822,041	$7,557,103	29.80%
Nov	$6,852,719	$7,646,235	$7,343,340	$7,333,157	-0.14%
Dec	$11,261,570	$13,321,336	$14,066,202	$0	n/a
YTD	**$80,461,528**	**$82,118,409**	**$77,803,778**	**$85,154,073**	**9.45%**
Total	**$91,723,098**	**$95,439,746**	**$91,869,980**	**$85,154,073**	



New Items of Note:

● In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall increase of 3.89% in November 2024 as compared to 2023. The Out-of-Town Retail Sales had a overall decrease in sales of .14% for November 2024 compared to 2023.

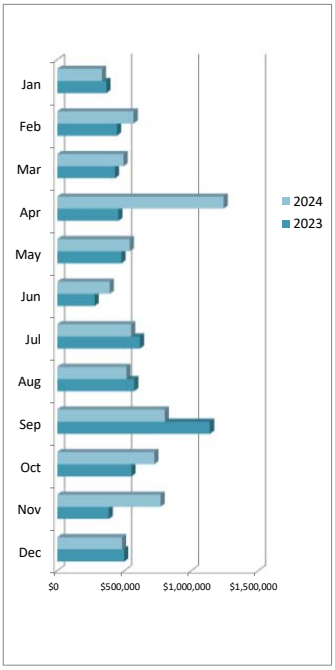
Real Estate Transfer Tax

New Items of Note:

- Revenue December is ahead $2.4M to budget and ahead $1.1M to prior year.
- Single Family sales account for the majority of the sales (40.41%), with condominium sales in the second position of highest sales (22.82%) subject to the tax. Timeshare sales are ahead YTD by (2.94%).

Continuing Items of Note:

- 2024 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



Total RETT

	2022	2023	2024	% change	2024 budget	+/- Budget
Jan	$328,719	$366,761	$334,088	-8.91%	$300,000	$34,088
Feb	$512,843	$445,546	$569,686	27.86%	$400,000	$169,686
Mar	$551,693	$431,380	$495,625	14.89%	$400,000	$95,625
Apr	$627,842	$456,127	$1,240,904	172.05%	$425,000	$815,904
May	$851,657	$478,584	$540,842	13.01%	$425,000	$115,842
Jun	$495,925	$278,784	$392,088	40.64%	$275,000	$117,088
Jul	$765,641	$617,133	$550,835	-10.74%	$450,000	$100,835
Aug	$484,573	$574,378	$515,499	-10.25%	$550,000	-$34,501
Sep	$742,908	$1,139,485	$802,713	-29.55%	$550,000	$252,713
Oct	$732,723	$553,836	$723,645	30.66%	$525,000	$198,645
Nov	$384,336	$384,307	$770,442	100.48%	$300,000	$470,442
Dec	$393,620	$499,188	$484,061	-3.03%	$400,000	$84,061
YTD	$6,872,481	$6,225,510	$7,420,428	19.19%	$5,000,000	$2,420,428
Total	$6,872,481	$6,225,510	$7,420,428		$5,000,000	



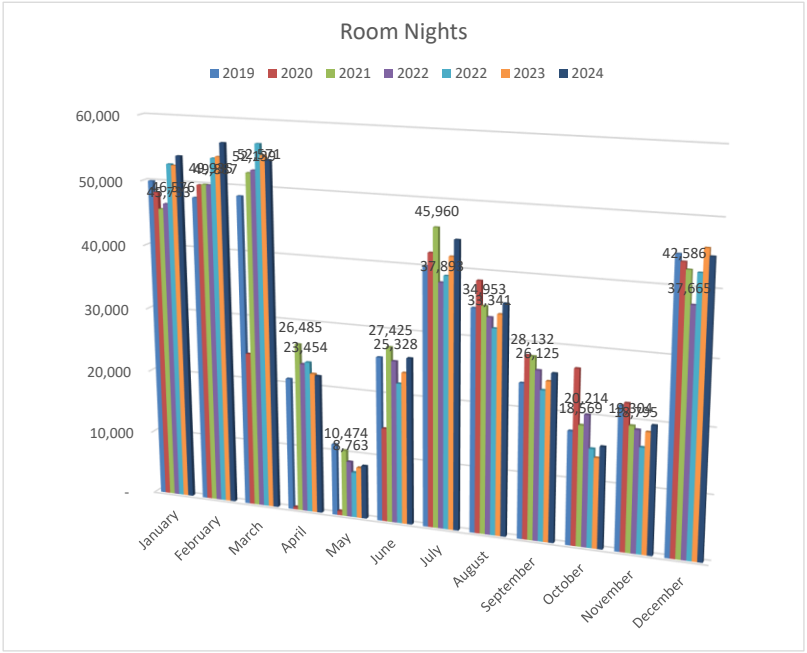
by Category

Description	2023	2024	$ change	% change	% of Total
Commercial	$ 546,550	$ 250,510	$ (296,040)	-54.17%	3.38%
Condominium	$ 1,494,770	$ 1,693,167	$ 198,397	13.27%	22.82%
Timeshare	$ 1,444,110	$ 1,486,506	$ 42,396	2.94%	20.03%
Single Family	$ 1,874,035	$ 2,998,628	$ 1,124,593	60.01%	40.41%
Townhome	$ 728,945	$ 657,252	$ (71,694)	-9.84%	8.86%
Vacant Land	$ 137,099	$ 334,365	$ 197,267	143.89%	4.51%
Total	$ 6,225,509	$ 7,420,428	$ 1,194,919	19.19%	100.00%

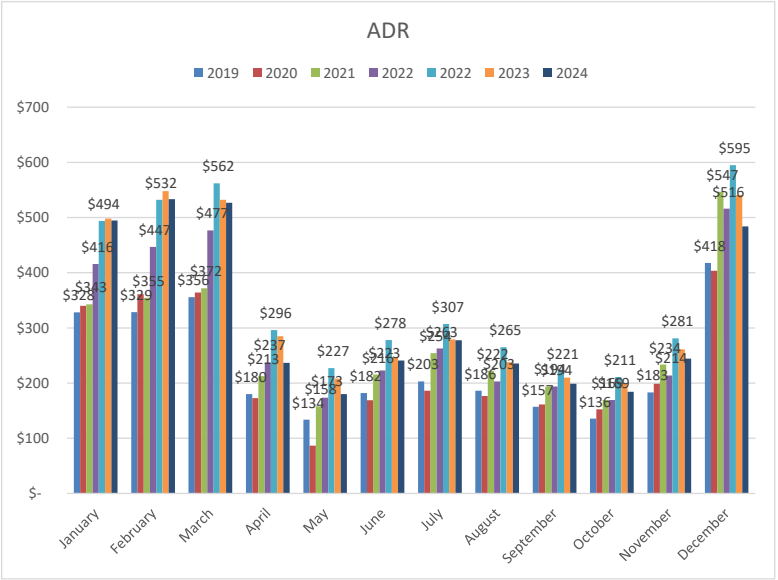
Breckenridge - Source DMX RAO

Occupied Room Nights

	DMX 2019	DMX 2020	DMX 2021	DMX 2022	Key Data 2022	Key Data 2023	Key Data 2024
January	49,948	48,246	45,733	46,576	52,702	52,550	54,021
February	47,850	49,813	49,935	49,887	53,997	54,277	56,406
March	48,554	24,202	52,139	52,571	56,570	54,906	54,245
April	20,895	350	26,485	23,454	23,804	22,080	21,816
May	11,274	637	10,474	8,763	7,152	7,999	8,367
June	25,696	14,696	27,425	25,328	21,948	23,690	26,012
July	40,131	42,162	45,960	37,893	38,934	41,839	44,359
August	34,515	38,623	34,953	33,341	31,745	33,922	35,575
September	23,973	28,205	28,132	26,125	23,217	24,641	25,888
October	17,516	26,959	18,569	20,214	15,202	13,895	15,684
November	22,132	22,574	19,304	18,795	16,252	18,613	19,692
December	44,693	43,650	42,586	37,665	42,276	45,823	44,670
Total	**387,177**	**340,117**	**401,695**	**380,612**	**383,799**	**394,235**	**406,735**



	DMX 2019	DMX 2020	DMX 2021	DMX 2022	Key Data 2022	Key Data 2023	Key Data 2024
ADR							
January	$ 328	$ 340	$ 343	$ 416	$ 494	$ 498	$ 495
February	$ 329	$ 361	$ 355	$ 447	$ 532	$ 548	$ 533
March	$ 356	$ 364	$ 372	$ 477	$ 562	$ 532	$ 527
April	$ 180	$ 173	$ 213	$ 237	$ 296	$ 285	$ 237
May	$ 134	$ 87	$ 158	$ 173	$ 227	$ 208	$ 180
June	$ 182	$ 169	$ 216	$ 223	$ 278	$ 247	$ 241
July	$ 203	$ 186	$ 254	$ 263	$ 307	$ 279	$ 278
August	$ 186	$ 177	$ 222	$ 203	$ 265	$ 238	$ 235
September	$ 157	$ 161	$ 194	$ 194	$ 221	$ 210	$ 199
October	$ 136	$ 152	$ 169	$ 169	$ 211	$ 199	$ 184
November	$ 183	$ 199	$ 234	$ 214	$ 281	$ 261	$ 244
December	$ 418	$ 404	$ 547	$ 516	$ 595	$ 541	$ 484
Total	**$ 233**	**$ 231**	**$ 273**	**$ 294**	**$ 356**	**$ 337**	**$ 320**



December 2024 - Key Data 52 properties, 3,275 units

Memo

To: Town Council

From: Communications and Engagement Division and Community Development

Date: January 21, 2025 (for January 28, 2025 work session)

Subject: Dark Sky Communication and Marketing Plan

Town Council Goals (Check all that apply)

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

Summary

The Communications and Engagement Division has been working with the Town's Community Development Division to create a Communications and Marketing plan for the upcoming Exterior Lighting Policy compliance date of July 1, 2025. Included in this packet is an outline of the communications campaign strategy and a marketing concept presentation for Council's approval.

Background

In 2007, the Town Council adopted the existing exterior lighting code with a requirement that all lighting be brought into compliance by July 1, 2022. That compliance date was extended to July 1, 2025. With this new compliance date approaching in the next few months, Community Development met with the Town's Communications and Engagement Division to develop a communications and marketing strategy to inform community members about Dark Sky and the compliance date.

Public outreach/engagement

Staff has created a marketing campaign strategy (included in this packet) that outlines the public outreach and engagement ideas and methods that will be used for this campaign.

Financial Implications

Currently, staff is working within the Communications and Engagement Division's budget for the marketing part of this campaign and Community Development has budgeted for the in-person events.

Equity Lens

The Communications and Community Engagement Division uses the Equity Lens when creating communications and marketing initiatives.

Staff Recommendation

Staff is looking for Council to approve either Concept 1 or Concept 2 from the presentation.
Staff will be available for questions and welcomes any feedback, changes, or additions Council may have.

Campaign Objectives

- Develop a brand and educational campaign to promote the Dark Sky Initiative, changes to the Town Lighting Code, and the compliance date for exterior lighting standards.
- Educate community members about the value and benefits of Dark Skies, the approved exterior lighting code and the resources available to help with implementation.
- Educate community members on what Dark Sky Certification is and the benefits to our community.
- Promote compliance and Dark sky events hosted by the Town of Breckenridge Community Development division.

Target Audience

- Primary Audience: Property owners (year-round and part-time residents).
- Secondary Audience: Local businesses, property managers, and HOAs.
- Ancillary Audience: Residents and visitors

Campaign Messaging

- Why Dark Skies Matter: Benefits of living in a certified Dark Sky community (enhanced quality of life, wildlife habitat protection, enhanced experience in town, etc.).
- Your Path to Compliance: Easy-to-follow guides and practical solutions for meeting the lighting code standards.
- Best Practices: Dark Sky's Five Principles for Responsible Outdoor Lighting.
- Real Stories: Highlight testimonials and success stories.

Tactics

Digital Marketing

- Social media campaigns on Town accounts featuring infographics, short videos, and implementation guides.
- Summit Daily News digital ads emphasizing community and environmental benefits.

Traditional Media

- Radio ads featuring local voices or leaders talking about Dark Skies.
- EffecTV animated video commercials.
- Print ads in Summit Daily and community-focused magazines.

Community Engagement

- Host in-person information sessions.
- Incorporate fun experiences like Snowshoe Stargazing Events.
- Attend HOA meetings and provide content for association newsletters with a focus on FAQs and compliance tips.
- Attend appropriate resident-focused events.

Timeline

December 2024

- Finalize campaign materials and get feedback from the Dark Sky Team.

January 2025

- Present finalized concepts to Council for approval.
- First Dark Sky Drop-In event.

February 2025

- Begin rolling out messaging on the benefits of living in a Dark Sky community.
- Launch introductory ads in digital, print, and radio channels.
- Attend Highlands HOA Meeting.

March 2025

- Add the Five Principles of Responsible Outdoor Lighting to the narrative.
- Begin EffecTV commercials
- General Education Event #1.

April 2025

- Launch “3 Steps to Compliance” campaign.
- Expand radio ads with real-life resident experiences.
- Launch “Understanding your options” campaign.
- Recycling becomes available at Public Works.
- April 21-28, 2025, is International Dark Sky Week.

May 2025

- Revisit our approach for after the compliance date and switch to enforcement messaging.

June 2025

- Dark Sky Month for Colorado and Town of Breckenridge.
- Presence at Town Clean Up/Town Party

July 2025

- Ordinance becomes effective
- Evaluate effectiveness of campaign to determine next steps

Dark Sky

Marketing Materials

Concept 1



Concept 2



Focus: Benefits to living in a dark sky community





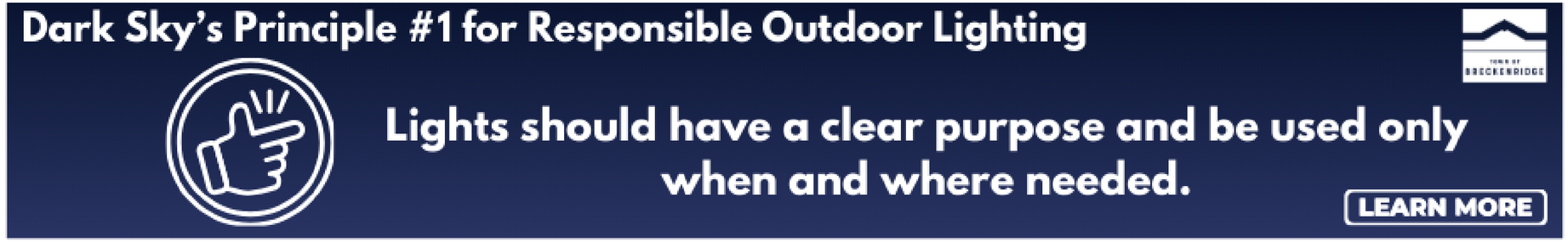






Focus: Dark Sky's Five Principles for Responsible Outdoor Lighting











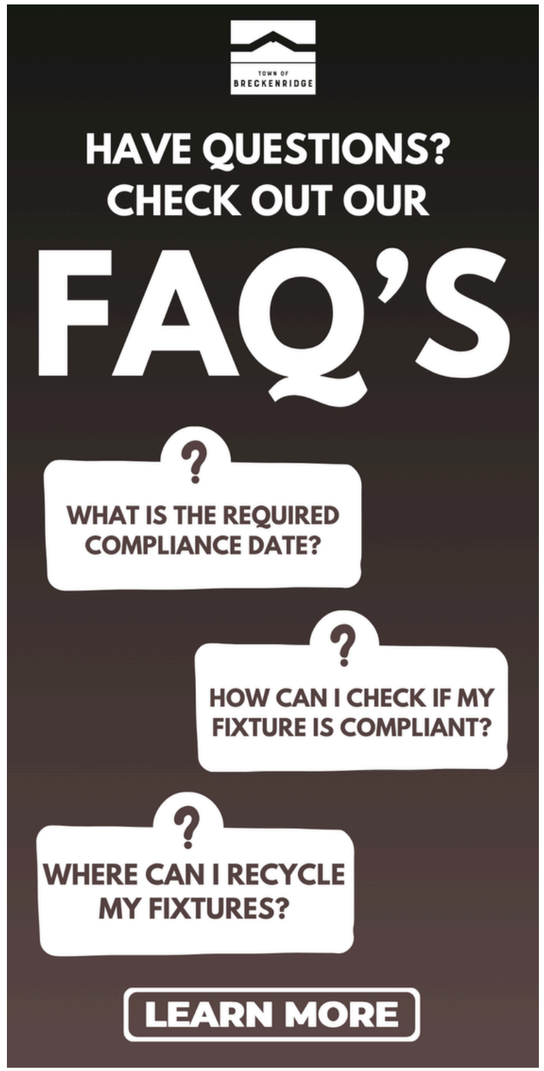




Focus: Understanding your Options



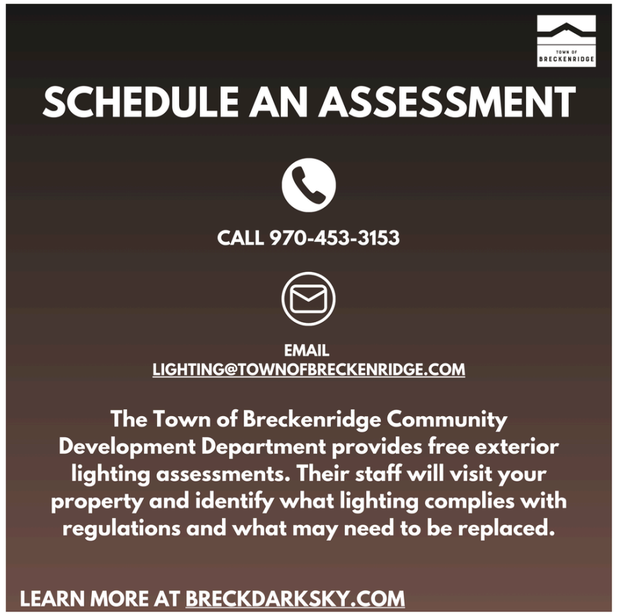




Focus: 3 Steps to Compliance











Timeline

FEBRUARY 2025 - JULY 2025

Benefits to living in a dark sky community

February - March

Animated Video on EffecTV

March - May

Dark Sky's Five Principles for Responsible Outdoor Lighting

March - April

3 Steps to Compliance

April - July

Radio and Video Testimonials

April - July

Understanding your Options

April - July

Tactics

Summit Daily News Digital Ads	Summit Daily Print Ads	EffecTV Commercials	Radio
Town Social Media Accounts	Social Media Ads	In Person Events & Community Meetings	Magazines
Letters to the Editor	Association Newsletter	Dark Sky Celebrations	HOA Meetings

Memo

To: Town Council
From: Jon Dorr- Assistant Director of Recreation
Date: 1/21/25 (for 1/28/25 work session)
Subject: July 4th Programming/ SPARK

Town Council Goals (Check all that apply)

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

Summary

The Breckenridge Events Committee (BEC) was tasked with researching additional 4th of July animation. Through their research, they were presented an opportunity to bring the SPARK installation by Studio Roosegaarde to Breckenridge. This installation could coincide with either the Fourth of July celebrations or the Breckenridge International Festival of Arts (BIFA). Staff seek Town Council feedback regarding July 4th animation options. Breck Create staff will be available to answer questions.

Background

Based on Town Council's direction, the Breckenridge Events Committee was asked to increase animation after the 4th of July parade and into the evening hours. The Committee tasked Breck Create with researching the possibility of a Drone Show for July 4, 2025. Given the high cost, weather dependency, short duration, and commonality of a drone show, Breck Create also brought forward an alternative project: SPARK by Studio Roosegaarde. SPARK has the same cost as the high end of a large, 1,000 drone show, but offers less risk, longer duration, and greater potential to set Breck apart in terms of brand. BEC believes SPARK checks all the event goal boxes: Destination/Brand Driving, Community Goodwill, and Build Business. BEC endorsed further exploration in December and the Town Council expressed interest at the 1/14/25 Work Session. An additional Breckenridge Events Committee meeting took place on 1/21/25 where discussion continued on how and when SPARK could best serve Breckenridge.

It was the Committee's desire to look at options that compliment the existing programming that happens throughout Town, particularly the popular and revenue-driving NRO concert. It was determined that SPARK fits that goal. The NRO is interested and Breck Create will explore the potential of incorporating live orchestral music into the SPARK experience; however, this option is likely not supported by the artist whose intent is for the experience to be silent and inspire a contemplative environment. In general, presenting SPARK on a holiday like July 4th aligns with Studio Roosgaarde (and Breck Create's) commitment to creating artistic experiences that seek to address issues of climate change and the environment through inspirational, innovative, and magical experiences for all.

Visitation and overnight lodging is historically strong on July 4. The event's primary goal is community goodwill, so investment scale and market strategy have not been aimed at driving destination visitation. Presenting SPARK would be an event strategy shift. Additionally, July 4th on the next two years falls on Friday and

Saturday. SPARK will require a heavy lift to effectively engage the community in planning for this already busy weekend. Its scale in terms of cost and infrastructure impact is significant.

Despite great enthusiasm for SPARK, BEC is hesitant to present it on July 4 for the reasons above. The Committee and BTO highlighted another viable option as the Breckenridge International Festival of Arts (BIFA), which typically takes place in mid- to late August (August 15-24, 2025) a time where occupancy is less due to the start of school in local and national markets. A partnership between BTO and Breck Create could leverage this special project to increase visitation during this timeframe. Breck Create can incorporate SPARK into the 2025 BIFA schedule; however, delaying SPARK until 2026 would provide an opportunity to design the entirety of the festival's programming around the theme of "Air" and/or "Dark Sky" as well as help optimize cost containment and sponsorship solicitation. If Council gives the direction of presenting SPARK during BIFA, then the Committee will continue to work on increased programming for the 4th of July.

The committee wanted to be conscious of not incorporating an afternoon music act that could potentially be detrimental to ticket sales of the NRO 4th of July concert. Animation discussed was a progression of events that could drive visitation to the town core in the afternoon with a family circus event. The committee along with Breck Create continues to look at ways of lighting up Breckenridge – literally and figuratively - in the evening after the completion of the NRO concert. The timing of the NRO concert could be adjusted to best compliment animation. Collaboration with all of the arts entities will happen as this potential event animation continues to take shape.

About SPARK
Inspired by fireflies and the desire to reinvent traditional fireworks, SPARK is a poetic display of thousands of biodegradable light sparks gracefully floating through the air.

- SPARK has been presented at major municipalities around the world including London, Madrid, Aix-en-Provence to name a few, this would be the US premiere.
- The proposal includes three nightly performances.
- In addition, the studio agreed to a media, sponsor and donor preview during a rehearsal on a fourth night.
- The performance length can be customized and typically lasts 3-4 hours. The idea is for people come hang out, interact, go eat, shop and come back.
- To maximize the experience, the surrounding area will need to be as dark as possible, and there could be some fun ways to play with this—for example candlelight dinners in the restaurants.
- Presenting SPARK aligns with the Town's goal to become a certified International Dark Sky Community in 2025 and is a fun promotional opportunity for the initiative. In 2021 Studio Roosegaarde partnered with UNESCO on a dark sky initiative, SEEING STARS .
- Weather should not be an issue as the crew can adjust the machines on the ground to accommodate fluctuations in wind and moisture.
- A site visit is required immediately so a Breck-specific experience can be designed. The studio needs 3-4 months to plan production afterward.
- This experience could be attractive to regional and national corporate sponsors and media.

Public outreach/engagement
Public comment during a BEC meeting posed the question of how we keep people in Breckenridge after the 4th of July Parade. From that comment, the formation of a subcommittee occurred to investigate options. This committee consisted of members of the BTO, Breck Create, Town of Breckenridge, lodging association, restaurant association, event producers, arts entities, and two at-large committee members. The expansive group was able to vet options collectively. Any decisions made by Town Council regarding July 4th animation or BIFA-related artists would be communicated through Town, BTO, and Breck Create-based media outlets.

Financial Implications
SPARK Conservative Expense Estimate: **$299,750***
SPARK without contingency and $50,000 in sponsorship to offset: **$225,000-$250,000***
Increased 4th of July animation if SPARK is not used- **$40,000-$60,000**

**Does not include TOB police, public works, staffing costs.*

Equity Lens
The committee feels that this is an inclusive, welcoming event that would be available to all members of and visitors to our community.

Staff Recommendation
To proceed with SPARK in 2025, the Town Council's decision is required by the end of January to secure affordable shipping options and ensure sufficient production time. The BEC and Breck Create will collaborate on the logistical and promotional aspects to ensure the success of this event. If SPARK is deemed more appropriate for BIFA, the Breckenridge Events Committee will return with a detailed approach for additional 4th of July animation, as more time is needed to explore options.

We look forward to discussing this opportunity further and are happy to answer any questions or provide additional information.

Memo

To: Town Council
From: James Phelps – Director Public Works
Date: 22 Jan 2025 (for 28 Jan 2025)
Subject: Blue River Watershed Group – Wildfire Ready Watershed Grant/Funding Partnership

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Town Council Goals (Check all that apply)

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

Summary

I am requesting support on the behalf of the Town of Breckenridge – Water Utility for commitment of $15,000 to the Blue River Watershed Group for the grant match of the Colorado Wildfire Ready Watershed Grant.

Background

The Blue River Watershed Group (BRWG) is an organization focused on the protection and restoration of the Blue River watershed in Colorado. The Blue River watershed covers an area that geographically includes Breckenridge and its tributaries, an essential water resource for our community. The group addresses various environmental challenges, water quality issues, habitat restoration, and conservation efforts. The stakeholder group balances the needs of people and nature, while focused on the health of the watershed for future generations.

The BRWG has applied and received a grant through the State of Colorado – Colorado Water Conservation Board (CWCB). The Colorado Wildfire Ready Watersheds Grant is designed to help communities reduce wildfire risk and enhance watershed resilience in areas that are prone to wildfires. The grant focuses on projects to protect water resources, minimize the impact of wildfire on water quality and improve watershed health. The Town is a stakeholder in the wildfire ready watershed working group.

The goal of the project will provide the participating communities with a Wildfire Ready Action Plan (WRAP). The WRAP will include both a pre-disaster preparedness plan as well as a post-disaster action plan. The pre-disaster plan will focus on infrastructure upgrades, warning systems, ordinances and special hazard areas, risk mitigation infrastructure and education and outreach. The post-disaster plan will include post fire assessments, GIS data preparedness, interagency community/coordination strategy, and post-fire recovery actions, to name a few.

Public outreach/engagement

BRWG has identified specific stakeholders that have representation and engagement with local, regional and private constituents. The stakeholders consist of: Summit County Commissioner, Town Representatives, Denver Water, State officials, Fire departments, and ski areas.

Financial Implications

For Fiscal Year 2025 there are no anticipated financial constraints. Once the Wildfire Ready Action Plan is complete, the water division does anticipate recommendations that may affect future budgets. The Town of Breckenridge stakeholder participation in the development of the Wildfire Ready Action Plan will additionally provide opportunities for future grant funding for mitigation measures as identified by the plan.

Equity Lens

The wildfire ready action plan will promote proactive wildfire and watershed management for the Town of Breckenridge, and all the communities of Summit County.

Staff Recommendation

Staff support both participation and financial contribution to the Blue River Watershed Group for the required grant match for the Colorado Wildfire Ready Watersheds Grant.

Town Project Staff Report

Subject: Kingdom Park Pavilion and Skate Park Expansion
(Town Project Hearing – PL-2025-0001)

Proposal: An application to add an additional 12,500 square feet of area to the existing skate park in its present location for a total of 31,500 square feet of skateable area. The skatepark addition will include a new layout and features. The Kingdom Park Pavilion project scope includes renovating the space between the two baseball fields from the recreation path to the east, to the parking lot to the west. The renovation involves demolishing the existing restroom and pavilion structure, regrading the site to meet ADA requirements, rebuilding a restroom, adding a shade structure, installing batting cages, improving viewing locations, and creating a safer vehicular entry to the parking lot by demolishing the entry island and making a designated drop-off zone.

Date: January 16, 2025 (For meeting of January 21, 2014)

Project Manager: Chris Kulick, AICP – Planning Manager

Applicant: Town of Breckenridge – Kendra Hane, Senior Engineer and Jane Horton, Outdoor Programs Coordinator

Owner: Town of Breckenridge

Address: 880 Airport Road

Legal Description: Unsubdivided (Acres 29.010 Mining Claim(s) cont 29.0100 acres MAGNUM BONUM MS# 3139 LEASE BRECK REC CENTER FRENCH GULCH MS# 2589 FRENCH GULCH MS# 2589 FRENCH GULCH MS#2589 TR 6-77 Sec 30 Qtr 3 MAGNUM BONUM MS#3139 Improvement Only SEE 6500659, 6510141 FOR IMPS TR 6-77 Sec 30 Qtr 3 SEE 4008496 FOR LAND TR 6-77 Sec 30 Qtr 3 Mining Claim(s) cont 29.010 acres POSSESSORY INTEREST TOWN OF BRECK MAGNUM BONUM MS# 3139)

Land Use District: 3: Recreation (Intensity of Use and Structural Type by Special Review)

Site Area: Total Site Area of Kingdom Park: 29.01 acres (1,263,675.6 square feet)

Site Conditions: The skate park is located on a portion of Kingdom Park; north of the Recreation Center, south of the grass sports field, and southeast of the outdoor tennis courts. Paved asphalt paths are south, east and west of the park site. The existing skate park is relatively flat and concrete. The 6,000 square foot area of addition is currently a flat grassy area.

Adjacent Uses: North: Police Station, Valley Brook Road, East: Blue River, Highway 9 South: Residential West: Mobile Home Park, Airport Road

Height:	Recommended:	26’
	Proposed:	15’ 7”
Setbacks:	Suggested:	
	Front:	15 ft.
	Sides:	5 ft.
	Rear:	15 ft.
	Proposed:	
	Front (south):	>100 ft.
	Side (west):	>100 ft.
	Side (east):	>100 ft.
	Rear (north):	>100 ft.



Existing Skate Park

Staff Comments

Land Use (Policies 2/A & 2/R): The proposed pavilion renovation and skate park addition are consistent with the existing recreational character of Kingdom Park and recreational uses allowed in LUD 3. This is an existing use and we do not find that this use is in conflict with any existing or desired uses for this recreational area. Staff and the Commission have no concerns with the continued and expanded use.

Site and Environmental Design (7/R): The majority of the areas are currently developed park space. The area proposed for the skateboard park expansion is a flat grassy area north of the existing park, just south of the turf field. The new pavilion is proposed near the existing pavilion slated for removal, which is in the concrete plaza between the two ballfields. Both of the proposed project areas are buffered with physical

distance and mature landscaping from the adjacent roadways, Airport Road, Valley Brook Road and Highway 9.

Architectural Compatibility (5/A & 5/R): The pavilion and restroom building walls feature Masonville Buff stone veneer (same as the River Park Pavilion) and bronze painted cementitious board and batten siding. Naturally stained timbers accent the building. A non-reflective standing seam roof rounds out the building materials. Since the pavilion features natural stone and wood accents, cementitious siding can be used without the assignment of negative points. Staff and the Commission have no concerns with the pavilion's proposed architecture.



Proposed Pavilion Rendering

Placement of Structures (9/A & 9R): Setbacks for recreational structures are not addressed in the code. The proposed pavilion and batting cages are more than 100 feet from any property line. This is a sufficient distance and there were no concerns with the locations of the proposed structures.

Building Height (6/A & 6/R): The height of the pavilion structure is 15' -7" which is under the recommended height of 26' in the LUD. The roof ridge is 72' long. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Since long, unbroken ridgelines, fifty feet (50') or longer are discouraged, the proposal warrants negative one point (-1) by Code.

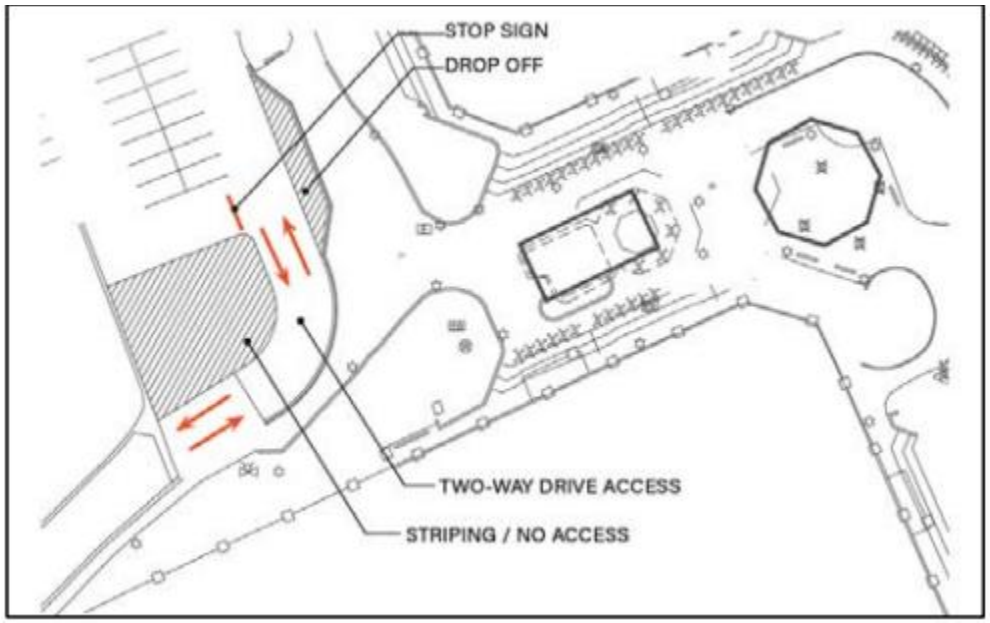
Density (3/A & 3/R): The interior density is approximately 500 square feet. Per the Joint Upper Blue Master Plan (language below), there is an exemption for creating additional density for community facilities. As this park and restrooms are public, no density transfer is required.

Policy/Action 4. Additional density should not be created anywhere within the Basin, whether through upzonings, annexations or some other mechanism. An exception is for community facilities and institutional uses and those identified in the Affordable Workforce Housing section.

Drainage (27/A & 27/R): There should be no major drainage impact with the renovations and small additional expansion. The Engineering Department will ensure that drainage is mitigated on site.

Access / Circulation (16/A & 16/R; 17/A & 17/R): The pavilion portion of the project seeks to provide improved connections to the ballfields and amenities from both the Blue River Recreation Path and Rec Center parking lot with a new pathway, signage, and widening of the entry points into the plaza space. Connectivity through the site is improved by a new multi-use paved path (12 feet wide) from the Blue River Recreation Path to the Recreation Center parking lot. The new path reduces the grade and eliminates the current steps which will provide ADA compliance and access to the restrooms, pavilion shade structure and through the site.

Vehicular circulation at the south end of the recreation center parking is also improved with this proposal. The existing splitter-island configuration of the south parking lot entrance is problematic for both vehicles circulating the lot and pedestrians accessing the ballfields. Removal of the landscaped splitter island is proposed with this project to reduce driver confusion and increase safety for both vehicles and pedestrians.



Revised Vehicular Circulation Diagram

Multiple asphalt pedestrian pathways exist around the east, west and south sides of the skatepark site providing access from the Recreation Path, Recreation Center, parking lot, and Airport Road sidewalk.

Past Precedent for +3 points:

1. CMC Student Housing, PL-2022-0064, Install new sidewalk that connects existing Denison Placer apartments and new CMC housing to main CMC campus.
2. East Peak 8 Hotel and Cucumber Gulch Preserve Preventative Maintenance Area (PMA) Variance, PL-2018-0576: Provided a public access easement.
3. Village Hotel Exterior Remodel, PL-2018-0482: Provided a public pedestrian access easement.
4. Lincoln Grill, PL-2017-0030: Provided a mid-block access easement.
5. Huron Landing, PL-2015-0498: Provided a section of a public rec path.
6. Fifth Amendment to the Amended Peak 7 & 8 Master Plan, PC#2013006: Provided a sidewalk along Ski Hill Road.
7. Pinewood Village II, PL-2014-0170: Provided a sidewalk connection along Airport Road.

Based on past precedent for providing a public access connections and above average internal circulation, staff and the Commission recommends positive three (+3) points under Policy 16/R for the new ADA connection between the Recreation Path and the Recreation Center Parking Lot, and the improved vehicular circulation on the south end of Kingdom Park.

Parking (18/A & 18/R): Ample parking is available in the existing Recreation Center parking lot.

Recreation (20/R): This policy encourages public recreation amenities. The entire purpose of this project is to improve community recreational assets. The 12,500 sq. ft. addition to the skateboard park increases

the park's size by 40% and is designed mainly for beginner skaters. The addition will complement the existing park's more advanced features. The new pavilion, restrooms, batting cages and accessibility features improve the recreational experience around the ball fields.

Past Precedent

1. River Park, PL-2018-0012, Provides more active recreation space for residents that live nearby. Positive three (+3) points were awarded.
2. Pilon Residence, PL-2017-101, Dedicated a public trail easement. Positive three (+3) points were awarded.
3. Denison Placer Phase 1, PL-2017-014, Provided a new section of 10' asphalt recreation path. Positive three (+3) points were awarded.
4. Recreation Center Expansion/Remodel and new Indoor Tennis Building, PL-2017-0004, The proposal is a sizable public recreational project. Positive six (+6) points were awarded.
5. Kingdom Park Playground, PL-2016-050, Constructed a new playground at the Recreation Center. Positive three (+3) points were awarded.
6. Grand Colorado at Peak 8 – East Building, PL-2015-0215, The rink will be open to the public and guests at no charge from 11 am to 7 pm everyday of the BSR ski season (no summer operation). Skates will be rented for minimal charge. Parking is not included for this use. The idea is that this is an amenity for the ski area not a destination like the Town's Ice Rink. Positive six (+6) points were awarded.
7. Skateboard Park Renovation and Addition, PL-2014-0037, Public park - active recreation provided. Positive three (+3) points were awarded.

This project helps meet the needs of the community by providing more active recreation space and programming for people of all ages and abilities. Staff and the Commission recommends the allocation of positive three (+3) points for this project which is consistent with established precedent.

Landscaping (22/A & 22/R): No new landscaping is proposed within the site. However, there is mature landscaping surrounding the project areas and throughout Kingdom Park. Staff and the Commission have no concerns.

Snow Removal and Storage (13/R): The skateboard park and pavilion plaza are not plowed or cleared of snow in the winter. The revised vehicular entrance configuration does not alter the amount of hard surface compared to what is existing, which does not require any additional snow storage. Staff and the Commission have no concerns.

Fences (47/A): Fences are prohibited outside of the conservation district except in specific applications. The code gives an exception to fences around ball fields, tennis courts, swimming pools, ski lifts or other outdoor recreation areas. Design standards for fencing around ball fields allow fences to use black or dark green coated chainlink fencing, steel or aluminum, or wood. The only new fencing that is proposed with this application is associated with the batting cages which will match the existing black coated chainlink fence that surrounds the perimeter of the ballfields. Staff and the Commission have no concerns.

Exterior Lighting (Sec. 9-12): No new lighting is proposed. If any new lighting is proposed in the future, it will be required to meet the exterior lighting policy for recreational facilities Section 9-1-12-12(3).

Point Analysis (Section: 9-1-17-3): Staff and Commission believe that all absolute policies have been met and that the proposal warrants the following points for a total passing point analysis of positive five (+5) points.

Negative points are incurred for:

- Policy 6/R Building Height: Negative one (-1) point as the building has a continuous ridgeline greater than 50'.

Positive points are awarded for:

- Policy 20/R Recreation Facilities: Positive three (+3) points for meeting the needs of the community by providing more active recreation space and programming for people of all ages and abilities.
- Policy 16/R Internal Circulation: Positive three (+3) points for the new ADA connection between the Recreation Path and the Recreation Center Parking Lot and the improved vehicular circular on the south end of Kingdom Park.

Staff Recommendation

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any concerns with this project, and any code issues. In addition, the Commission is asked to make a recommendation to the Town Council.

Staff and the Planning Commission recommend the Town Council approve the Kingdom Park Pavilion and Skate Park Expansion with the attached Findings and Conditions, PL-2025-0001 located at 880 Airport Road.

	Town Project Hearing Impact Analysis			
Project:	Kingdom Park Pavilion and Skate Park Expansion	**Positive**	**Points**	**+6**
PL:	PL-2025-0001			
Date:	1/28/2025	**Negative**	**Points**	**- 1**
Staff:	Chris Kulick, AICP, Planning Manager			
		Total	**Allocation:**	**+5**

Items left blank are either not applicable or have no comment

Sect.	Policy	Range	Points	Comments
1/A	**Codes, Correlative Documents & Plat Notes**	Complies		
2/A	**Land Use Guidelines**	Complies		Park Space is an existing and allowed use on the property
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	**Density/Intensity**	Complies		As this park and restrooms are public, no density transfer is required.
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	**Architectural Compatibility**	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
6/A	**Building Height**	Complies		Reccomnended 26', Proposed 15' 7"
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Ridgeline is unbroken for greater than 50'
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		Complies
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	**Ridgeline and Hillside Development**	Complies		
9/A	**Placement of Structures**	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	**Signs**	Complies		
13/A	**Snow Removal/Storage**	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		The skateboard park and pavilion plaza are not plowed or cleared of snow in the winter.
14/A	**Storage**	Complies		
14/R	Storage	2x(-2/0)		
15/A	**Refuse**	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	**Internal Circulation**	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)	+3	New ADA connection between the Recreation Path and the Recreation Center Parking Lot and improved vehicular circular on the south end of Kingdom Park
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	**External Circulation**	Complies		
18/A	**Parking**	Complies		No changes to parking required or proposed
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		

18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	**Loading**	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	This project helps meet the needs of the community by providing more active recreation space and programming for people of all ages and abilities.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	**Landscaping**	Complies		No new landscaping proposed
22/R	Landscaping	2x(-1/+3)		
24/A	**Social Community**	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	**Infrastructure**	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	**Drainage**	Complies		Preliminary drainage plan approved by Engineering.
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	**Utilities - Power lines**	Complies		
29/A	**Construction Activities**	Complies		
30/A	**Air Quality**	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	**Water Quality**	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	**Water Conservation**	Complies		
33/R	**Energy Conservation**			
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-4/+4)		

34/A	**Hazardous Conditions**	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	**Subdivision**	Complies		
36/A	**Temporary Structures**	Complies	**Fails**	**Fails policy; temporary structure does not replace an existing structure that is under repair or reconstruction.**
37/A	**Special Areas**	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	**Home Occupation**	Complies		
38.5/A	**Home Childcare Businesses**	Complies		
39/A	**Master Plan**	Complies		
40/A	**Chalet House**	Complies		
41/A	**Satellite Earth Station Antennas**	Complies		
42/A	**Exterior Loudspeakers**	Complies		
43/A	**Public Art**	Complies		
43/R	Public Art	1x(0/+1)		
44/A	**Radio Broadcasts**	Complies		
45/A	**Special Commercial Events**	Complies		
46/A	**Exterior Lighting**	Complies		
47/A	**Fences, Gates And Gateway Entrance Monuments**	Complies		Outside of the Conservation District, fencing at public improvement projects proposed by the Town is allowed under Policy 47/A.
48/A	**Voluntary Defensible Space**	Complies		
49/A	**Vendor Carts**	Complies		
50/A	**Wireless Communications Facilities**	Complies		

TOWN OF BRECKENRIDGE

Kingdom Park Pavilion
and Skate Park Expansion
880 Airport Road
PL-2025-0001

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 21, 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 21, 2024. This Town Project was listed on the Town Council's agenda for the January 21, 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 Permit application under the Town's Development Code (Chapter 1 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.**

\ CONCEPTUAL SITE LAYOUT



BALLFIELD PAVILION PROJECT - KINGDOM PARK
TOWN OF BRECKENRIDGE, JANUARY 2025

CLARK & ENERSEN

\ CONCEPTUAL RESTROOM DESIGN



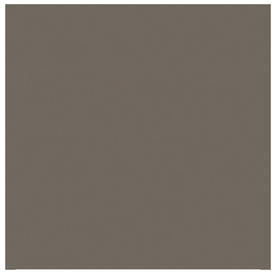
STANDING SEAM METAL ROOF



PAINTED SURFACES
URBANE BRONZE



BOARD AND BATTENV
CEMENT BOARD



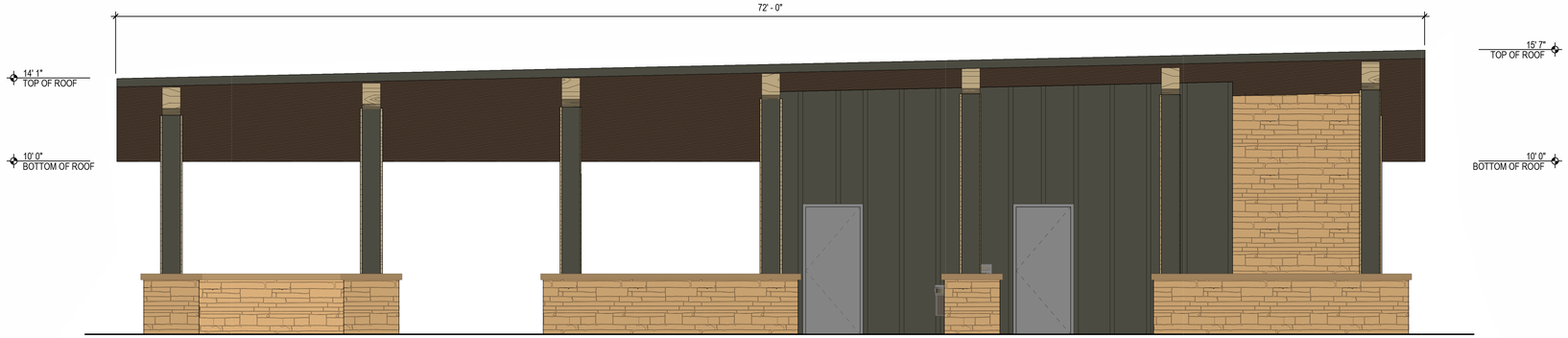
ACCENT PAINT - CARIBOU



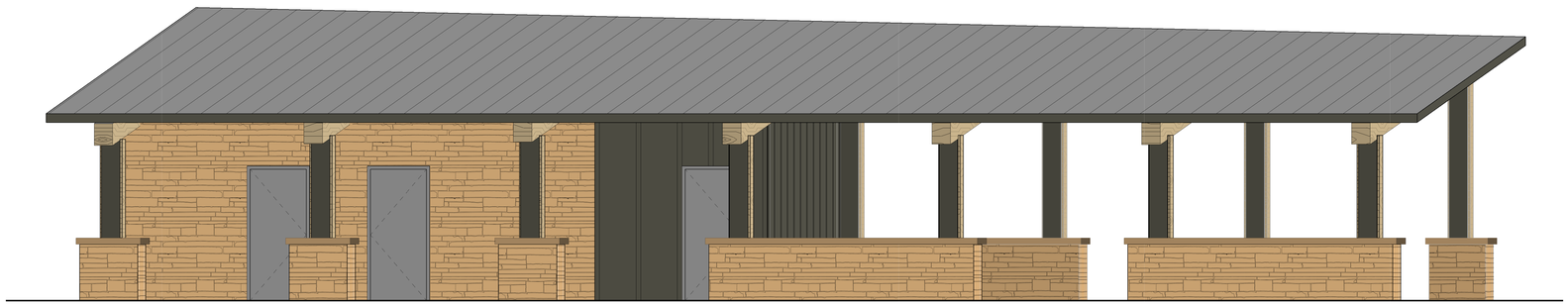
MASONVILLE BUFF STONE
VENEER



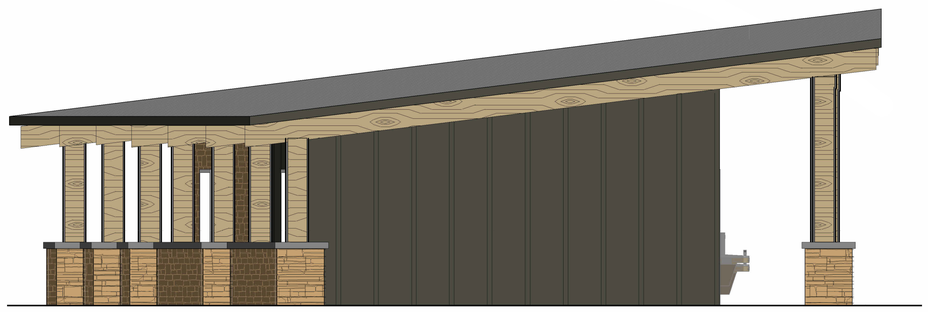
WOOD TIMBERS
SEALED



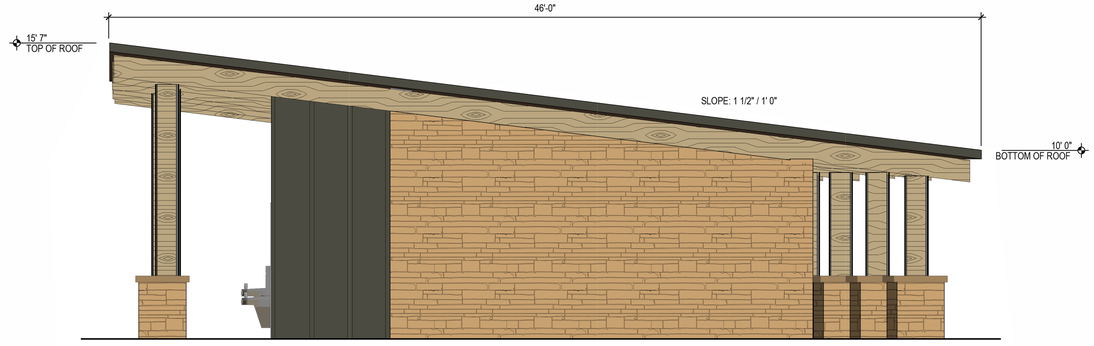
NORTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

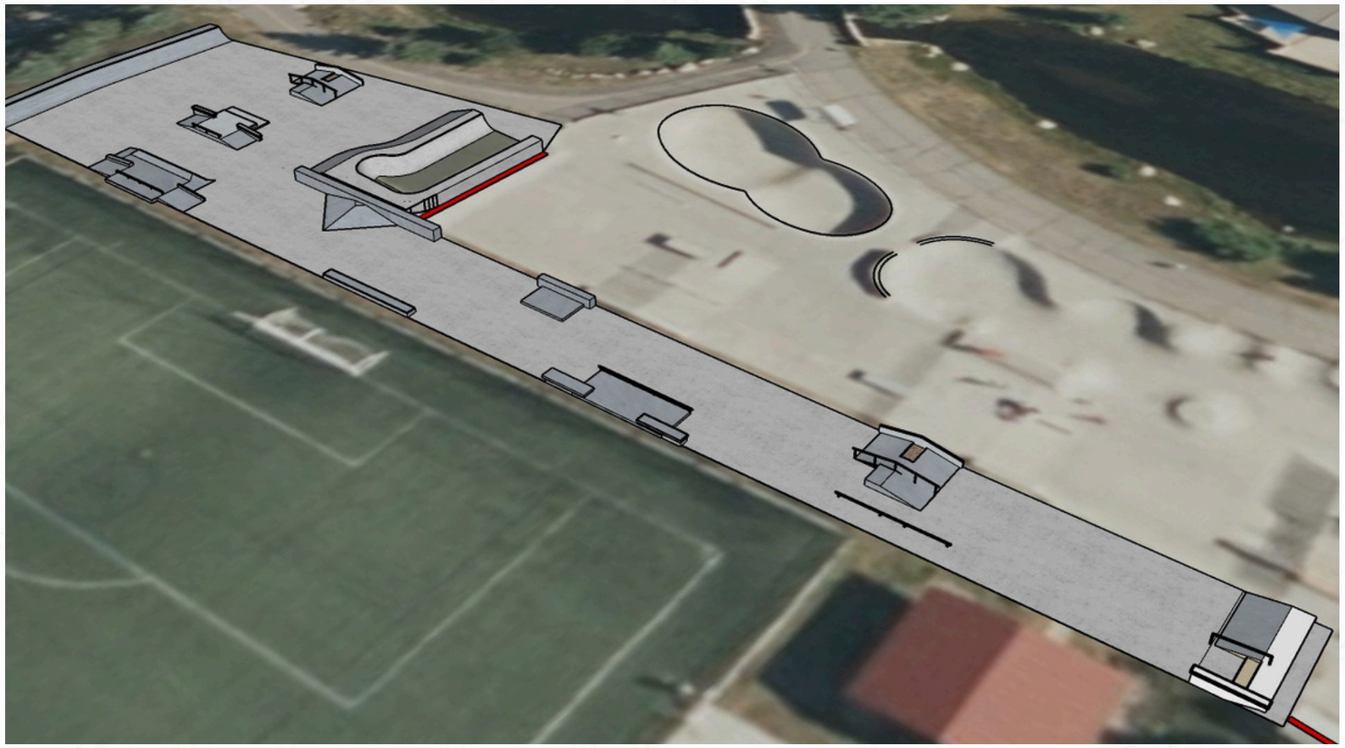


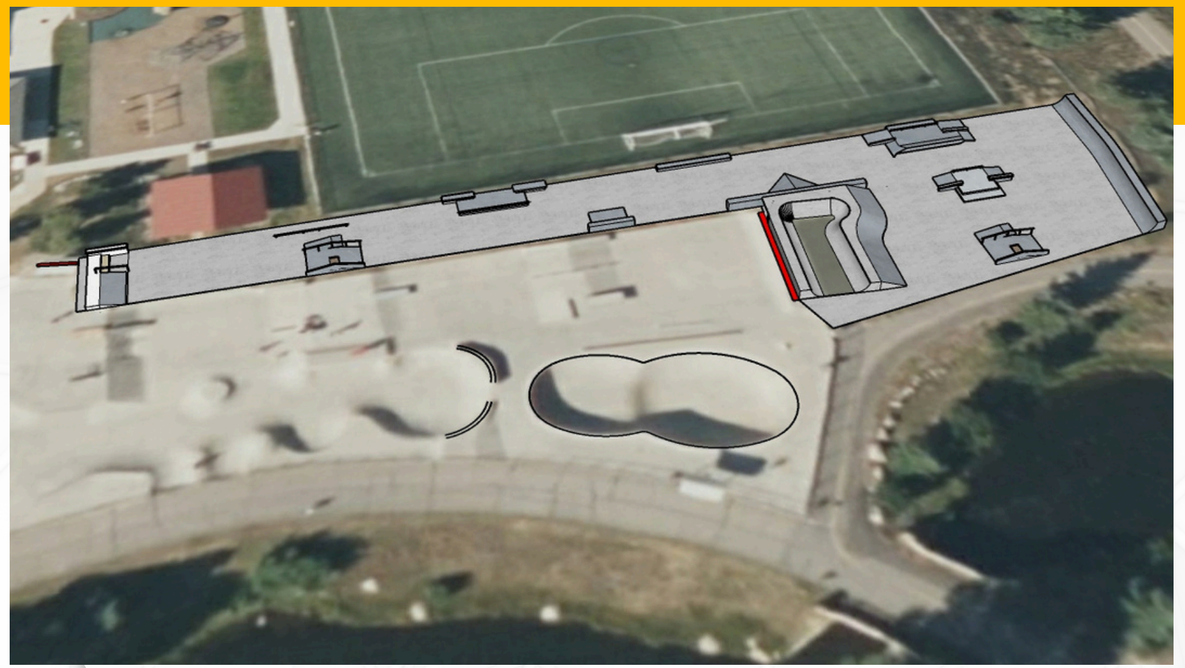
EAST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

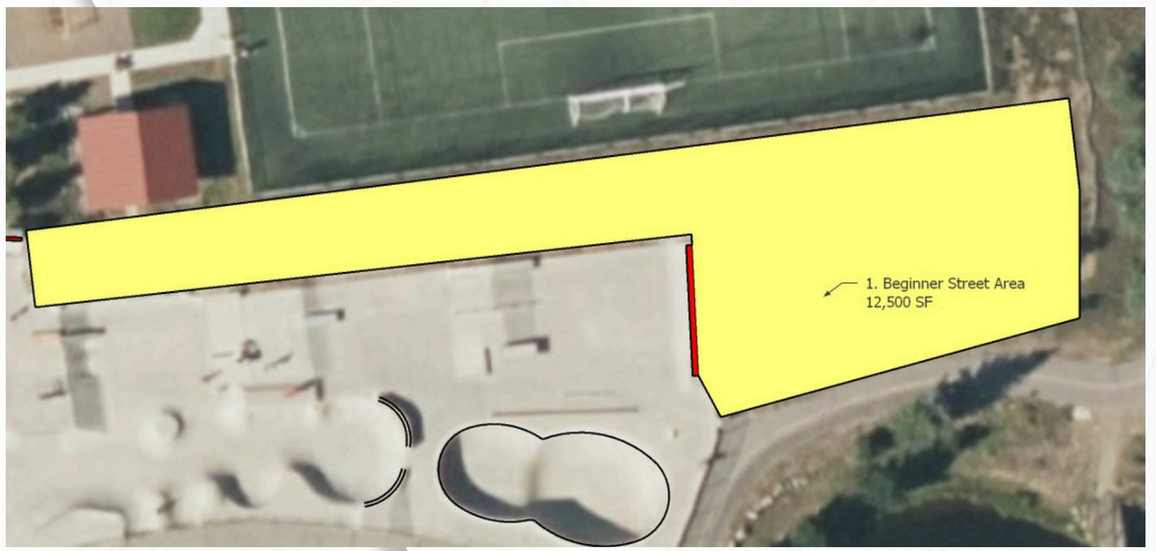


WEST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

Breckenridge Skatepark Expansion
12,500 SF







Footprint and Design Renderings

Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager
Jessie Burley, Sustainability & Parking Manager

Date: 1/23/2025 (for 1/28/2025)

Subject: Neighborhood Preservation Policy Worksession

Town Council Goals (Check all that apply)

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

Summary
This memo will provide a framework to discuss neighborhood preservation issues that have been identified as general concerns by the Council. This subject is multi-layered in its potential impact to the community. Therefore, at this worksession, staff will provide follow-up information pertaining to the issues identified at the November 26, 2024 worksession and seek direction to ensure that staff focuses on the key concerns for future meetings.

Neighborhood Preservation Policy Mission Statement
The Town of Breckenridge values the diversity of homes throughout its neighborhoods, including diversity in home size, type, and architecture. The variety of different types of homes reflect the deep and colorful history of Breckenridge, from its small mining town roots through its evolution to a world-class resort destination. The recent trends of demolishing existing homes and replacing them with large residences that dominate the viewshed compromise the character of our town and neighborhoods and do not align with multiple Town goals and community values, including Community Character, Natural Resources, the Built Environment and Sustainability.

Background
In September 2007, Town Council voiced concerns regarding the development of large homes in Town and expressed their desire to maintain the character of the existing neighborhoods. The Council was concerned that "scrape offs" and new construction resulting in large homes could pose a threat to the existing character of these neighborhoods and directed staff to create a "Neighborhood Preservation Policy" (NPP). Based on the Council's concerns, the Town embarked on an in-depth, two-year planning process that established above ground density limitations for single-family lots without platted building or disturbance envelopes. More recently, the Council requested staff revisit this topic due to current development trends and identified topics of concern at the November 26, 2024 worksession. The topics that staff were directed to focus on included:

- Development Control Points
  - Setbacks
  - Building Height
  - Elimination of Positive Points (Electric Vehicle Chargers & Landscaping)
- Design Elements
  - Roof Design
  - Building Orientation

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.

    - Glazing
- Sustainability
    - Increased Energy Standards
    - Electrification
    - Material Diversion

Development Control Points
Beyond the actual square footage of a home there are other code-based guardrails that influence the perception of home size and character at a macro level. Among those guardrails, setbacks and building height are two of the most important. Setback and building height regulations are also principal tools to address preservation of views, limiting shadow projections and site buffering.

Setbacks
Staff has compared our setback requirements to peer communities listed in the matrix below and finds our existing Relative setback requirements are among the most restrictive. However, our minimum Absolute front setback requirement of 15' with negative points is the least restrictive when benchmarked against the other communities. Staff suggests eliminating the ability to take negative points from the Development Code related to setbacks for single-family homes outside of the Historic District and adopt the more restrictive Relative setbacks as the Absolute requirement to ensure more privacy and buffering from neighboring properties and public rights of way. This would result in setback requirement of Front 25', Side Combined 50' (minimum 15' on one side), Rear 15' and increase the front and combined side setbacks by 10' compared to the current minimum. *Does the Council support increasing setbacks to the staff recommended minimums?*

Building Height
Staff also compared our allowed building height for single-family homes outside of the Historic District to the same communities and found that we are the most generous with a permitted maximum permitted building height 35'. Staff believes another way to reduce the perceived size of homes in our community would be to reduce the maximum permitted height to 30', which would be in the mid-range of the communities reviewed. Additionally, staff could explore adding a limitation to the percentage of ridgeline that can be within a set number of feet from the maximum height to further reduce the appearance of bulk. *Does the Council wish to explore either of these options related to height limitations?*

Comparison to Peer Communities				
	Setbacks			Maximum Building Height
	Front	Side	Rear	
Breckenridge (Absolute)	15', garage 20'	Combined 40' (Minimum 15'on one side)	15'	35'
Breckenridge (Relative)	25'	Combined 50' (Minimum 15'on one side)	15'	N/A
Aspen	25'	10'	10'	25'
Pitkin County	30'	10'	10'	28'
Summit County	25'	15'	25'	35'
Vail	20'	15'	15'	33'
Highlights Most Restrictive				

Elimination of Positive Point Opportunities
The Council provided clear direction at the previous worksession that positive points for electric vehicle (EV) chargers and above average landscaping should be removed from the Development Code. Staff notes that in recent years there has been a trend towards more negative point opportunities while at the same time reduced opportunities to earn positive points in the Development Code. For a performance-based code to work correctly there needs to be a balance

of opportunities for earning positive and negative points at a variety of point increments. Prior to drafting a draft code amendment for the elimination EV charging and landscaping positive points, staff would like to clarify if eligibility for these points should be eliminated for all projects or just single-family homes. Staff feels there may some benefit in incentivizing more abundant and larger caliper landscaping for larger multi-family and commercial buildings since landscaping is generally the main option to softening these types of developments. *How does the Council desire staff address restricting positive points for EV charging and landscaping?*

Design Elements

In addition to more macro level development controls, staff has further researched more fine-grain design attributes that influence character throughout the 19 neighborhoods (see attached map) subject to NPP standards. Like the previous worksession, we will use the Weisshorn Subdivision as an example, along with the neighboring Gold Flake subdivision, to illustrate the changing patterns of development. The Weisshorn Subdivision is comprised completely of lots that do not have any type of building or disturbance envelope while the Gold Flake Subdivision features a mixture of lots with and without envelopes. Staff has included an attachment of homes that have been developed over the last 60 years in these two subdivisions that will aid the discussion related to design features.

Roof Design

It is well noted that the majority of the existing NPP neighborhoods feature a diversity of architectural styles which includes many different types of roof designs. The attached examples of homes in the Weisshorn and neighboring Gold Flake Subdivision highlight the many roof design styles that include various shed, barrel vault, mid-century and gable roof forms. Since the character of these neighborhoods has always included a variety of roof forms staff does not recommend establishing a dominant character now. Staff notes there are areas of Town that strictly regulate roof forms through HOA standards to create a consistent character but does not recommend an additional layer of regulation from the Town to achieve uniformity beyond those standards. *Does the Council agree with not establishing a roof design regulation at this time?*

Building Orientation

Throughout Town, homes are oriented inconsistently relative to where the primary entrance is located. Some primary entrances are on facades that are adjacent to the street, others are on façades that face inward. The examples below are representative of this issue, with some homes featuring clearly defined primary entrances adjacent to the street and others featuring facades visible from the streets that are more typical of a rear façade. Some municipalities have adopted design features that respect traditional entrance patterns such as requiring the appearance of a primary entrance facing the street. Staff notes that requirements for orientation are generally found on smaller lots with limited setbacks and that on larger lots that have a greater separation and buffer from the street, orientation is commonly viewed as a less critical design feature. Existing homes in the Town feature a variety of orientations, so instituting more rigid rules concerning this issue would result in many homes becoming non-conforming structures. Staff believes that by increasing front setbacks for single-family outside of the Conservation District, as recommended above, more distance from public viewpoints will be provided and will soften the appearance of homes that do not have a clearly defined primary entrance that is visible from the street. *Does the Council have any interest in pursuing building orientation standards?*



Home with no primary entrance features viewed from public road (east side of road)



Home with clearly defined primary entrance viewed from street (west side of road)

Glazing

Within Breckenridge, glazing is generally related to building orientation as most buildings in Town are oriented to maximize views of the surrounding landscape. In the attached Weisshorn and Gold Flake examples, the general development pattern features homes on the east side of streets having large expanses of glass facing the street to take advantage of views of the Ten-Mile range. Homes on west side of streets generally have limited glazing facing the street but have large expanses of glass facing west off the back of the home. This trend is highlighted by the two homes featured above in the orientation section that are on the opposite sides of the same street. Staff are aware of a perception that the percentage of glazing in new homes outside of the Conservation District is increasing but acknowledges the desire to maximize views through large expanses of glass has been consistent from the 1960's forward as demonstrated by the attached examples which show varying percentages of glazing from moderate to high in each decade. The start of large lot single-family home development in Breckenridge in the 1960's coincides with large panes of glass becoming more widely available. Many buildings constructed during that period, including early Weisshorn homes, featured more generous glazing than what was developed previously in the Historic District, to take advantage of mountain views. This desire for generous glazing and natural light carries forward to the present.

206 Royal Tiger Road (1962) features generous glazing on its front façade.





200 Royal Tiger Road (1966) features an abundant amount of glazing in the central living area

As noted below in the Increased Energy Standards section, glazing is limited to a maximum of 30% of the wall area by the Summit Sustainable Building Code (SSBC) and the only way to not comply with this requirement is to utilize the Department of Energy's Zero Energy Ready Home Program (ZERH) pathway. Of the local governments that regulate the percentage of glazing, almost all exclusively regulate through building code. Aspen is the only community that we readily found regulating the overall amount of glazing on larger single-family residences outside of the building code. However, Aspen does not discourage the use of glass, they require homes to feature generous amounts of glass on the front façade to "…prevent large expanses of blank walls" and further state, "A building should incorporate a significant sense of transparency on the front façade".

Similar to our recommendations for regulating energy, staff recommends addressing glazing percentages through the building energy code and not through the Development Code as part of the Neighborhood Preservation Policy discussion. *Does the Council agree with this proposed approach?*

Sustainability

Increased Energy Standards

The Town of Breckenridge, along with our neighboring jurisdictions Town of Frisco and Summit County Government, adopts building codes on a six-year cycle. Since 2012, the region has had an energy stretch code known as the SSBC. In 2020, local jurisdictions adopted the ZERH, and two additional pathways based on the 2021 International Energy Conservation Code (IECC). These above code programs were adopted in order to help the communities meet their GHG reduction goals as outlined in the Summit Community Climate Action Plan with the intent to ratchet down building energy envelopes and move toward beneficial electrification over time. In 2025, staff will be proposing an update to the

building energy codes to keep on the current adoption cycle (2024 IECC), ensure cutting edge energy efficiency and building envelopes, and to comply with the state's model electric and solar ready code requirements. A key component of that process will be discussions around "above code programs" or amendments that strive for greater energy efficiency over the base code, recognizing the Town's energy and climate goals.

The SSBC currently limits glazing to 30% of total wall area and the only way to exceed this requirement is to choose the ZERH pathway. The 2024 IECC requires homes that are over 5,000 square feet to comply with additional energy measures. The State Energy Code Board has proposed a lower size threshold for homes in the model low energy and carbon code and several other jurisdictions set home size thresholds that require additional energy measures and/or renewable energy the larger a home gets.

Staff recommends addressing home size thresholds for additional energy requirements in the upcoming building energy code cycle and not part of the Neighborhood Preservation Policy discussion. *Does the Council agree with this proposed approach?*

Electrification

Once the new building energy code is adopted in 2025, there will be built-in incentives to electrify, including at a minimum the state's model electric and solar ready provisions which require builders to install the equivalent electrical capacity even if they are installing natural gas. This not only doubles the capacity being installed but increases costs which in turn should incentivize builders to go all-electric. All-electric capacity should also drive a careful consideration of amenity loads as it becomes increasingly expensive to install electrical capacity to cover all those amenities. Given additional incentives expected from Xcel Energy around electrification and the lawsuits related to the Energy Policy and Conservation Act (EPCA) it is not recommended to prohibit gas connections at this time, but rather allow market mechanisms and incentives to encourage electrification. *Does the Council agree with this proposed approach?*

Material Diversion

Through the SustainableBreck Plan, the Town has adopted a 20% reduction in municipal solid waste generation by 2035 and a 40% diversion of landfill waste through recycling and composting.

Within the material management industry, it is well established that a multi-pronged approach is necessary to achieving waste reduction goals. Construction and demolition waste, known as C+D, is a growing area of focus, not just for Summit County, but for the country as a whole. It is also a particular concern of the current Council related to the scrapes and rebuilds we are seeing in the current construction landscape. Results from a waste composition study conducted in 2019 for Summit County show the portion of C+D is higher than the national average, sitting at approximately 30%. Of that waste, 37% has diversion potential under today's existing system.

On June 26, 2024, staff, HC3 and Recycling Resource Systems (RRS) presented to the Council the findings of a yearlong stakeholder engagement process with the building community. Those policy proposals can be viewed in the staff memo from the June 26th meeting. Based on analysis and information gathered from peer communities, staff did not recommend adoption of an ordinance at the June 26th meeting. The resources needed to implement the policy provisions required additional planning, resources, and inter-governmental coordination to be successful.

The basic materials accepted at SCRAP for diversion and recycling are the same for any project. The SCRAP has limited capacity to divert C+D waste beyond cardboard, clean lumber, scrap metal, and appliances. Additionally, there is no centralized reuse marketplace for deconstructed materials (window frames, doors, cabinets, etc) like there is in neighboring counties (Eagle, Pitkin).

Should Council wish to move forward on C+D policy, staff recommends a policy that requires recycling of the basic materials list accepted at SCRAP, and that the policy would apply equally across all new construction and major remodels, not just large homes. *Does the Council desire to pursue a C+D policy?*

Staff Recommendations: Below is a summary of staff recommendations.

- Setbacks – Increase Absolute setbacks for single-family homes outside of the Conservation District to Front 25', Side Combined 50' (minimum 15' on one side), Rear 15'.
- Building Height – Reduce maximum building height to 30' for single-family homes outside of the Conservation District. Add a limitation to the percentage of ridgeline that can be within a set number of feet from the maximum height (for example, 50%).
- Reduce Positive Points – Restrict positive points related to EV chargers and landscaping.
- Glazing – Address the percentage of glazing through the Building Code.
- Increased Energy Standards - Address home size thresholds for additional energy requirements in the upcoming building energy code cycle and not as part of the Neighborhood Preservation Policy discussion.
- Electrification – Do not prohibit gas connections at this time but rather allow market mechanisms and incentives to encourage electrification.
- Material Diversion – Staff does not recommend adopting a C+D waste ordinance at this time.

Public Outreach/Engagement/Next Steps
Based on Council feedback from this worksession, staff will begin working on next steps and involve our Communications Division to strategize a public engagement campaign. Staff acknowledge that from our previous experience, and those of similar communities, efforts to address neighborhood preservation can be contentious and require meaningful public engagement to be successful. A couple of potential options for public engagement could include, but are not limited to:

- Forming a task force
- Conducting a direct outreach campaign to affected property owners
- Involving this topic in our 2025 Comprehensive Plan Update (Plan update strategies are in the beginning stages of development)

Financial Implications
Staff anticipate work on the NPP in the short-term will result in more staff time dedicated to the topic from the Planning, Communications and Sustainability Divisions. Additionally, staff acknowledge that many communities that have looked at similar measures have contracted outside consultants that result in additional short-term expenses. The financial implications of this topic will largely depend on Town Council's policy guidance and expectations for public engagement.

Equity Lens
Related to the Town's Equity Blueprint and corresponding Equity Lens, this policy does not further any of the Town's equity goals since it pertains to preserving the character of single-family neighborhoods that are among the Town's most expensive. None of the potential possible outcomes, including no action to incorporating new development restrictions, will likely have any impact related to the four overarching goals of the Equity Blueprint and six filters of the Equity Lens.

Staff Recommendation
Staff looks forward to receiving Council direction on this complex issue and will be available on Tuesday to answer any questions. Staff suggests this item return for another worksession to address priorities identified at this meeting.

Neighborhood Preservation Policy

November 26, 2024 Worksession Direction:

- Glazing – Explore Maximums
- Roof Design – Explore establishing standards
- Setbacks – Explore increased required setbacks
- EV Chargers – Remove Positive Points
- Landscaping Points – Limit Point Awards

Weisshorn – Diversity of Architecture by Decade



208 N. Gold Flake Terrace (1968)
838 sq. ft. 0.64 Acres



224 N. Gold Flake Terrace (1986)
5,897 sq. ft. 0.57 Acres



104 N. Gold Flake Terrace (2009)
5,857 sq. ft. 0.44 Acres



222 Royal Tiger Road (1973)
4,203 sq. ft. 0.68 Acres



214 Royal Tiger Road (1997)
8,067 sq. ft. 0.65 acres



132 N. Gold Flake Terrace (2023)
8,379 sq. ft. 0.78 Acres

Weisshorn – Diversity of Architecture by Decade



124 N. Gold Flake Terrace (1968)
4,137 sq. ft. 0.67 Acres



305 Royal Tiger (1995)
6,870 sq. ft. 1.30 Acres



114 N. Gold Flake Terrace (2023)
6,136 sq. ft. 0.38 Acres



400 Wellington Road (1973)
3,891 sq. ft. 0.68 Acres



214 Royal Tiger Road (2009)
9,452 sq. ft. 0.69 acres





201 Morningstar (2025)
8,869 sq. ft. 0.69 Acres

Gold Flake – Neighbor to the Weisshorn



121 S. Gold Flake Terrace (1983)
3,905 sq. ft. 0.53 Acres



200 S. Gold Flake Terrace(1996)
6,290 sq. ft. 0.48 Acres



106 Stillson Placer Terrace (2015)
7,759 sq. ft. 1.38 Acres



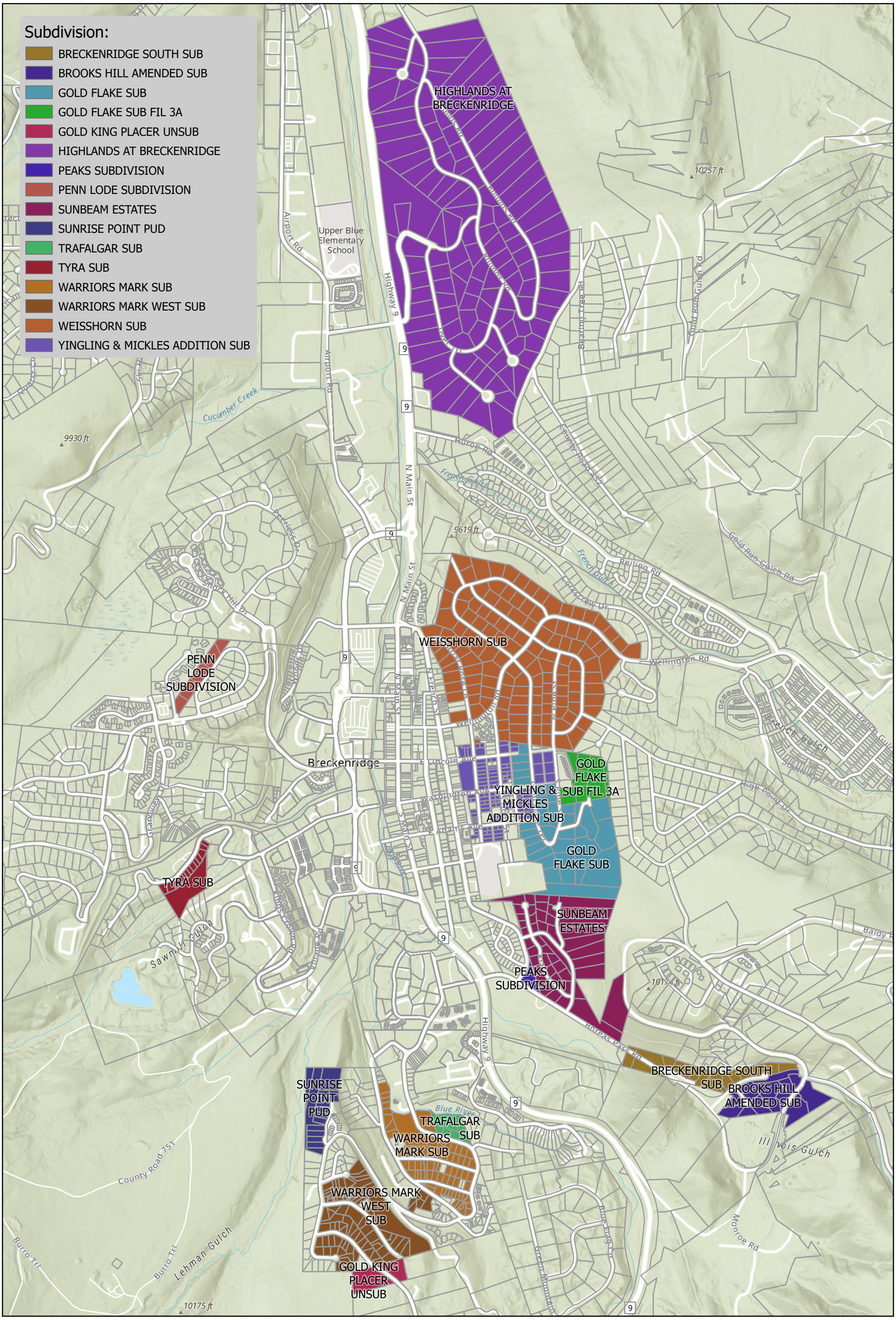
101 N. Gold Flake Terrace(1987)
5,102 sq. ft. 0.53 Acres



206 S. Pine Street (2007)
5,412 sq. ft. 0.50 acres

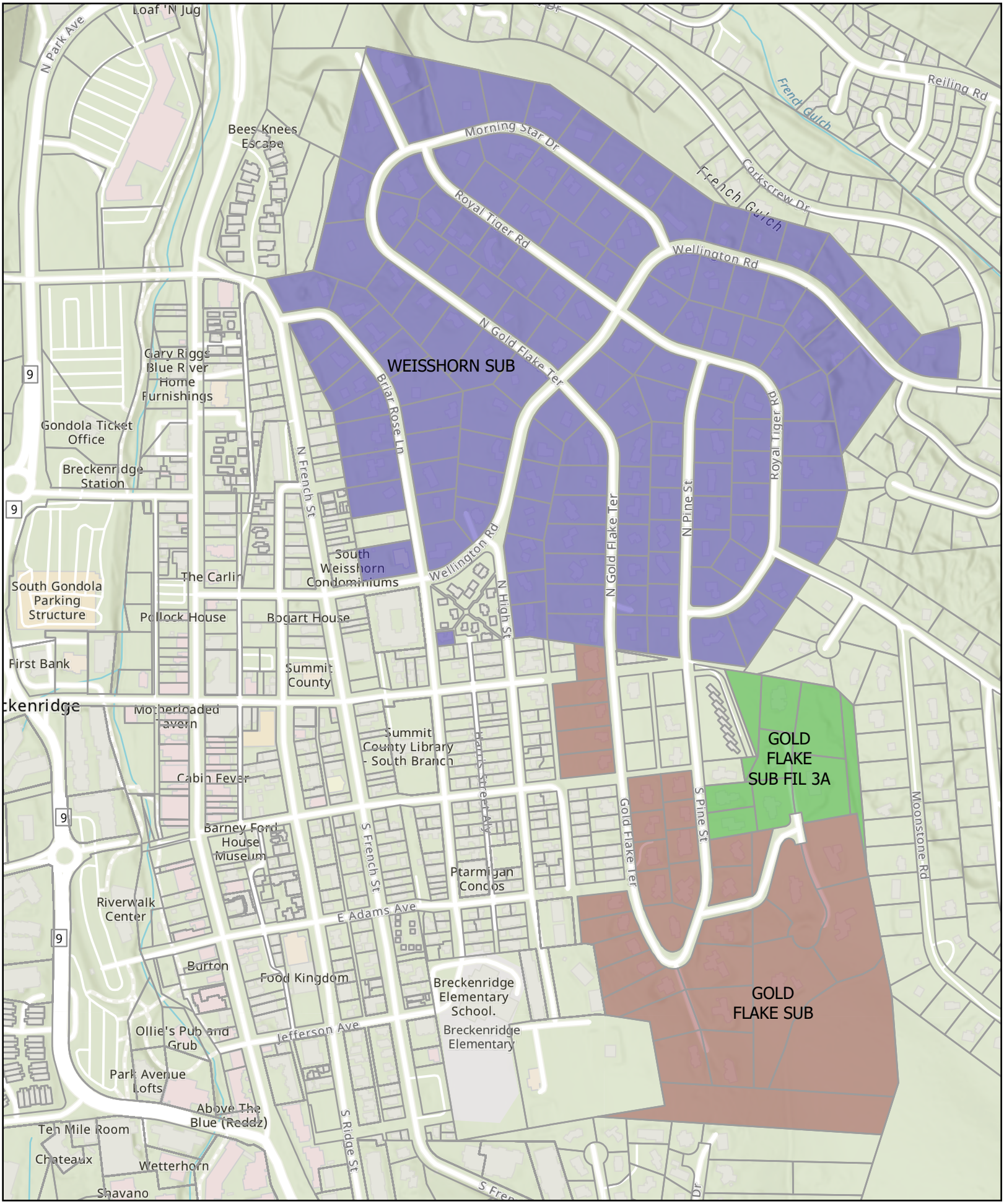


52 Stillson Placer Terrace (2025)
9,172 sq. ft. 1.31 Acres



Current NPP Subdivisions

Town of Breckenridge



Gold Flake and Weisshorn Subdivisions

Town of Breckenridge

0 125 250 500 Feet