

Town Council Regular Meeting
Tuesday, January 28, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/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. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - JANUARY 14, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 1, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 2, SERIES 2025 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND JENNIFER WRIGHT (“APPLICANT”)
 - 2. COUNCIL BILL NO. 3, SERIES 2025 - A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE PROPERTY
- B. RESOLUTIONS, SERIES 2025
 - 1. RESOLUTION NO. 2, SERIES 2025 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO FOR A

COMMUNITY ACCELERATED MOBILITY PROJECT GRANT

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

B. TOWN PROJECT PUBLIC HEARING - KINGDOM PARK PAVILION & SKATE PARK EXPANSION

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. CML ADVISORY BOARD UPDATE

G. SOCIAL EQUITY ADVISORY COMMISSION

H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR JANUARY, FEBRUARY AND MARCH

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of January 14, 2025, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Todd Rankin, Dick Carleton, Carol Saade and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – December 10, 2024

With no changes or corrections to the meeting minutes of December 10, 2024, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated staff would like to remove the Town Project Public Hearing - Driving Range Netting Project. The agenda was approved as amended.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.
With no comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Lucy Kay, Director of the Breckenridge Tourism Office, stated the Snow Sculptures event has begun with snow stomping and this year the BTO has installed a program for hearing and visually impaired that will be available for the snow sculptures event. She also mentioned the technology will be in the Welcome Center for public use starting this week. Kay stated that for the event the traffic control plan will be the same as in the past and there will be an awards ceremony outside. She stated the snow sculptures come down on the 29th. She also stated the shot ski raised significant money this year. Kay stated the Town ended up 4% down over last year in room nights for the Christmas holiday, but the length of stay stayed the same. She stated that overall the winter is looking down 2%, with ADR down 4% and the length of stay is also down, but the good news is that March is up. Kay stated Tourism Day at the Capitol is on February 4th, and we will be encouraging them to consider tourism as an important part of Colorado. Council Member Gerard asked about the difference in college groups this month and Kay stated the big tour provider got priced out of Breckenridge and chose another location this year. Council Member Carleton asked if Destimetrics is showing a reduction in length of stay and Kay stated she didn't think it showed that.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024 & 2025

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

Mayor Owens read the title into the minutes. Deputy Town Manager Scott Reid stated this ordinance would approve a long-term lease with SCTC for the Gaymon Cabin. He further stated there were no changes from first reading.

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

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

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO. 1, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, PUBLISHED BY THE

COLORADO DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION

Mayor Owens read the title into the minutes. Assistant Chief Deric Gress stated this is the first reading of the adoption of the 2024 Model Traffic Code.

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 1, SERIES 2025 - A BILL FOR AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2024 EDITION. Council Member Gerard seconded the motion.

The motion passed 7-0.

- B) RESOLUTIONS, SERIES 2025
- 1) RESOLUTION NO. 1, SERIES 2025 - A RESOLUTION APPROVING UPDATES TO AND ADOPTING THE REVISED "TOWN OF BRECKENRIDGE TITLE VI PLAN RELATED TO TRANSPORTATION PLANNING, IMPROVEMENTS, AND TRANSPORTATION SERVICES"

Mayor Owens read the title into the minutes. Assistant Chief Deric Gress stated this is the first reading of the adoption of the 2024 Model Traffic Code and staff recommends approval

Mayor Owens opened the public hearing.

There were no public comments and the hearing was closed.

Council Member Rankin moved to approve RESOLUTION NO. 1, SERIES 2025 - A RESOLUTION APPROVING UPDATES TO AND ADOPTING THE REVISED "TOWN OF BRECKENRIDGE TITLE VI PLAN RELATED TO TRANSPORTATION PLANNING, IMPROVEMENTS, AND TRANSPORTATION SERVICES". Council Member Beckerman seconded the motion.

The motion passed 7-0.

- C) OTHER

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

- B) TOWN PROJECT PUBLIC HEARING – DRIVING RANGE NETTING

This item was pulled from the agenda at the start of the meeting.

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Haynes asked Council for feedback about the fireworks and several Council Members stated they received positive feedback. She also stated Council is invited to the hearing-impaired technology demonstration at the Welcome Center tomorrow at 3pm. Town Manager Haynes stated she would like Council to plan for meetings starting at 2pm now for the rest of 2025 and Council agreed that was a good idea.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC

Mayor Owens stated at MMC the Police Chiefs and the Under Sheriff presented about their practices, and stated they are here to protect the community from people

who are breaking the law and they will continue with that practice. She further stated we will continue to build trust. She also stated CAST is coming up January 29-31, for which the Town hosting a happy hour at the Eclipse on the 29th and Council is invited. Town Manager Haynes stated there are some interesting topics on the agenda including housing, economic mobility, geothermal energy and ski resort relations.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

Council Member Beckerman stated the minutes were in the packet, and a representative from the Volpe Center presented about Camp Hale National Monument and additional resources for the surrounding areas. He gave accolades to the Town Trails Crew for their work throughout the year.

C. BRECKENRIDGE TOURISM OFFICE

No update.

D. BRECKENRIDGE HISTORY

Council Member Rankin stated they are taking inventory at the mine and looking to stabilize the area, and Breck History has a lot of projects in the works for the coming year. He further stated they are looking for a liaison from Summit County Government to serve on their board.

E. BRECKENRIDGE CREATIVE ARTS

No update.

F. CML ADVISORY BOARD UPDATE

No update.

G. SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade mentioned that the meeting days and times have changed to Wednesdays at 5:30pm and all of Council is welcome to attend.

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

Council Member Beckerman stated he is looking to break up the scope of the plan by tapping into the Communications Division for some public outreach first.

X) OTHER MATTERS

Council Member Carleton stated Matt Vawter has been working with some of his vendors and is looking to put together a farmers' market on Wednesday nights in the center of Town, geared toward locals, selling food from farmers and partnering with the restaurants to backfill and buy any leftover food at the end. Council was very supportive of this idea, and Council Member Rankin stated we can tap into food insecurity through this program as well. Council Member Beckerman stated he is supportive of giving our residents fresh produce.

Council Member Carleton stated the intersection at Park and Main has a lot of graffiti and stickers on the poles. Town Manager Haynes stated staff will look into the issue.

Mayor Owens stated that she is trying to get away from Coffee Talk events where people don't attend so she would like ideas to make more genuine contacts through pre-existing events that she could attend.

Mayor Owens congratulated staff on the fireworks as a successful event that was widely enjoyed by the community.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR JANUARY, FEBRUARY AND MARCH

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:33pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor



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)

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

Summary

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

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

Equity Lens

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

Staff Recommendation

Staff recommends that Council adopt on second reading the proposed ordinance adopting with amendments the 2024 MTC.

1
2 COUNCIL BILL NO. ____

3
4 Series 2025

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

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

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

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

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

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

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

36 CHAPTER 1

37
38 TRAFFIC CODE
39

40 SECTION:

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

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

2 7-1-7: Penalties

3

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

12

13 7-1-2: ADDITIONS OR MODIFICATIONS:

14

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

17

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

19

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

21

22 1. The adopted code shall be known and may be cited as the “Town of
23 Breckenridge Traffic Code.”

24

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

29

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

37

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

40

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

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

7 Section 102 of the adopted code is amended so as to read as follows:
8

9 **102. Meaning Of Generic References.** Unless the context clearly requires
10 otherwise, all references in this Code to “this local government,,” “this
11 jurisdiction,” “local government authorities,” the “local authority,” “proper
12 authority,” and similar generic references, shall mean and shall refer to the Town
13 of Breckenridge, Colorado, or to the elected or appointed officers of the Town, as
14 appropriate. References in this Code to matters which apply “within this state”
15 shall mean “within the Town.”
16

17 Section 109(4) of the adopted code is amended so as to read as follows:
18

19 (4) No person riding upon any low-power scooter, coaster, roller skates, in-line
20 skates, skateboard, skis, snowboard, sled, or toy vehicle shall attach the same or
21 himself or herself to any vehicle upon a roadway.
22

23 Section 109(8) of the adopted code is amended so as to read as follows:
24

25 (8) Persons riding or leading animals on or along a highway shall ride or lead
26 such animals on the left side of said highway, facing approaching traffic. This
27 shall not apply to persons driving herds of animals along highways. No person
28 shall drive a horse drawn carriage on the streets or highways within the Town
29 unless authorized by a special event permit issued pursuant to title 4, chapter 13
30 of the Town Code.
31

32 Section 109(9) of the adopted code is amended so as to read as follows:
33

34 (9) No person shall use the highways for traveling on skis, snowboards,
35 toboggans, coasting sleds, skates, in-line skates, skateboards, or similar devices. It
36 is unlawful for any person to use any roadway within the Town as a sled or ski
37 course for the purpose of coasting on sleds, skis, or similar devices. It is also
38 unlawful for any person upon roller skates, in-line skates, skateboards or riding in
39 or by means of any coaster, toy vehicle, or similar device to go upon any roadway
40 within the Town except while crossing a highway in a crosswalk, and when so
41 crossing such person shall be granted all of the rights and shall be subject to all of
42 the duties applicable to pedestrians. This subsection (9) does not apply to any
43 public way which is set aside by proper authority as a play street and which is
44 adequately roped off or otherwise marked for such purpose.
45

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

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

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

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

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

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

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

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

21 (a) On a limited-access highway;

22 (b) On a roadway;

23 (c) On a sidewalk; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 6 (a) On a sidewalk;
- 7 (b) Within an intersection;
- 8 (c) On a crosswalk;
- 9 (d) Between a safety zone and the adjacent curb or within thirty feet of points on
10 the curb immediately opposite the ends of a safety zone, unless the traffic
11 authority indicates a different length by signs or markings;
- 12 (e) Alongside or opposite any street excavation or obstruction when stopping,
13 standing, or parking would obstruct traffic;
- 14 (f) On the roadway side of any vehicle stopped or parked at the edge or curb of a
15 street;
- 16 (g) Upon any bridge or other elevated structure upon a highway or within a
17 highway tunnel;
- 18 (h) On any railroad tracks;
- 19 (i) On any controlled-access highway;
- 20 (j) In the area between roadways of a divided highway, including crossovers;
- 21 (k) At any other place where official signs prohibit stopping.
- 22 (l) Upon the paved or improved and main-traveled portion of any street within a
23 residential block, except: (i) where on-street parking within such block is
24 authorized by official signs or street markings; (ii) for the temporary parking of
25 construction vehicles, if authorized by the police chief based upon the police
26 chief's determination that the parking of such vehicles can be done safely, in
27 compliance with the applicable provisions of the Town's noise ordinance (title 5,
28 chapter 8 of the Town Code), and without undue disruption to either the traveling
29 public or the neighborhood; or (iii) for parking associated with a special event, if
30 such special event is authorized by a development or other town permit.

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

- 36 (a) Within five feet of a public or private driveway;
- 37 (b) Within fifteen feet of a fire hydrant;
- 38 (c) Within twenty feet of a crosswalk at an intersection;
- 39 (d) Within thirty feet upon the approach to any flashing beacon or signal, stop
40 sign, yield sign, or traffic control signal located at the side of a roadway;
- 41 (e) Within twenty feet of the driveway entrance to any fire station or, on the side
42 of a street opposite the entrance to any fire station, within seventy-five feet of said
43 entrance when properly signposted;
- 44 (f) At any other place where official signs prohibit standing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44
45 Section 1208 of the adopted code is amended so as to read as follows:
46

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

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

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

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

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

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

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

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

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

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

20 (2) Use Of Plate Or Placard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 (3) Misuse Of Reserved Parking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39 (4) Blocking Access.

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

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

1 (5) Fraud And Trafficking.

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

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

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

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

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

13 (6) Enforcement Of Reserved Parking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40
41 The adopted code is amended by the addition of a new section 1214, to be entitled "Parking On
42 A Shared Private Driveway," which shall read as follows:
43

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

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

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

8
9 C. As used in this section:

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

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

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

20
21 **1215. Parking Meters.**

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

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

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

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

1 diagonal to the curb, as indicated by official signs or markings. Within a public
2 parking lot operated by the Town where parking is regulated by parking meters,
3 vehicles shall be parked in designated spaces, as indicated by official signs or
4 markings. Vehicles parked in a manner so that any portion of the vehicle is within
5 the zone or space regulated by the parking meter shall be required to pay the
6 amount indicated by the meter for parking in that zone or space.
7

8 (5) No person shall park a vehicle in a parking meter space or zone as indicated
9 by official signs during the restricted and regulated time applicable to the parking
10 meter space or zone, unless the appropriate payment shall have been made.
11

12 (6) No person shall permit a vehicle within his or her control to be parked in any
13 parking meter space or zone during the restricted and regulated time applicable to
14 the parking meter space or zone when the lawful parking time in such space or
15 zone is expired. This provision shall not apply to the act of parking or the
16 reasonably necessary time which is required to pay the required parking fee at
17 such meter.
18

19 (7) The provisions of this section shall not relieve any person from the duty to
20 observe other and more restrictive provisions of this Code or official signs or
21 parking meter legends prohibiting or limited the stopping, standing, or parking of
22 vehicles in specified places at specified times or in a specified manner.
23

24 (8) Nothing in this section prohibits the parking of more than one motorcycle
25 within a space served by a single parking meter.
26

27 The adopted code is amended by the addition of a new section 1216, to be entitled "Parking On
28 Private Property," which shall read as follows:
29

30 **1216. Parking On Private Property.**
31

32 (a) It is unlawful and a misdemeanor traffic offense for any person to park or
33 cause to be parked any vehicle upon any private parking lot or any other private
34 property within the Town without the consent of the owner or the tenant or person
35 in lawful possession or control of the private parking lot or private property.
36

37 (b) Whenever the owner, tenant or person in lawful possession or control of the
38 private property finds a vehicle parked thereon without his or her consent, such
39 owner, tenant or person in lawful possession or control shall have the authority to
40 have such vehicle towed from the private parking lot or private property where it
41 is found, provided the appropriate provisions of this section are complied with.
42 The provisions of title 7, chapter 3 of the Town Code shall not apply to any
43 vehicle towed pursuant to this subsection (b), and the Town shall have no liability
44 with respect to any such tow.
45

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

1 parking lot or private property wishing to avail himself or herself of the
2 provisions of this section shall post on such property in a conspicuous place so
3 that it can be seen by an ordinarily observant person a sign which reads as
4 follows:
5

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

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

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

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

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

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

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

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

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

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

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

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

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

36 (2) [Deleted].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 As used in this Section 1412:

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

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

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

26 by applicable state or federal law.

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

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

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

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

33 or a similar device upon a sidewalk.

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

36 Pedicabs," which shall read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **1709. Burden Of Proof - Appeals.**
20

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

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

27 **1710. Penalty Assessment Notice For Traffic Offenses - Violations Of**
28 **Provisions By Officer - Driver's License.**
29

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

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

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

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

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

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

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

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

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

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

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

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

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

1 offenses or traffic infractions committed in their presence, but the procedures
2 prescribed in this Code shall not otherwise be exclusive of any other method
3 prescribed by law for the arrest or prosecution of a person for an offense or
4 infraction of like grade.
5

6 **1714. Conviction Record Inadmissible In Civil Action.** Except as provided in
7 section 42-2-201 to 42-2-208, C.R.S., no record of the conviction of any person
8 for any violation of this Code shall be admissible as evidence in any court in any
9 civil action.
10

11 **1715. Traffic Violation Not To Affect Credibility Of Witness.** The conviction
12 of a person upon a charge of violating any provision of this Code or other traffic
13 regulation less than a felony shall not affect or impair the credibility of such
14 person as a witness in any civil or criminal proceeding.
15

16 **1716. Convictions, Judgment, And Charges Recorded - Public Records.**
17

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

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

29 (3) Said abstract must be made upon a form furnished by the department of
30 revenue and shall include the name, address, and driver's license number of the
31 party charged, the registration number of the vehicle involved, the nature of the
32 offense, the date of hearing, the plea, the judgment or whether bail forfeited, and
33 the amount of the fine or forfeiture as the case may be.
34

35 **1717. Notice To Appear Or Pay Fine – Failure To Appear – Penalty.**
36

37 (1) For the purposes of this part 17, tender by a police officer of the summons and
38 complaint or penalty assessment notice to a defendant charged with a traffic
39 infraction who refuses to accept the same shall constitute notice to the defendant
40 to appear in Municipal Court at the time specified on such summons or to pay the
41 required fine and surcharge thereon. If a defendant refuses to accept a penalty
42 assessment notice for a designated misdemeanor traffic offense, the police officer
43 may issue and serve the defendant a summons and complaint or may arrest the
44 defendant.
45

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

1 her written promise to appear in court given to an officer upon arrest or issuance
2 of a summons or penalty assessment notice for any violation of this Code.
3

4 **1718. Conviction - Attendance At Driver Improvement School.** Whenever a
5 person has been convicted of violating any provision of this Code or other law
6 regulating the operation of vehicles on highways, the court, in addition to the
7 penalty provided for the violation or as a condition of either the probation or the
8 suspension of all or any portion of any fine or sentence of imprisonment for a
9 violation other than a traffic infraction, may require the defendant, at his own
10 expense, if any, to attend and satisfactorily complete a course of instruction at any
11 designated driver improvement school providing instruction in the traffic laws of
12 this state, instruction in recognition of hazardous traffic situations, and instruction
13 in traffic accident prevention. Unless otherwise provided by law, such school
14 shall be approved by the court.
15

16 **1719. Notice On Illegally Parked Vehicle; Authority Of Parking Enforcement**
17 **Operator To Enforce Certain Parking Laws.**
18

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

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

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

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

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

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

18
19 7-1-3: DELETIONS: The following provisions of the 2024 edition of the Model Traffic
20 Code for Colorado are declared to be inapplicable to the Town and are therefore expressly
21 deleted:

22
23 Section 505 (Longer Vehicle Combinations)

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

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

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

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

33
34 As used in this Code, unless the context otherwise requires:

35
36 (1) "**Acceleration lane**" means a speed-change lane, including tapered areas, for the purpose of
37 enabling a vehicle entering a roadway to increase its speed to a rate at which it can more safely
38 merge with through traffic.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 (30) (a) **“Dynamic driving task”** means all of the following aspects of driving:
14 (I) Operational aspects, including steering, braking, accelerating, and monitoring the vehicle and
15 the roadway; and
16 (II) Tactical aspects, including responding to events, determining when to change lanes, turning,
17 using signals, and other related actions.

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

20 (31) **“Electrical assisted bicycle”** means a vehicle having three wheels and fully operable
21 pedals, and an electric motor not exceeding seven hundred fifty watts of power. Electrical
22 assisted bicycles are further required to conform to one of three classes as follows:
23 (a) **“Class 1 electrical assisted bicycle”** means an electrical assisted bicycle equipped with a
24 motor that provides assistance only when the rider is pedaling and that ceases to provide
25 assistance when the bicycle reaches a speed of twenty miles per hour.
26 (b) **“Class 2 electrical assisted bicycle”** means an electrical assisted bicycle equipped with a
27 motor that provides assistance regardless of whether the rider is pedaling but ceases to provide
28 assistance when the bicycle reaches a speed of twenty miles per hour.
29 (c) **“Class 3 electrical assisted bicycle”** means an electrical assisted bicycle equipped with a
30 motor that provides assistance only when the rider is pedaling and that ceases to provide
31 assistance when the bicycle reaches a speed of twenty-eight miles per hour.

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

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

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

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

43 (36) **“Golf car”** means a self-propelled vehicle not designed primarily for operation on
44 roadways and that has:
45 (a) A design speed of less than twenty miles per hour;
46 (b) At least three wheels in contact with the ground;

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

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

3 (49) **“Low-speed electric vehicle”** means a vehicle that:

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

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

6 (c) Does not use handlebars to steer; and

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

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

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

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

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

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

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

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

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

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

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

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

1 the approach of a railroad train.

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

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

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

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

15 (83) **“Road”** means any highway.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16
17 Section 7. This ordinance shall be published as provided by Section 5.9 of the
18 Breckenridge Town Charter and will be effective thirty days after adoption.

19
20 TOWN OF BRECKENRIDGE, a Colorado
21 municipal corporation

22
23
24
25 By _____
26 Kelly Owens, Mayor

27
28 ATTEST:

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

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



TOWN OF
BRECKENRIDGE

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)

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

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,

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.

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.

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**.

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

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

10 **Section 2. Approval of Development Agreement.** The Development Agreement
11 between the Town and Applicant is attached to this Ordinance as **Exhibit 1**, Development
12 Agreement with attachments A- Restrictive Covenant and Agreement and B – Density Sunset
13 Covenant, is approved, and the Town Manager is authorized, empowered, and directed to
14 execute such agreement for and on behalf of the Town of Breckenridge.
15

16 **Section 3. Notice of Approval.** The Development Agreement shall contain a notice in
17 the form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
18 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
19 published by the Town Clerk one time in a newspaper of general circulation in the Town within
20 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
21 Section 24-68-103, C.R.S.
22

23 **Section 4. Police Power Finding.** The Town Council finds, determines, and declares
24 that this ordinance is necessary and proper to provide for the safety, preserve the health,
25 promote the prosperity, and improve the order, comfort, and convenience of the Town of
26 Breckenridge and the inhabitants thereof.
27

28 **Section 5. Authority.** The Town Council finds, determines, and declares that it has the
29 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
30 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
31 Charter.
32

33 **Section 6. Effective Date.** This ordinance shall be published and become effective as
34 provided by Section 5.9 of the Breckenridge Town Charter.
35

36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
37 PUBLISHED IN FULL this ___ day of January, 2025. A Public Hearing shall be held at the
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
39 ____, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
40 Town.
41
42

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:

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:

Town Clerk

By: _____
Shannon Haynes, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

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

Notary Public

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 and assessments levied against each of the Unit, and all amounts due or to become due on account of principal and interest on any prior encumbrance against each of the Unit.

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

10. Equitable Relief. Town may specifically enforce this Restrictive Covenant. Town may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section 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 waiver, termination, or modification. No waiver, modification, or termination shall be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. Town may also terminate this instrument by recording a release in recordable form without the signature of the then-current owner of each of the Units.

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

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

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

16. Recording; Covenant Running With the Land. The Restrictive Covenant is to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, and shall run with the land and shall be binding upon Owner and 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 and their respective heirs, successors, assigns, legal representatives, and personal representatives, and to all subsequent owners of the Unit, or any interest therein.

[SIGNATURE PAGES FOLLOW]

This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Town's Address:

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

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 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

1 **EXHIBIT B**

2
3 **DENSITY SUNSET COVENANT**

4
5 This Covenant (“Covenant”) is made _____, 2025 by the TOWN OF
6 BRECKENRIDGE, a Colorado municipal corporation (“Town”).
7

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

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

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

19 3. Based on the terms and conditions in the Development Agreement dated
20 _____, the use of the Property necessitates a transfer of 1.75 single family equivalents
21 (“SFEs”) of density from the Town’s “Stephen C. West Ice Arena” property to the Property located
22 in the Historic District and described in the Development Agreement as the condominium unit
23 located at 160 E Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof
24 recorded June 28, 2013 at Reception No. 1030335, Summit County, Colorado.
25

26 4. The 1.75 of single family equivalents of density previously allocated to Town’s
27 Property are forever extinguished. Following the execution of this Covenant, there will be 68.45
28 SFEs of density remaining on the Town’s Property, of which 44.73 SFEs are assigned to the
29 existing Stephen C. West Ice Arena building.
30

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

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

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

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

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

52
53 9. The execution and recording of this Covenant was authorized by Town of
54 Breckenridge Ordinance No. ____, Series 2025, adopted _____, 2025.

55
56
57 TOWN OF BRECKENRIDGE, a Colorado
58 municipal corporation

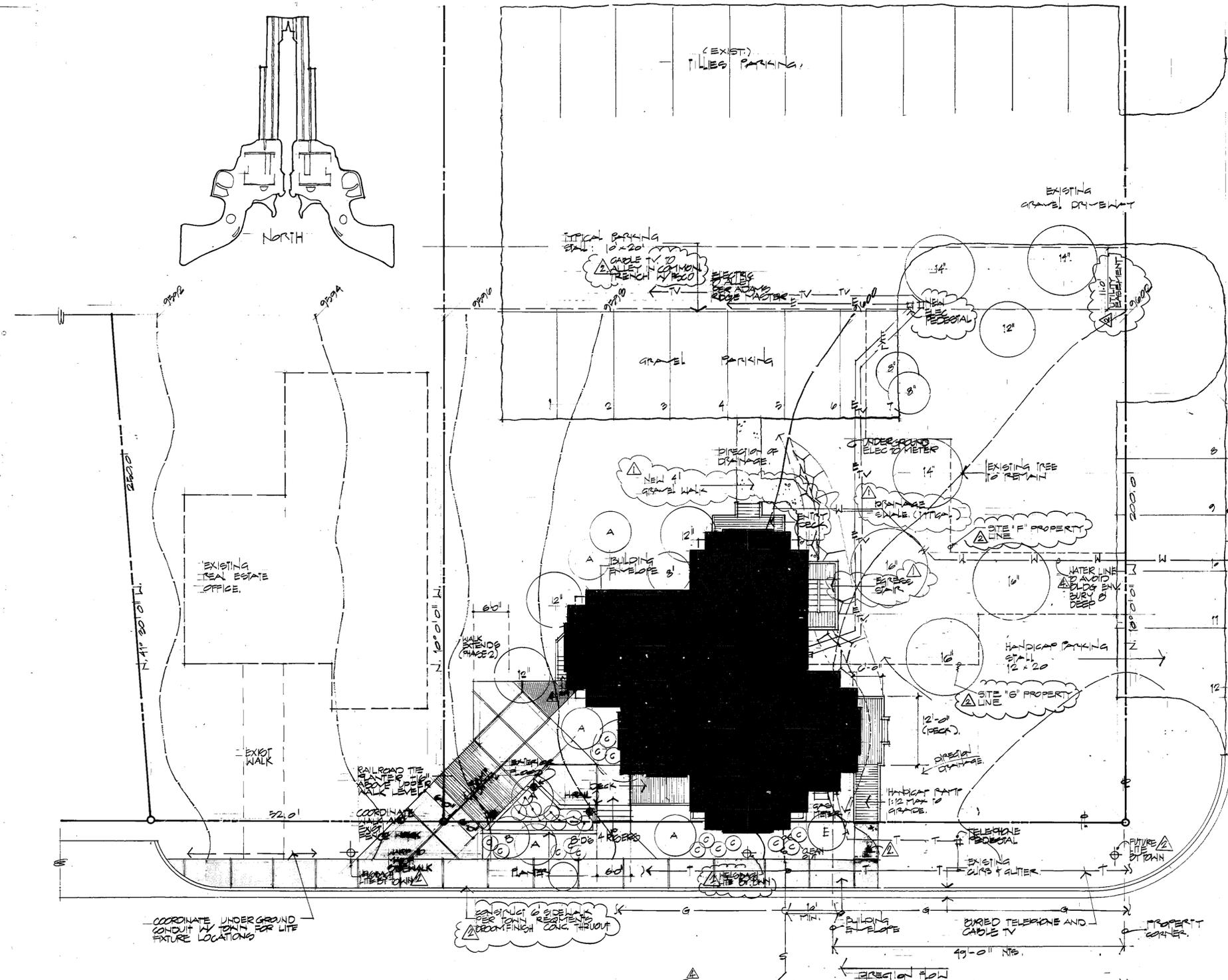
59
60
61
62
63 By: _____
64
65 Shannon Haynes, Town Manager

66
67 ATTEST:
68
69
70
71 _____
72 Helen Cospolich CMC,
73 Town Clerk

74
75
76 STATE OF COLORADO)
77) ss.
78 COUNTY OF SUMMIT)

79
80 The foregoing instrument was acknowledged before me this ____ day of
81 _____, 2025, by Shannon Haynes, Town Manager of the Town of
82 Breckenridge, a Colorado municipal corporation.

BIG SKY OFFICE BUILDING



UTILITIES

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

SITE PLAN

NOTE: SEE ADAMS RIDGE PLAT (PLOT 44) FOR BLDG ENVELOPE LOCATION AND DIMENSIONS & LEGAL DESCRIPTION.

INDEX TO DWGS

#	DESCRIPTION
A1	SITE PLAN, CODE INFO, GEN. NOTES
A2	BASEMENT & FIRST LEVEL PLANS
A3	SECOND & CONC LEVEL PLANS
A4	EXTERIOR ELEVATIONS
A5	EXTERIOR ELEVATIONS
A6	BUILDING SECTION, WALL SECTION
A7	INTERIOR ELEV., DETAILS
S1	FOUNDATION PLAN & FIRST LEVEL FRAMING PLAN
S2	SECOND & LEFT LEVEL FRAMING PLANS
EM1	ELECTRICAL/MECHANICAL PLANS
EM2	ELECTRICAL/MECHANICAL

CODE INFO

OCCUPANCY GROUPS - R-1 BASEMENT
CONSTRUCTION TYPE - TYPE II 1 HOUR
DISTANCE TO PROP LINES - NORTH - 200'
SOUTH - 200'
EAST - 200'
WEST - 200'

NOTE: EAST PROP LINE IS BY FUTURE PARTY WALL WITH SITE 12' PER APPROVED ADAMS RIDGE MASTER PLAN REFER TO REQUIREMENT N PARAGRAPH ACCURATED (DEVELOPER)

HEIGHT - (NO OF STORIES) - 20, 2 STORIES + 20' ALLOWED BY UBC

BUILDING AREA - GARDEN - 1200 SQ FT
FIRST - 1200
SECOND - 1200
THIRD - 700
TOTAL 4800 SQ FT

TOTAL W/OUT EMP HOUSING - 4400 SQ FT

* INCLUDES 400 SQ FT 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.
+ REFERENCE LEVEL CONSIDERED MEZZANINE PER 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 HEREIN ARE THE EXCLUSIVE PROPERTY OF BAKER HOBAN ARCHITECTS AND SHALL NOT BE USED FOR ANY PURPOSE WHATSOEVER WITHOUT ARCHITECTS WRITTEN APPROVAL.
7. ALL FLASHING & VENT PIPES TO BE PAINTED GRAY, FLAT COLOR.

LANDSCAPE

SYMBOL	MATERIAL / SIZE	QUANTITY
A	ASPEN (PREMIUM) (GRULU) 8" x 20" IN HEIGHT	6
B	NARROW LEAF COTONWOOD 10' IN HT. (POPULUS ALABAMA)	1
C	POTENTILLA (5 GAL PLANTS)	15
D	JUNIPER VARIETIES (8" Ø)	8

USE ALL DISTURBED AREAS W/ MOUNTAIN MIX.
E.G. 3 GAME AS 1" 5 TREE CLUSTER 5-7' HIGH 1

GENERAL NOTES CONTINUED
B. TOWN STAFF TO APPROVE FOUNDATION LOCATION.
C. OWNER TO SUBMIT IMPROVEMENTS SURVEY INDICATING FOUNDATION LOCATION PRIOR TO CERTIFICATE OF OCCUPANCY.

REVISIONS:

△	MAY 19 82
△	JULY 9, 1982
△	AUGUST 12, 1982

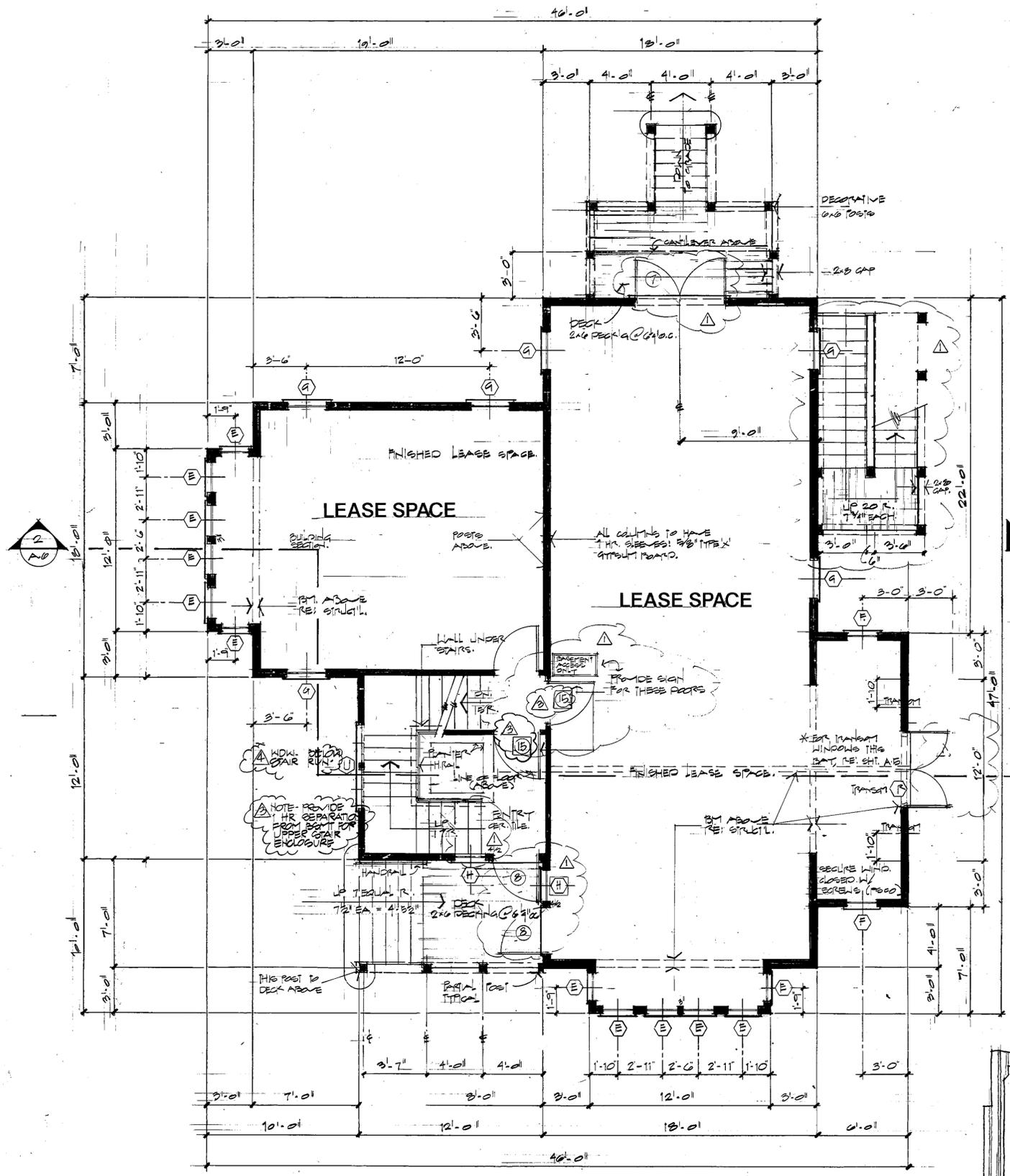
DATE: APRIL 26 1982
DRAWN BY: TREA, MPH
CHECKED BY: MPH.

BIG SKY BUILDING
SITE PLAN
COVER SHEET



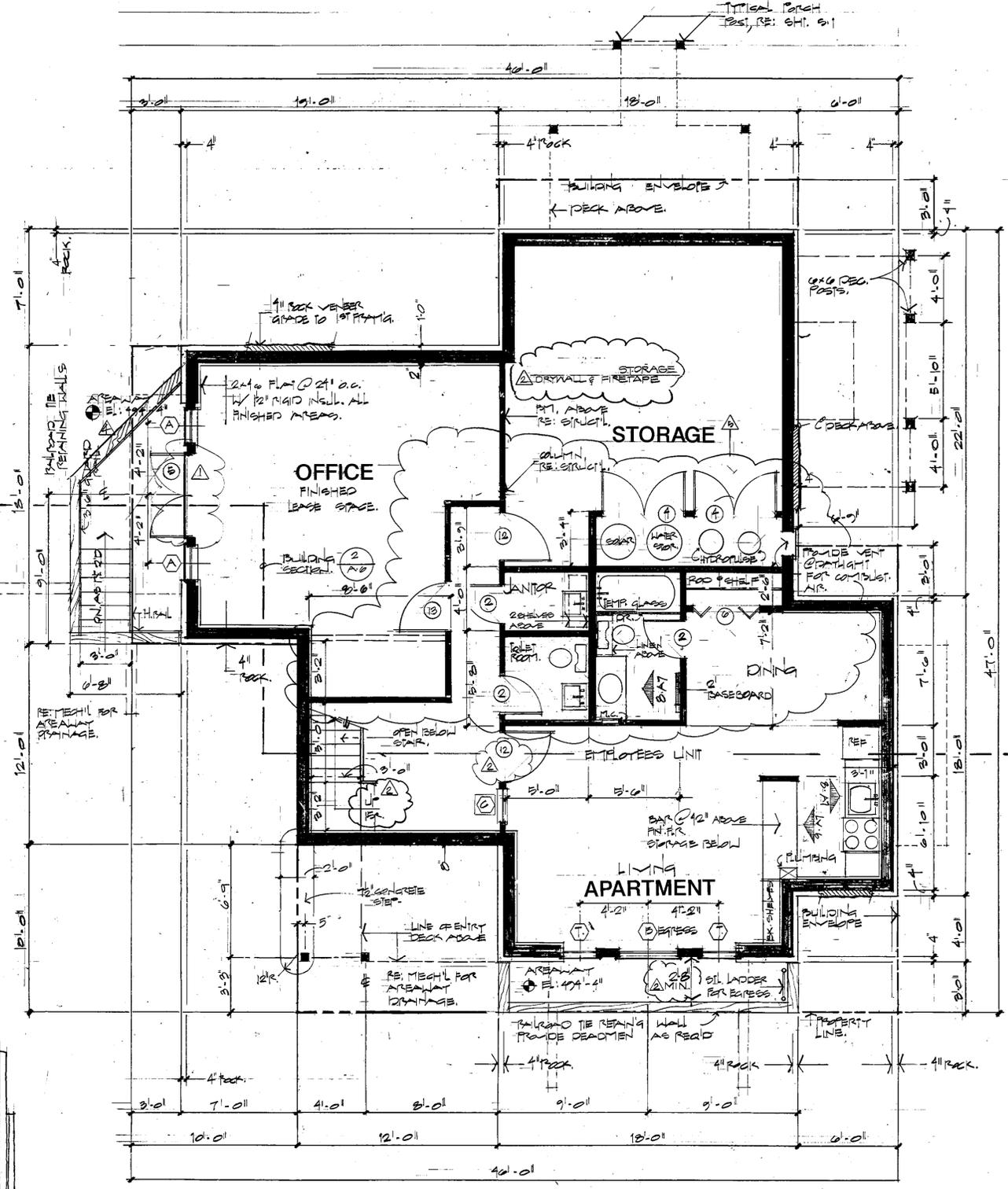
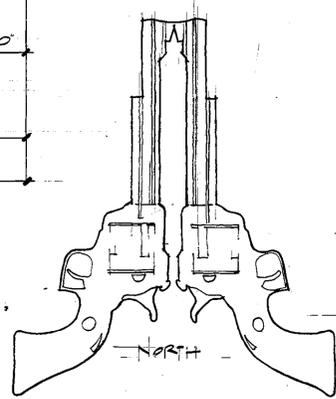
EUGENE LOUIS BAKER ASSOCIATES ARCHITECTS, P.C.
200 SOUTH RIDGE, P.O. BOX 931
BRECKENRIDGE, COLORADO 80424
(303) 453-6880

SHEET NUMBER
A-1



FIRST LEVEL PLAN

1488 SQ FT



GARDEN LEVEL PLAN

1388 SQ FT

REVISIONS:

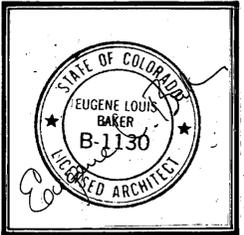
- △ MAY 18 '82
- △ JULY 8, 1982
- △ JULY 14, 1982
- △ AUGUST 12, 1982
- △ AUGUST 17, 1982

DATE: 4-26-82
 DRAWN BY: TERRY BLOOM
 CHECKED BY: M.P.H.

BIG SKY BUILDING

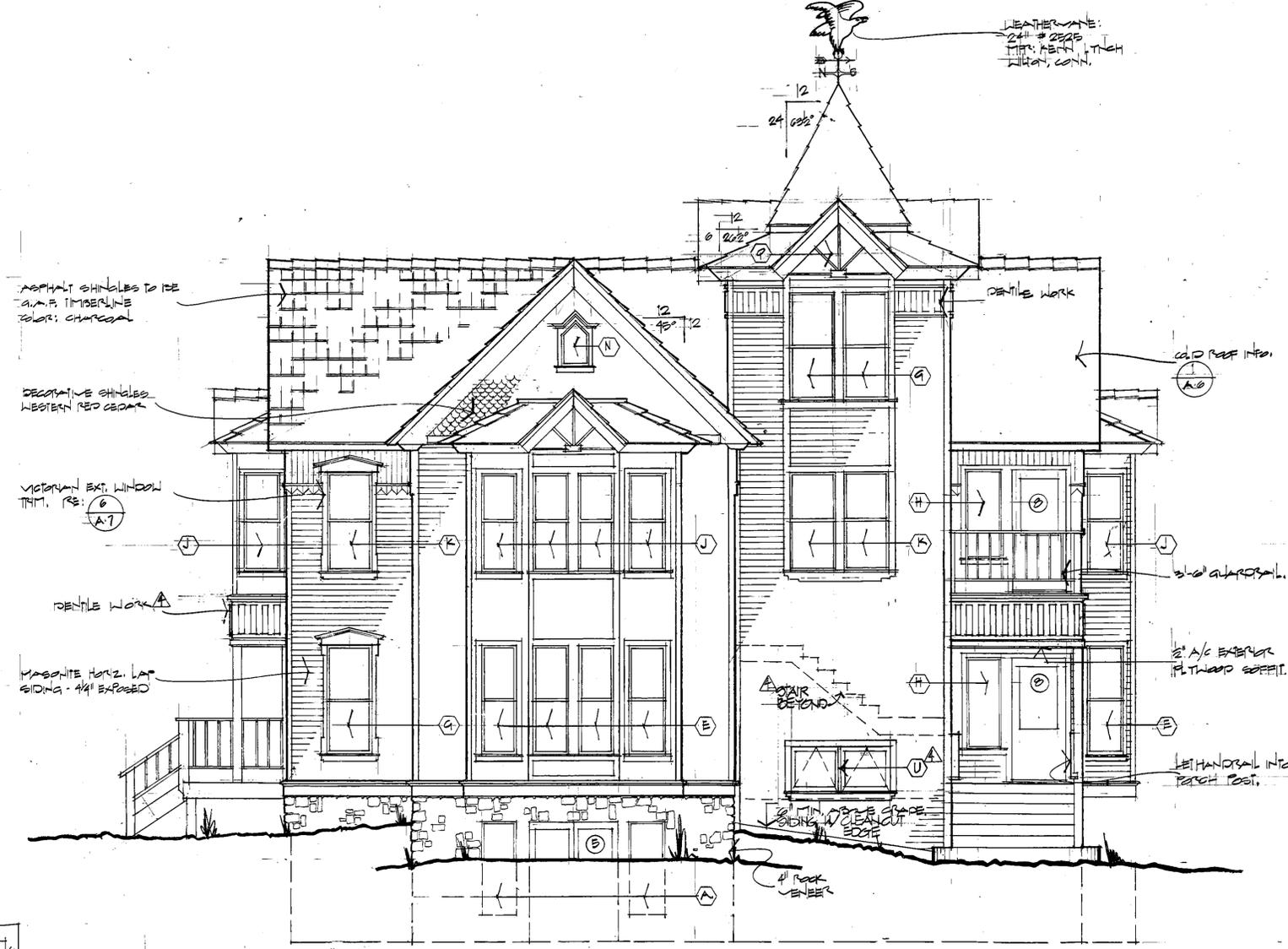
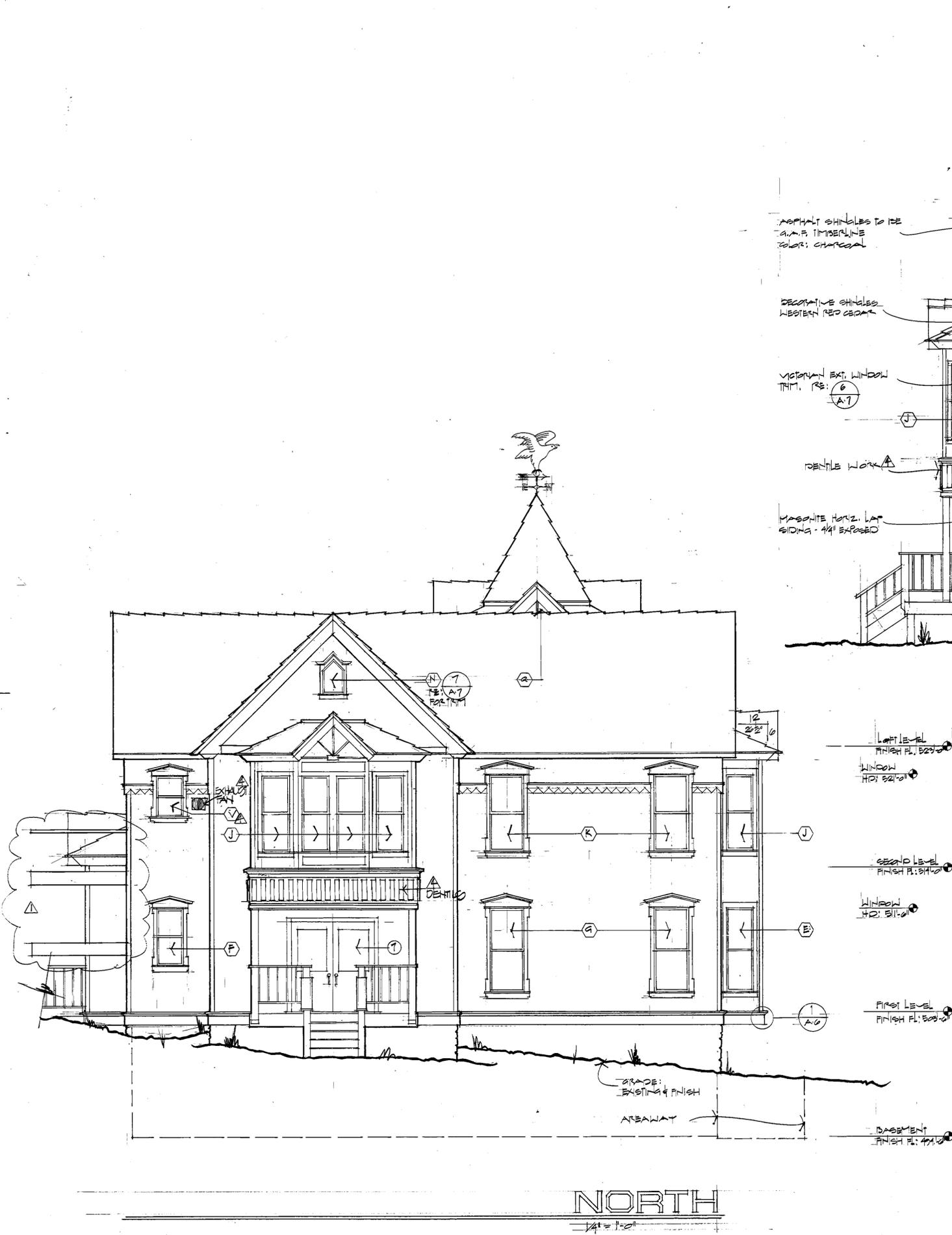
BASEMENT LEVEL PLAN

FIRST LEVEL PLAN



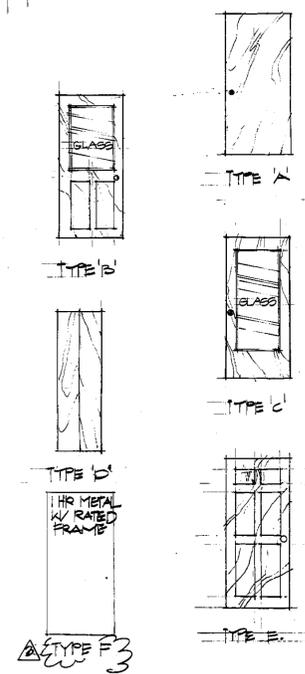
EUGENE LOUIS BAKER
 ASSOCIATES
 ARCHITECTS, P.C.
 200 SOUTH RIDGE, P.O. BOX 931
 BRECKENRIDGE, COLORADO 80424
 (303) 453-6860

SHEET NUMBER
 A-2



WEST
1/4" = 1'-0"

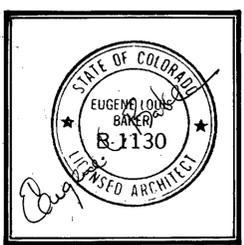
DOOR SCHEDULE							
NO.	SIZE	MATERIAL	TYPE	ACTION	REMARKS		
	WIDTH HEIGHT THICKS						
1	2'-4" 6'-8" 1 3/4"	SOLID WOOD	E	SWING			
2	2'-4" 6'-8" 1 3/4"		A	SWING			
3	2'-8" 6'-8" 1 3/4"	HOLLOW WOOD	C		PAIR		
4	2'-0" 6'-8" 1 3/4"	SOLID WOOD	D		PAIR, TRANSOM FOOT BELT.		
5	2'-0" 6'-8" 1 3/4"	HOLLOW WOOD	D, C	RF FOLD			
6	2'-0" 7'-0" 1 3/4"	SOLID WOOD	D, B, D	SWING	PAIR, TRANSOM FOOT BELT.		
7	2'-0" 7'-0" 1 3/4"		B, D, B		SINGLE		
8	2'-8" 7'-0" 1 3/4"		B, D, B		PAIR, TRANSOM FOOT BELT.		
9	2'-8" 7'-0" 1 3/4"		B, D, B		PAIR, TRANSOM FOOT BELT.		
10	2'-4" 7'-0" 1 3/4"		B, D, B	SWING			
11	2'-8" 6'-8" 1 3/4"	SOLID WOOD	D	SWING			
12	2'-0" 6'-8" 1 3/4"	SOLID WOOD	D	SWING			
13	2'-0" 6'-8" 1 3/4"		D	SWING			
14	NOT USED						
15	3'-0" 6'-8" 1 3/4"	METAL	F	SWING W AUTO CLOSER	1 HR W/ RATED FRAME		



ALL DOORS TO BE FIR, OAK STAIN, CLEAR STAIN FINISH.
 (A) INDICATES AUTOMATIC CLOSING DEVICE

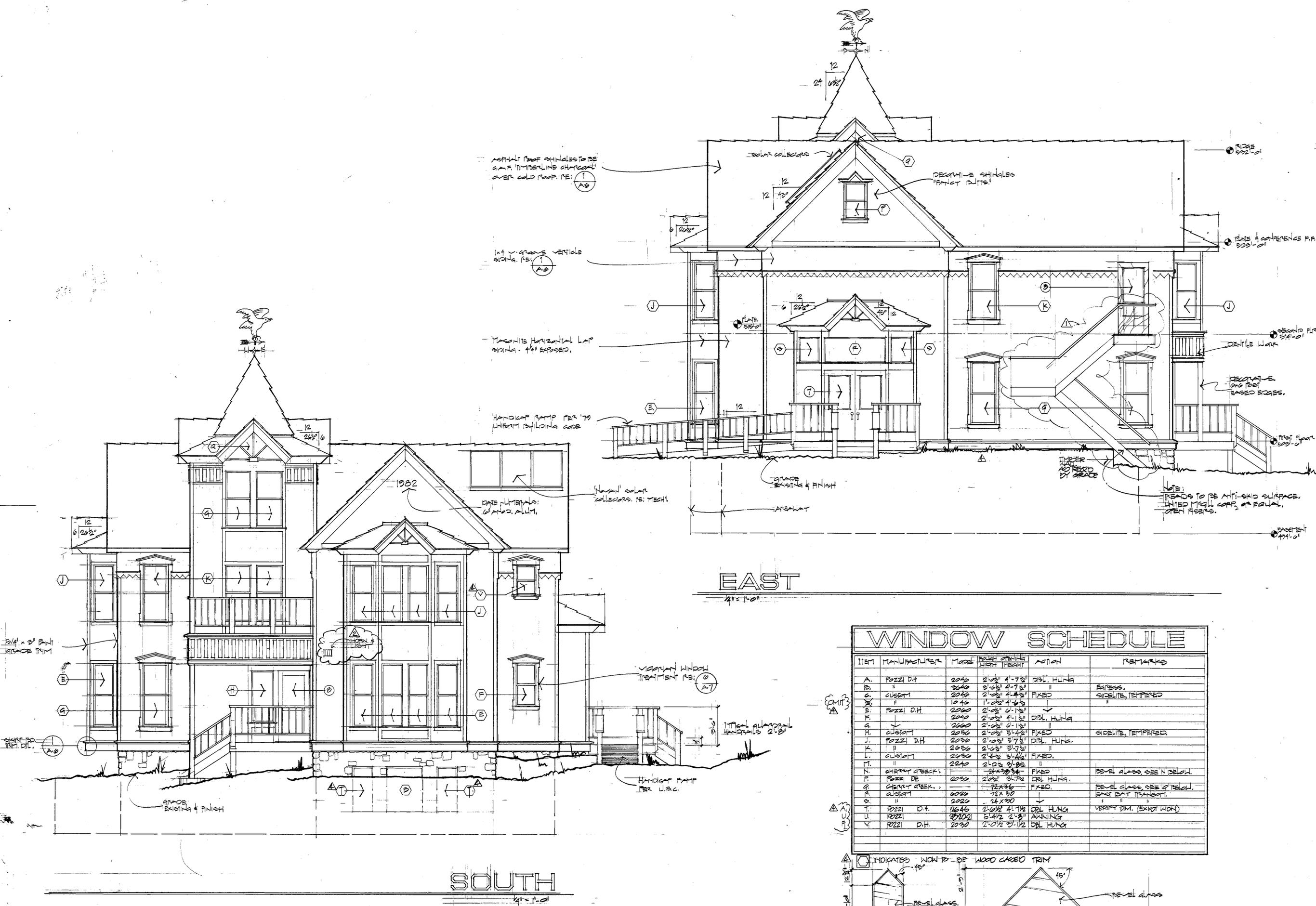
REVISIONS:
 1. MAY 13 '82
 2. JULY 8, 1982
 3. JULY 14, 1982
 DATE: 4-26-82
 DRAWN BY: TEP
 CHECKED BY: M.F.H.

BIG BUCKING
 EXTERIOR ELEVATIONS



EUGENE LOUIS BAKER
 ASSOCIATES
 ARCHITECTS, P.C.
 200 SOUTH RIDGE, P.O. BOX 931
 BRECKENRIDGE, COLORADO 80424
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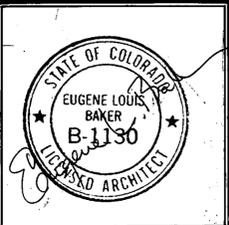
SHEET NUMBER
 A-4



REVISIONS:

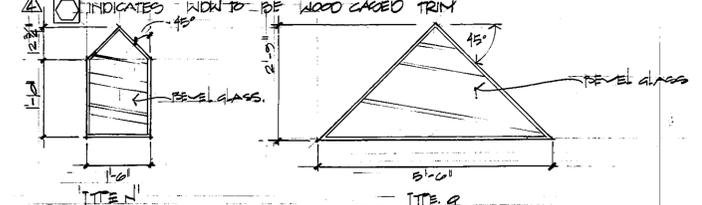
Δ	MAY 10 '82
Δ	JULY 8, 1982
Δ	AUGUST 12, 1982
	DATE: 4-26-82
	DRAWN BY: TEA
	CHECKED BY: MTH

BUILDING
 EXTERIOR ELEVATIONS



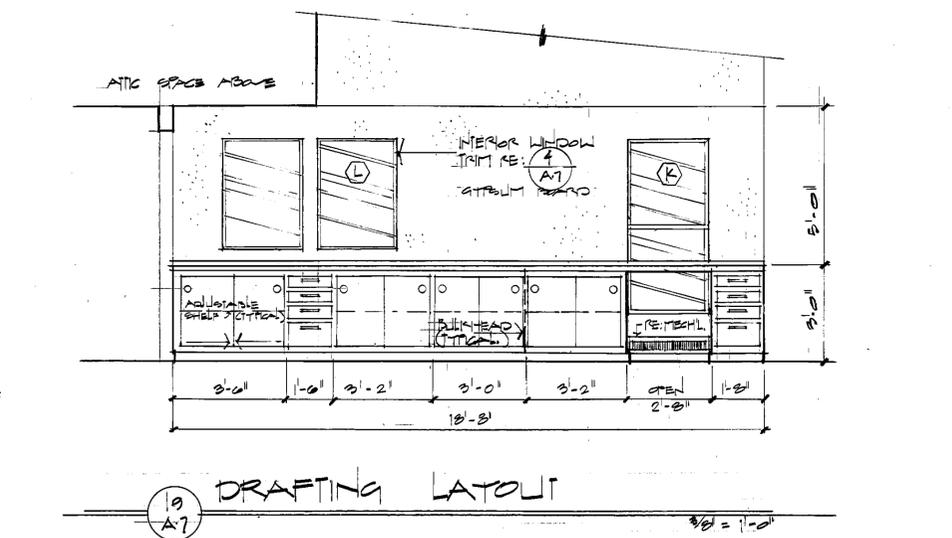
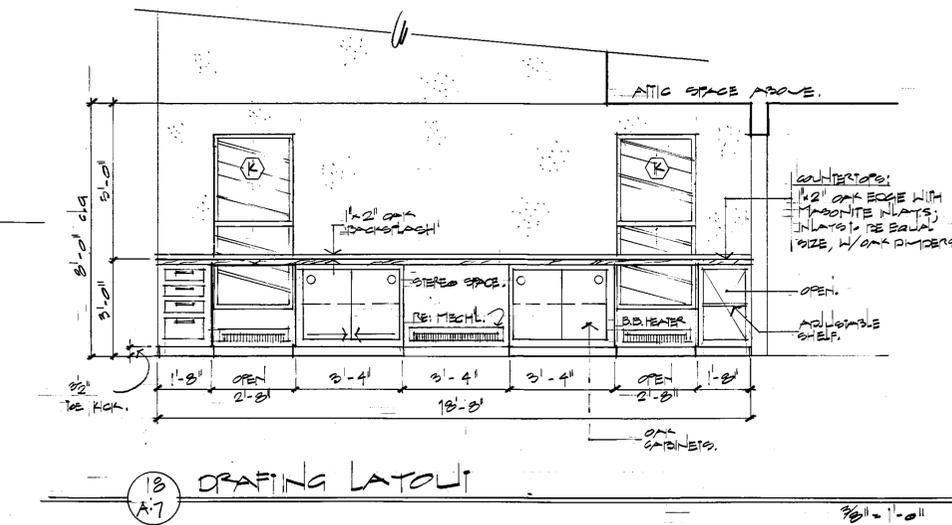
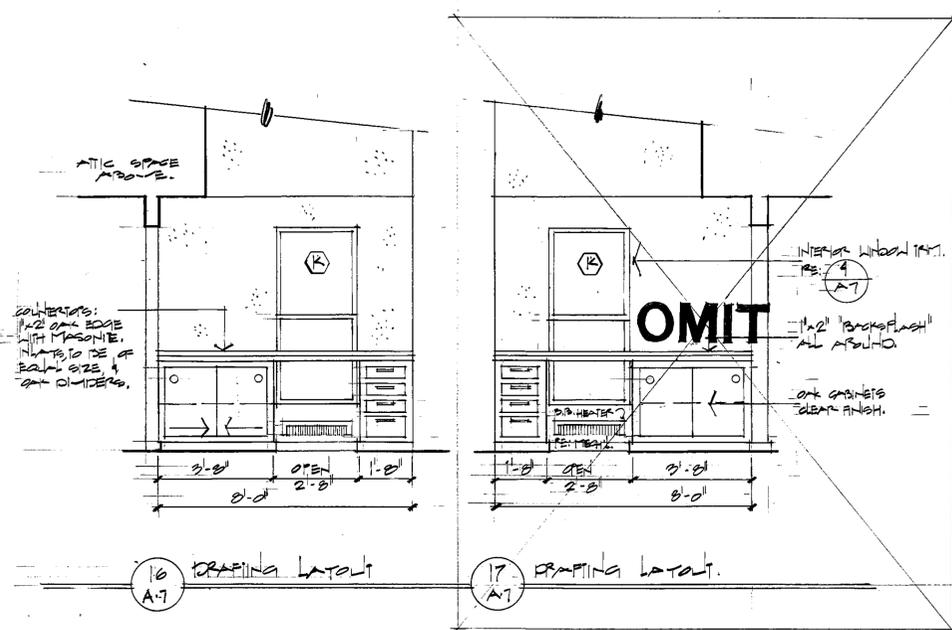
EUGENE LOUIS BAKER
ASSOCIATES
ARCHITECTS, P.C.
 200 SOUTH RIDGE, P.O. BOX 931
 BRECKENRIDGE, COLORADO 80424
 (303) 453-6860

WINDOW SCHEDULE					
ITEM	MANUFACTURER	MODEL	ROUGH OPENING WIDTH HEIGHT	ACTION	REMARKS
A.	POZZI D.H.	2046	2'-0" 4'-7 1/2"	DBL. HUNG	
B.	"	2040	3'-0" 4'-7 1/2"	"	BARSS.
C.	CUSTOM	2046	2'-0" 4'-4 1/2"	FIXED	SIDELITE, TEMPERED
D.	"	1046	1'-0" 4'-4 1/2"	"	"
E.	POZZI D.H.	2000	2'-0" 6'-1 1/2"	"	"
F.	"	2040	2'-0" 4'-1 1/2"	DBL. HUNG	"
G.	"	2000	2'-0" 6'-1 1/2"	"	"
H.	CUSTOM	2000	2'-0" 5'-4 1/2"	FIXED	SIDELITE, TEMPERED
I.	POZZI D.H.	2000	2'-0" 5'-7 1/2"	DBL. HUNG	"
J.	"	2000	2'-0" 5'-7 1/2"	"	"
K.	CUSTOM	2000	2'-0" 3'-4 1/2"	FIXED	"
L.	"	2240	2'-0" 3'-4 1/2"	"	"
M.	"	2240	2'-0" 3'-4 1/2"	"	"
N.	CHERRY CREEK:		2'-0" 3'-4 1/2"	FIXED	BEVEL GLASS, SEE N BELOW.
O.	POZZI D.H.	2000	2'-0" 3'-7 1/2"	DBL. HUNG	"
P.	CHERRY CREEK:		2'-0" 3'-7 1/2"	FIXED	BEVEL GLASS, SEE O BELOW.
Q.	CUSTOM	2000	2'-0" 3'-7 1/2"	"	BEVEL GLASS, SEE O BELOW.
R.	"	2000	2'-0" 3'-7 1/2"	"	BEVEL GLASS, SEE O BELOW.
S.	"	2000	2'-0" 3'-7 1/2"	"	BEVEL GLASS, SEE O BELOW.
T.	POZZI D.H.	1046	2'-0" 4'-1 1/2"	DBL. HUNG	VERIFY DIM. (EXIST WID)
U.	POZZI D.H.	2000	2'-0" 2'-0"	FIXED	"
V.	POZZI D.H.	2000	2'-0" 2'-0"	DBL. HUNG	"

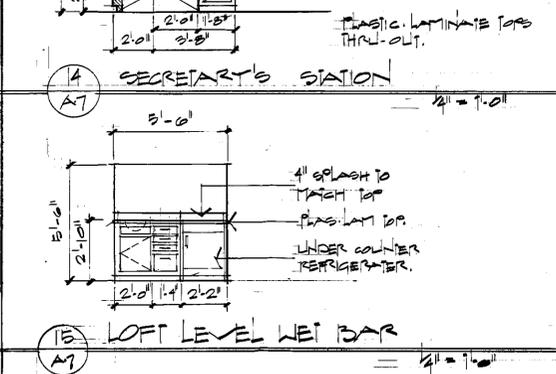
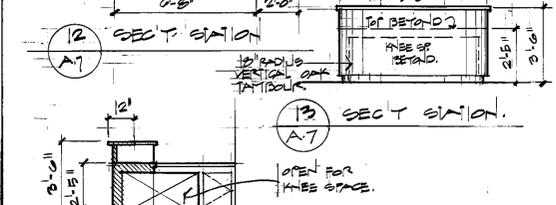
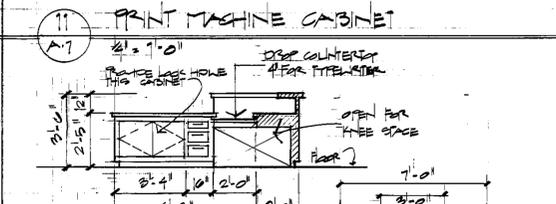
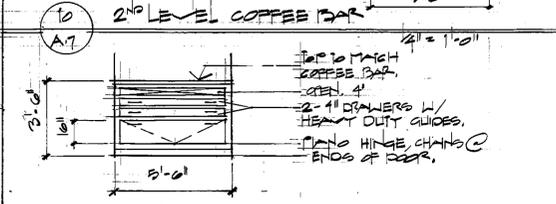
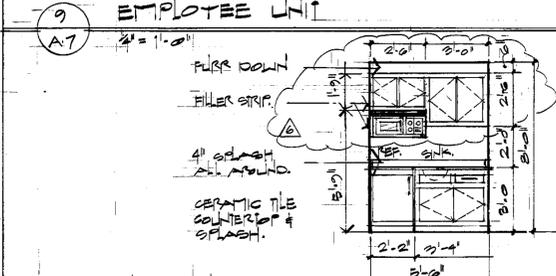
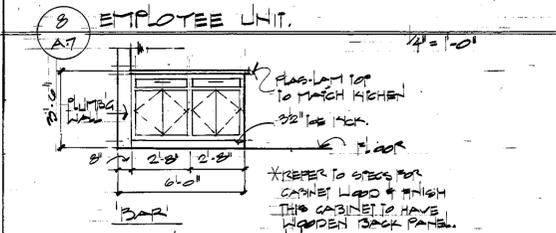
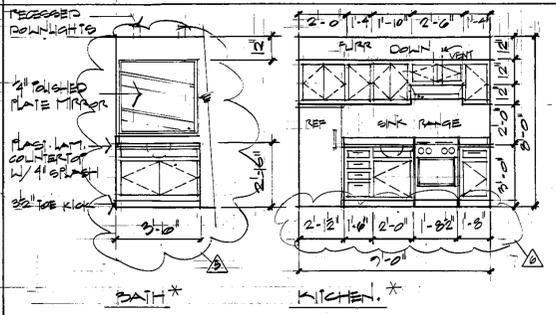


SHEET NUMBER
A-5

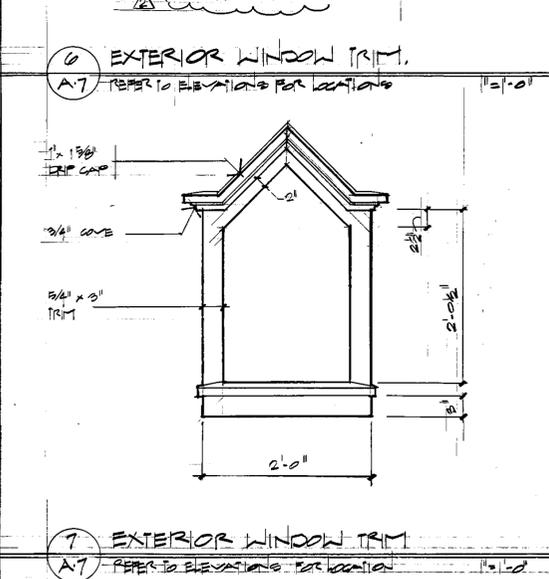
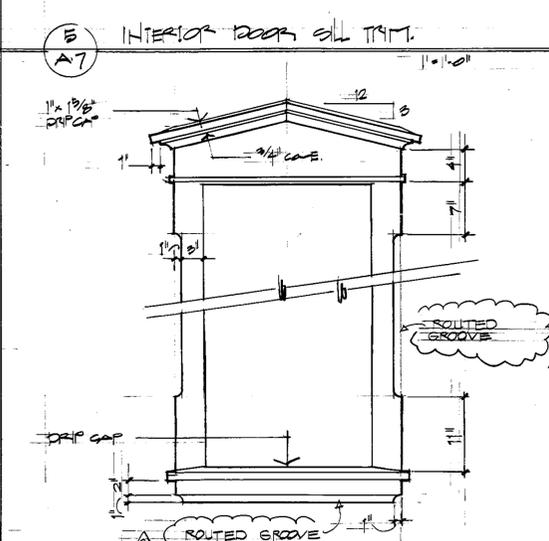
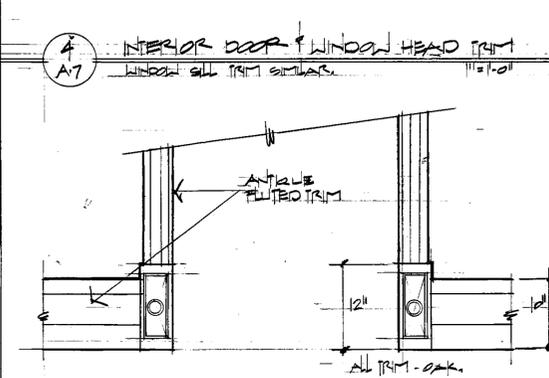
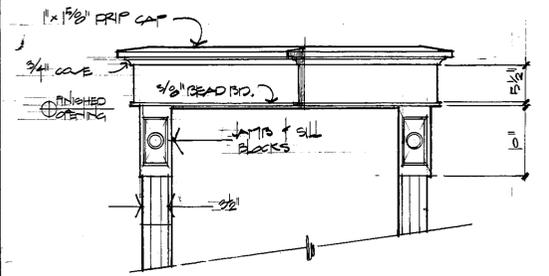
MILLWORK - DRAFTING



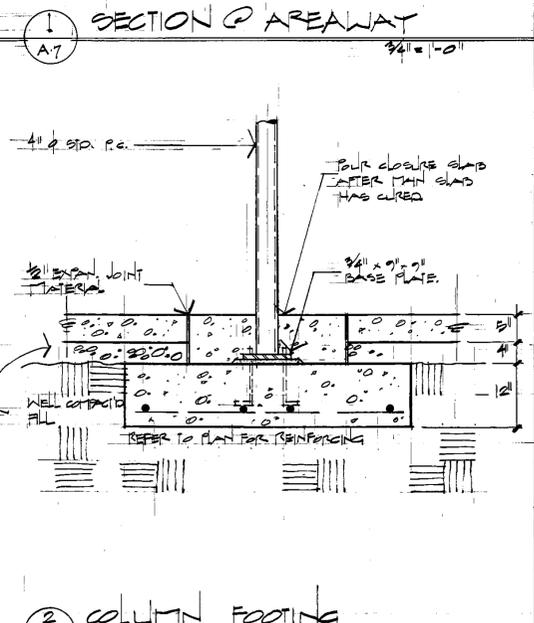
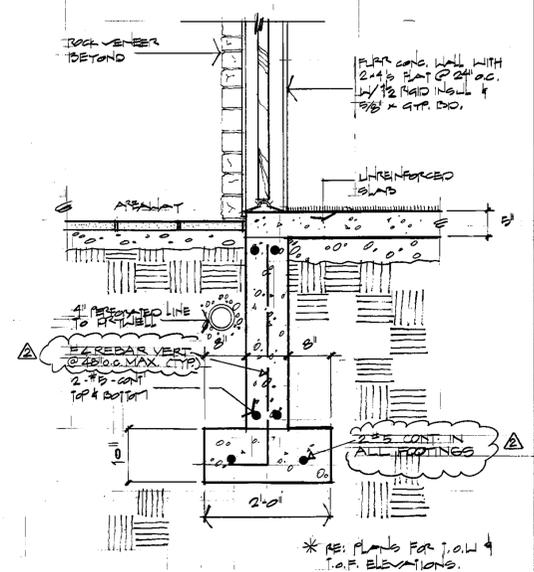
MILLWORK - MISC.



TRIM



DETAILS



REVISIONS:
 JULY 2, 1982
 AUGUST 12, 1982
 DATE: 4-12-82
 DRAWN BY: TREAT
 CHECKED BY:

AUGUST 17, 1982
 SEP. 30, 1982

BIG SKYING BUILDING
 DETAILS, TRIM & MILLWORK.

STATE OF COLORADO
 EUGENE LOUIS BAKER
 LICENSED ARCHITECT
 82-1130

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

SHEET NUMBER
 A-7

KEY TO SYMBOLS - ELECTRICAL-

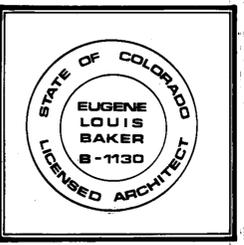
⊖ --- DOUBLE RECEPTACLE OUTLET	▲ --- TELEPHONE JACK
⊖GF --- GROUND FAULT INTERRUPTER OUTLET	△ --- TELEPHONE JACK BY OTHERS
WP⊖GF --- WATERPROOF GROUND FAULT INTER. OUTLET	⊙ --- FLOOR MOUNTED TELEPHONE JACK
⊖4 --- WALL MOUNTED FOUR-PLEX OUTLET	⊖ --- FLOOR MOUNTED DBL. RECEPT. OUTLET
⊖ --- SWITCH	⊖ --- SWITCHED OUTLET-LOWER HALF ONLY
⊖3 --- THREE-WAY SWITCH	⊖ --- WALL MOUNTED FIXTURE
⊖ --- DIMMER SWITCH	⊖ --- RECESSED LIGHT AND FAN
⊖3 --- THREE-WAY DIMMER SWITCH	⊖ --- SURFACE MOUNTED FIXTURE
⊖ --- RECESSED WALL WASH FIXTURE	⊖ --- RECESSED CEILING FIXTURE
⊖ --- EXIT SIGN FIXTURE	⊖ --- SURFACE MOUNTED PULLCHAIN
⊖ --- SMOKE DETECTOR	⊖ --- FLOOR. CEILING MOUNTED FIXTURE
THB --- HOSE BIBB (FREEZE PROOF)	⊖ --- INLAND TRACK FIXTURE
	S --- FLOOR. UNDER COUNTER FIXTURE

REVISIONS:
 ▲ MAY 10, 1982
 △ JULY 8, 1982
 ▲ AUGUST 12, 1982
 △ AUGUST 17, 1982
 ▲ SEPTEMBER 20, 1982

DATE: 4.20.82
DRAWN BY: B. [Signature]
CHECKED BY: T. [Signature]

BIG SKY BUILDING

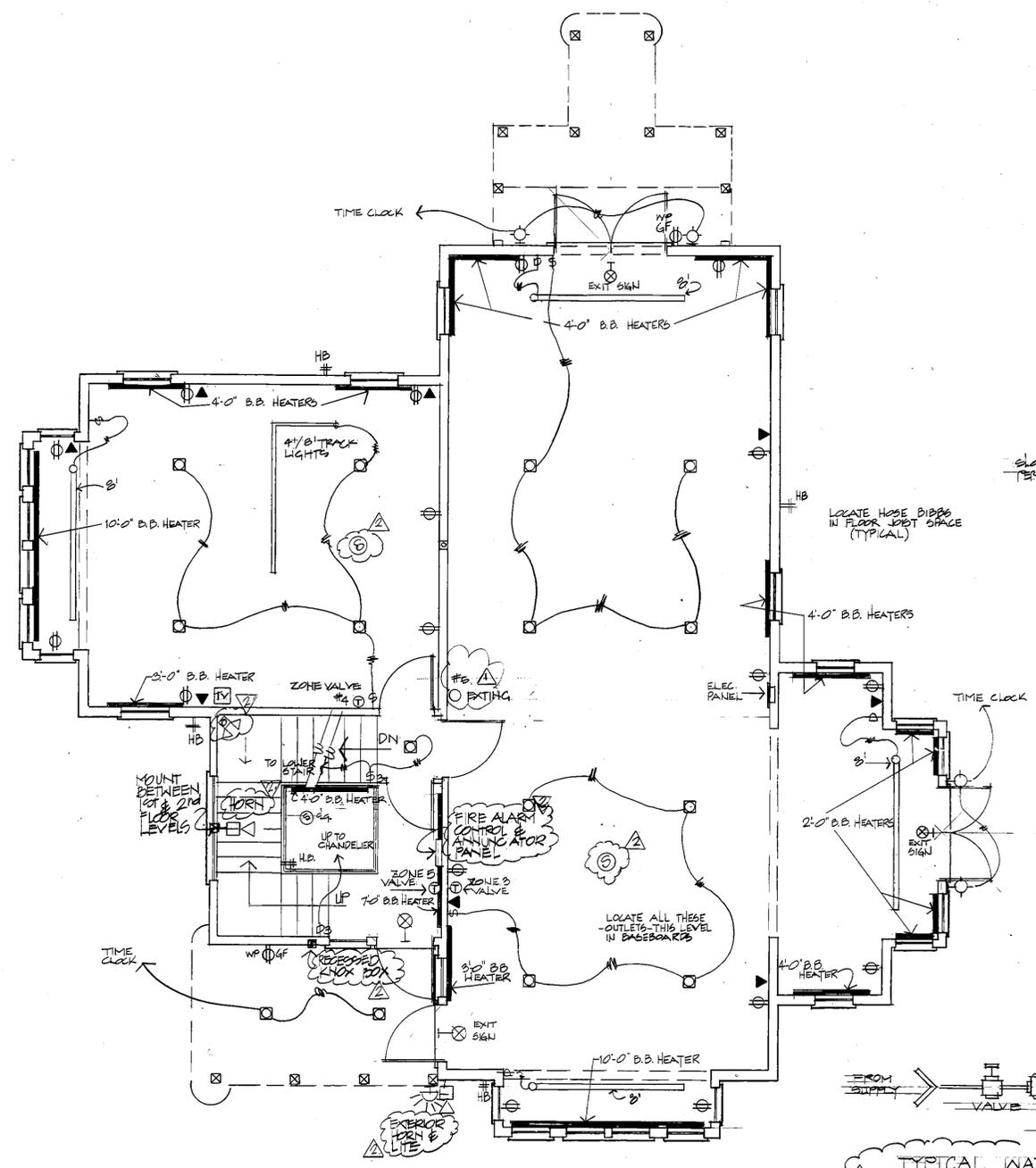
ELECTRICAL & MECHANICAL PLANS



EUGENE LOUIS BAKER ARCHITECT

STERLING BLOCK, P.O. BOX 931
 BRECKENRIDGE, COLORADO 80424
 (303) 453-8860

SHEET NUMBER
EM-1

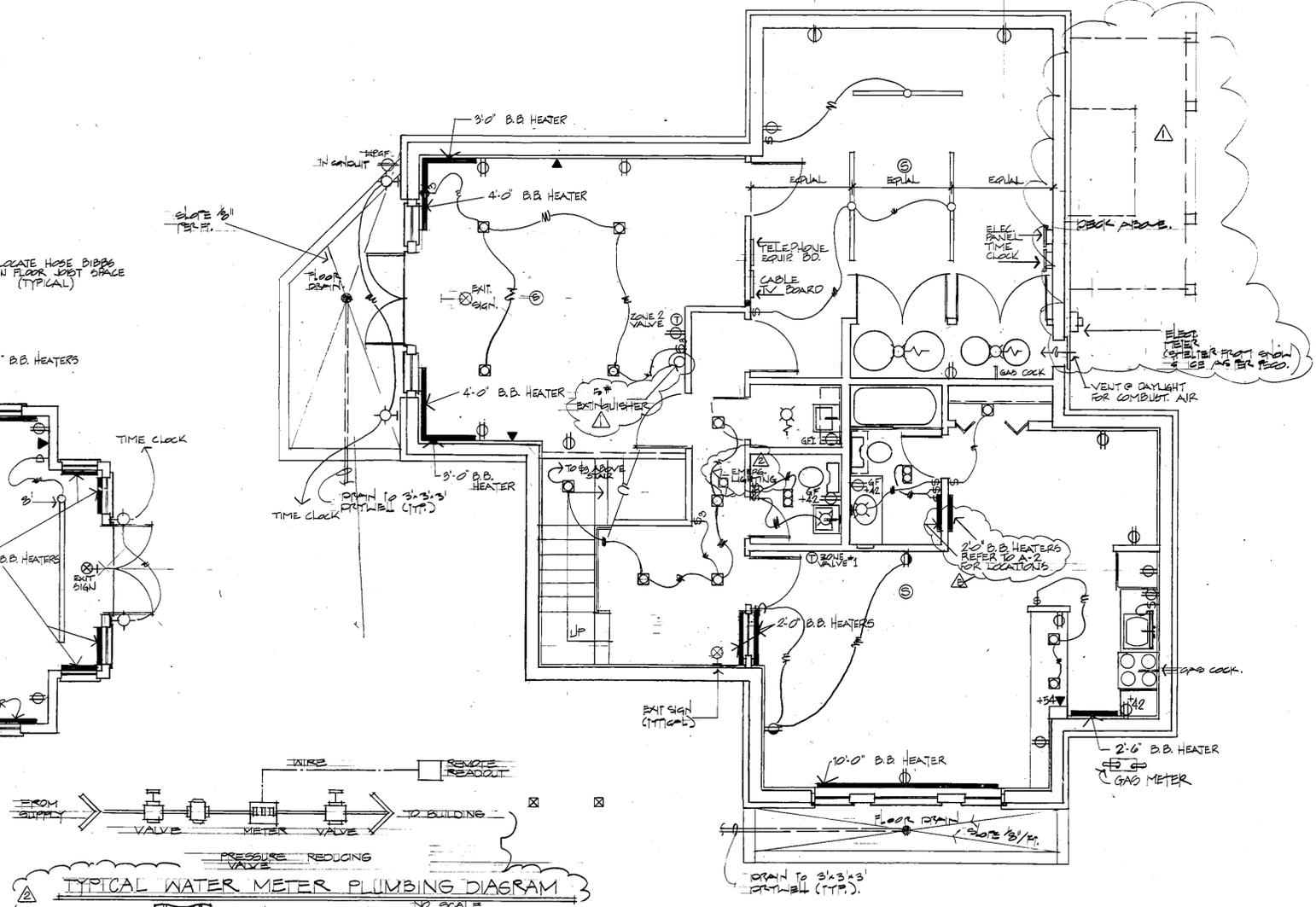


BREAKER NOTE: 1 - SHUNT TRIP BREAKER (NT) 2 - GROUND FAULT BREAKER 3 - GAS PUMP BREAKER 4 - BREAKER LOCK

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

FIRST LEVEL PLAN

SCALE 1/4"=1'-0"

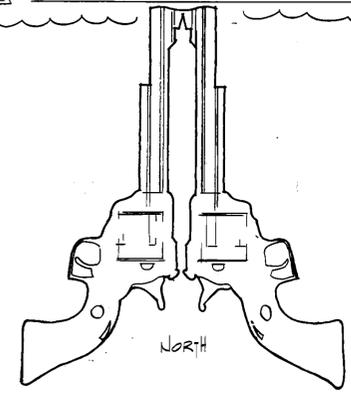


BREAKER NOTE: 1 - SHUNT TRIP BREAKER (NT) 2 - GROUND FAULT BREAKER 3 - GAS PUMP BREAKER 4 - BREAKER LOCK

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

BASEMENT LEVEL PLAN

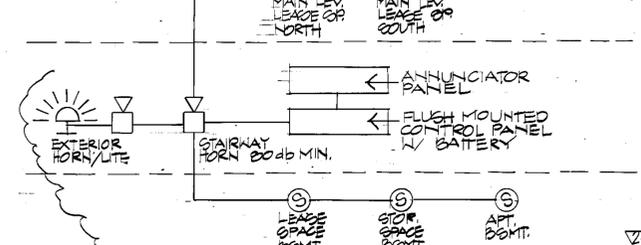
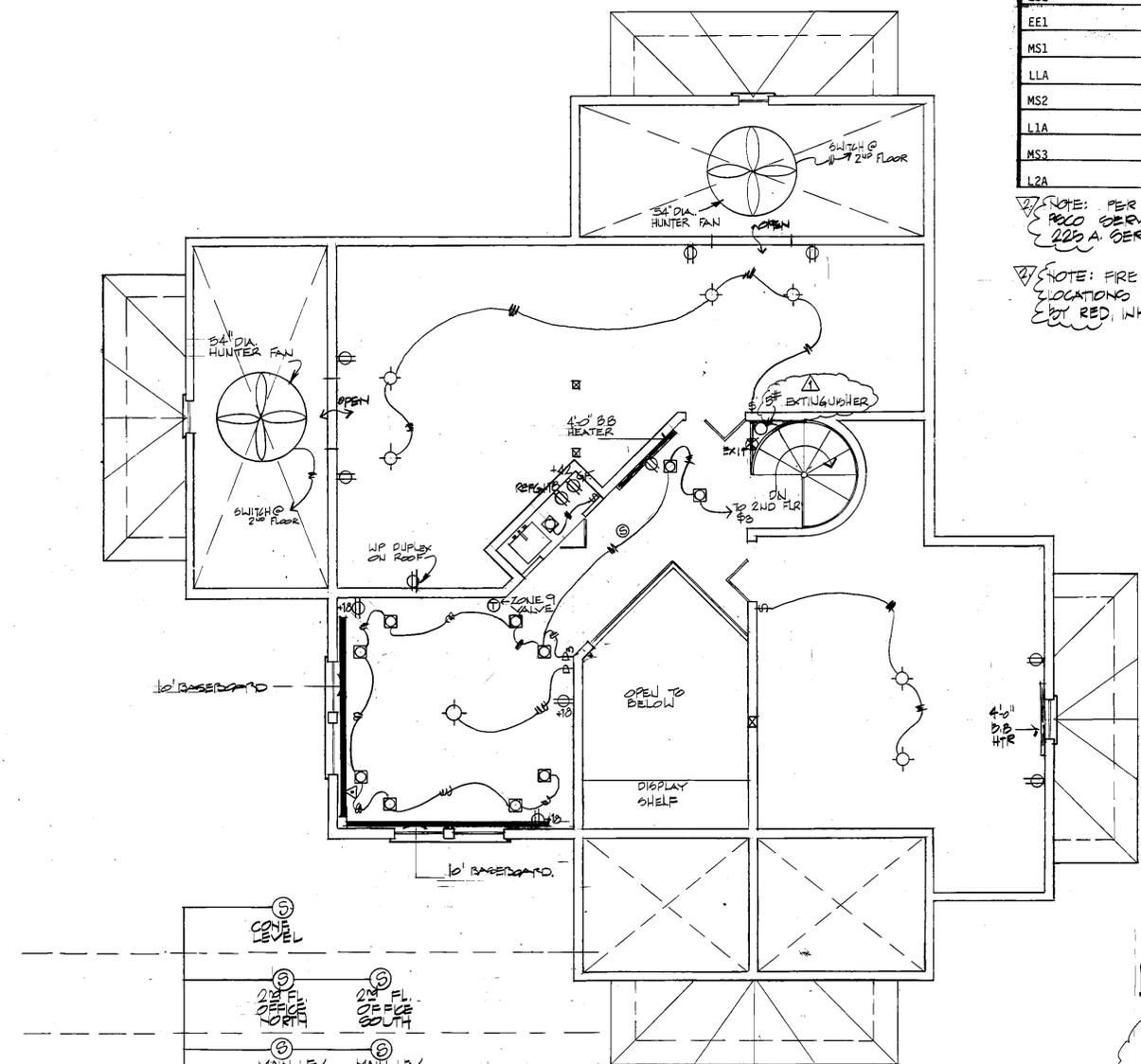
SCALE 1/4"=1'-0"



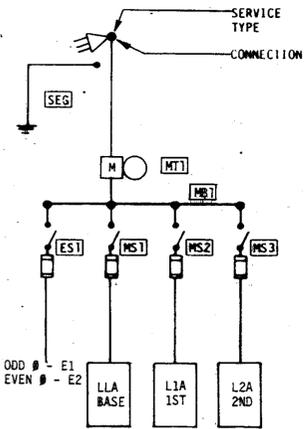
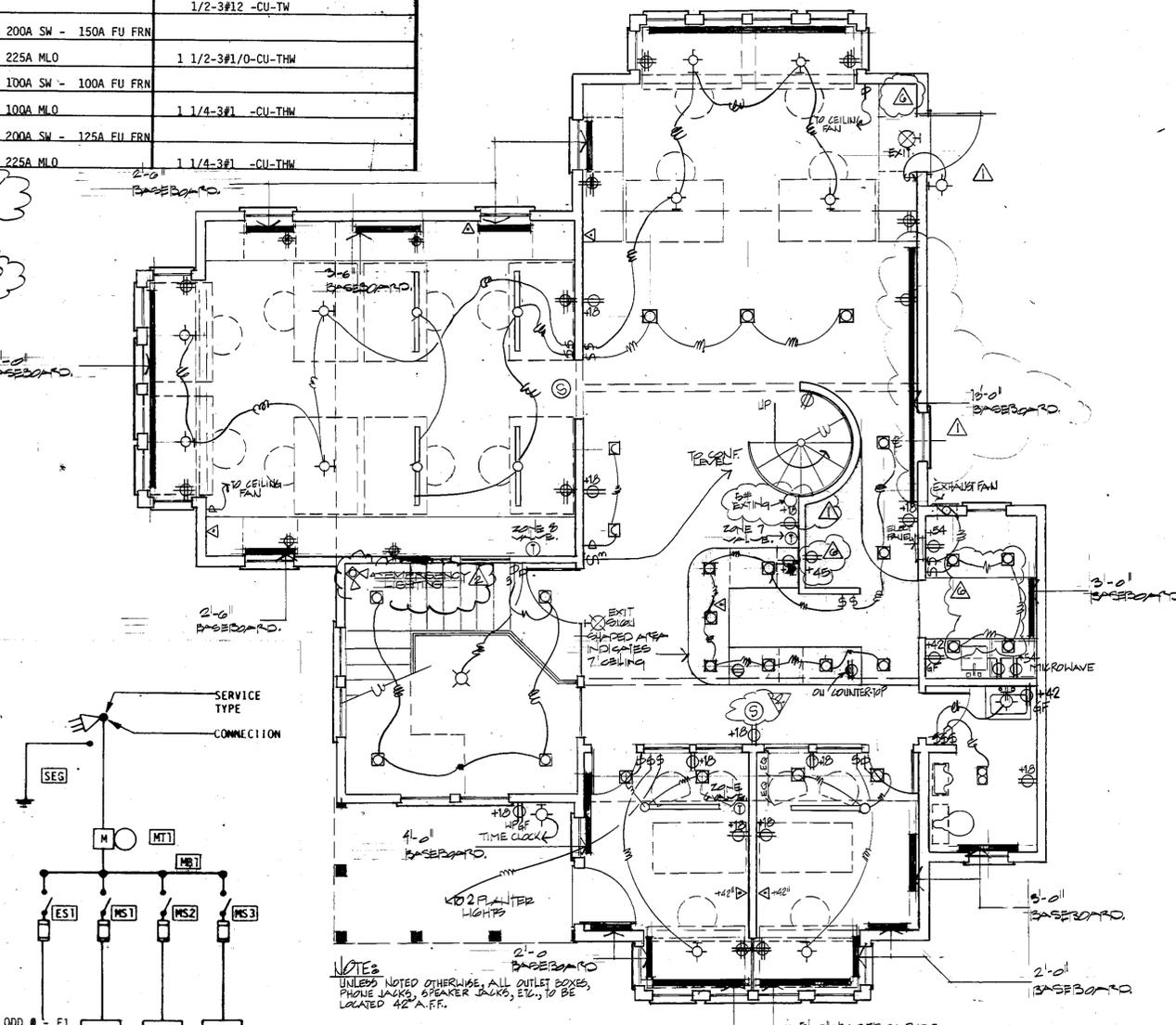
ONE-LINE DIAGRAM RATING		
SERVICE TYPE:	PEDESTAL	
SERVICE CONNECTION:	120/240V, 1P, 3W	
AVAILABLE SHORT CIRCUIT CURRENT:	21800 A SYM X/R = 3.50	
SYSTEM POWER FACTOR:	.00	
SERVICE ENTRANCE FEEDER (SEF):	2-2 1/2-3-250-AL-THW	
(SEG):	1#3/DAL TO COLD WATER PIPE 1#3/DAL TO BUILDING STEEL 1#3/DAL TO UFER	
METERING: MT1	SELF CONTAINED WATTHOUR METER	
ITEM DESIGNATION	EQUIPMENT RATINGS	FEEDER N COND N WIRE INSL R SIZE W 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#10-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

NOTE: PER AGREEMENT W/ POCO SERVICE SHALL BE 225A SERVICE

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



CONF. LEVEL PLAN
SCALE 1/4"=1'-0"



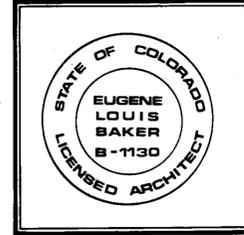
ONE-LINE DIAGRAM
NO SCALE

BREAKER NOTE:		MIN BKR-IC 10000A		MLO 225A		
1 - SHUNT TRIP BREAKER (NT)	2 - GROUND FAULT BREAKER					
3 - GAS PUMP BREAKER	4 - BREAKER LOCK					
LOAD DESCRIPTION	NT #R	CB/P	PANELL2A	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	8	TENANT
RECPT-TENANT	8	20/1	9	20/1	8	TENANT
RECPT-TENANT	8	20/1	10	20/1	8	TENANT
RECPT-TENANT	8	20/1	11	20/1	8	TENANT
RECPT-TENANT	8	20/1	12	20/1	8	TENANT
RECPT-TENANT	8	20/1	13	20/1	8	TENANT
RECPT-TENANT	8	20/1	14	20/1	8	TENANT
SPACE-			15	20/1		-SPACE
SPACE-			16	20/1		-SPACE
SPACE-			17	20/1		-SPACE
SPACE-			18	20/1		-SPACE
SPACE-			19	20/1		-SPACE
SPACE-			20	20/1		-SPACE

SECOND FLOOR PLAN
SCALE 1/4"=1'-0"

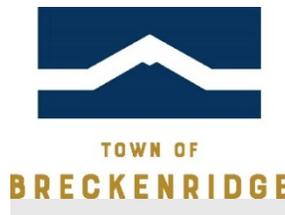
REVISIONS:
 △ MAY 18, '82
 △ JULY 8, 1982
 △ AUGUST 12, 1982
 △ SEPT. 28, 1982
 DATE: 4-20-82
 DRAWN BY: EUB
 CHECKED BY: PEA, MFL

BIG SKY BUILDING
 COMBINED ELECTRICAL & MECHANICAL PLANS



EUGENE LOUIS BAKER ARCHITECT
 STERLING BLOCK, P.O. BOX 937
 BRECKENRIDGE, COLORADO 80424
 (303) 453-8880

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)

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

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

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.

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.

4
5 **A BILL FOR AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE TOWN CODE**
6 **PERTAINING TO DEVELOPMENT, EXTERIOR LIGHTING, AND SIGNS ON PRIVATE**
7 **PROPERTY.**

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

11
12 **Section 1.** That subsection of section 9-1-19-8A entitled "Ridgeline and Hillside
13 Development" be amended by deleting the language stricken to read as follows:

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

27
28 **Section 2.** That section 9-12-7 of the Town of Breckenridge Exterior Lighting Code
29 be amended by deleting the language stricken and adding the language underlined to read as
30 follows:

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

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

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

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

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

13 OPAQUE LIGHT FIXTURE: An outdoor light fixture with walls that house the light source
14 that are comprised of a solid material, unable to be permeated by light. Glass is not considered
15 opaque; however, glass on a fixture is acceptable if the glass is flat, horizontal, and does not
16 allow any light to be emitted above the horizontal plane or if the glass portion of the fixture is
17 located below the lowest point of the bulb, is not mirrored, and does not allow any light to be
18 emitted above the horizontal plane.

19 RETROFIT FIXTURE: ~~An existing legal nonconforming fixture as described in section 9-~~
20 ~~12-6B of this chapter~~ that has a permanent opaque lining applied to it which extends to the
21 lowest portion of the bulb or lower, or other permanent modification to the fixture approved by
22 the director that brings such fixture ~~and light source~~ into compliance with the requirements of
23 this section. Paint shall not be considered a permanent opaque lining.

24 SEMI-OPAQUE LIGHT FIXTURE: An outdoor light fixture with walls that are comprised
25 of a nonopaque material such as frosted, colored glass, or a material such as mica which allows
26 for some light trespass to be emitted through the walls of the fixture, referred to as a "glow," but
27 such that the light source is not visible through the walls. ~~Within semi-opaque fixtures the bulb~~
28 ~~must be recessed so that no portion of the bulb would be visible if the nonopaque material was~~
29 ~~removed.~~ Semi-opaque is sometimes called "translucent." Clear glass is not considered semi-
30 opaque.

31
32 **Section 3.** That subsection of 9-12-8 entitled "Exemptions" be amended by deleting
33 the language stricken and adding the language underlined to read as follows:

34 A. Emergency Lighting:

1 1. Temporary lighting required for public safety in the reasonable determination
2 of public safety officials with authority, or

3 2. Permanently installed, battery powered lighting located at an emergency
4 egress for a building. This lighting shall be lit temporarily in the instance of a power
5 outage.

6 B. Decorative Lighting: All decorative lighting shall:

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

9 2. Be allowed in trees.

10 3. Be allowed over walkways between commercial and mixed use buildings.

11 24. Be limited to two (2) of the following features on a building:

12 a. The building roof eave line;

13 b. The building window and door trim;

14 c. Building columns; or

15 d. Railings.

16 35. Not protrude from the upper wall plane or the roof of a structure or fill in such
17 features on entirely cover a wall or roof of a structure. Lighting on a building shall be in a
18 singular strand along the eaves, window trim or railings.

19 46. Consist only of LED bulbs.

20 57. Not exceed 3 inches in size when measured from base of the bulb to the tip
21 of the bulb.

22 68. Not blink or rotate move, nor create a hazard or nuisance from glare.

23 Decorative lighting shall be maintained in good working condition at all times.

24 79. Commercial uses in Lighting Zone 1 has a curfew of two o'clock (2:00) A.M.

25 All other decorative lighting has a curfew of eleven o'clock (11:00) P.M.

26 G . Architectural Accent Lighting: Fixtures must be fully shielded and their light must be
27 downcast. Lamp color shall be a warm white color, with a CCT that does not exceed three
28 thousand kelvins (3,000 K). Lighting to accent an architectural element must be aimed or
29 shielded to prevent lighting of the night sky, with a maximum of one (1) lighted architectural
30 accent feature, lighted by a maximum of one (1) fixture or LED lighting strip per feature property
31 of not more than nine hundred (900) emitted lumens per property. Uplighting is permitted if the
32 illumination is effectively contained within an overhanging architectural element and is a
33 maximum of one (1) fixture per feature of not more than eight hundred (800) emitted lumens.
34 Light fixtures in or attached to trees are not permitted as architectural accent lighting.

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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 1. Fixtures: Semi-opaque fixtures are allowed in LZ-1 and are not required to be
2 fully shielded or downcast ~~provided they are fully shielded and downcast.~~

3
4 **Section 6.** That subsection of section 9-12-12 entitled “Lighting Standards for
5 Specific Uses” be amended by deleting the language stricken and adding the language
6 underlined to read as follows:

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

18
19 **Section 7.** That subsection of section 9-12-13 entitled “Lighting Standards for
20 Specific Types” be amended by deleting the language stricken and adding the language
21 underlined to read as follows:

22 A. Standards for Specific Types:

23 1. Security Lighting: Security lighting shall use the lowest possible illumination to
24 effectively allow surveillance, be fully shielded, and directed downward toward
25 designated areas. The use of motion sensors, timers, photocells or other means to
26 activate lighting during times when it is needed is encouraged to conserve energy,
27 provide safety, and promote compatibility between different land uses. However,
28 photocells are permitted only at primary entrances to a building and where the light
29 source is fully shielded. Security lighting illuminance levels shall be a maximum of ten
30 (10) foot-candles.

31 2. Signage Illumination: All signage shall comply with chapter 15 of this title.
32 Signage utilizing lighting shall have fixtures mounted to the top of the sign structure and
33 aimed downward onto the sign from above. Fixtures shall be fully shielded so that light is
34 directed only onto the sign face and not aimed at the sky, adjacent streets, roads or

1 properties. Luminance shall not exceed ~~nine (9) foot-candles~~ or one hundred (100) nits
2 (one hundred (100) candelas per square meter) during the first hour after sunset, and
3 lighting must be fully extinguished one (1) hour after sunset or within one-half (1/2) hour
4 of the end of normal business hours, whichever is later.

5
6 **Section 8.** That section 9-12-15 of the Town of Breckenridge Exterior Lighting Code
7 be amended by deleting the language stricken and adding the language underlined to read as
8 follows:

9 9-12-15: VIOLATIONS; PENALTIES; ENFORCEMENT:

10 A. ~~It shall be unlawful and a misdemeanor offense for any person to fail to comply with~~
11 ~~the requirements of this chapter. Every person convicted of a violation of any provision of this~~
12 ~~chapter shall be punished as provided in title 1, chapter 4 of this Code.~~

13 B. ~~In addition to other remedies available to the town, the town may commence an~~
14 ~~action pursuant to section 1-8-10 of this Code to enjoin the alleged violation of any provision of~~
15 ~~this chapter, or to compel compliance with any provision of this chapter. Any remedies provided~~
16 ~~for in this chapter shall be cumulative and not exclusive, and shall be in addition to any other~~
17 ~~remedies provided by law. (Ord. 21, Series 2007; amd. Ord. 5, Series 2024. Formerly 9-12-14)~~

18 A. General: It is an infraction as defined in section 1-3-2 of this Code for any person to
19 violate any of the provisions of this chapter. Each such person shall be liable for a separate
20 offense for each and every day during which any violation of any of the provisions of this
21 chapter is committed, continued, or permitted, and shall be punished accordingly.

22 B. Fine Schedule: Any person found to have violated any provision of this chapter, or
23 against whom a default judgment has been entered for any violation of this chapter shall be
24 punished by a fine as follows:

<u>Offense No.</u>	<u>Fine Amount</u>
<u>First offense</u>	<u>\$250.00</u>
<u>Second offense</u>	<u>\$500.00</u>
<u>Third offense and each subsequent offense</u>	<u>As determined by the Municipal Judge subject to the limits in section 1-4-1-1 of this Code</u>

26
27 C. When Penalty Assessment Procedure May Be Used; When Mandatory Court
28 Appearance Required: A defendant's first two (2) alleged violations of this chapter may be
29 written as penalty assessments. A defendant's third and each subsequent alleged violation of
30 this chapter shall require a mandatory court appearance.

1 D. Injunctive Relief: In addition to other remedies available to the town, the town may
2 commence an action pursuant to section [1-8-10](#) of this Code or other applicable law to enjoin
3 the alleged violation of any provision of this chapter, or to authorize and compel the removal,
4 termination, or abatement of such violation.

5 E. Additional Remedies: Any remedies provided for in this chapter shall be cumulative
6 and not exclusive, and shall be in addition to any other remedies provided by law.

7
8
9 **Section 9.** That subsection of section 9-15-18 entitled “Sign Design Standards –
10 Generally” be amended by deleting the language stricken and adding the language underlined
11 to read as follows:

12 C. Lighting Standards: All sign lighting shall comply with signage illumination
13 requirements listed in section ~~9-12-12~~ 9-12-13 of this title and the lighting zone limitations listed
14 in section 9-12-11 of this title.

15
16 **Section 10.** This ordinance shall be published and become effective as provided by
17 Section 5.9 of the Breckenridge Town Charter.



TOWN OF
BRECKENRIDGE

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)

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

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.

1
2 RESOLUTION NO. _____

3
4 SERIES 2025

5
6 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
7 STATE OF COLORADO FOR A COMMUNITY ACCELERATED MOBILITY PROJECT
8 GRANT
9

10 WHEREAS, pursuant to Title XIV, Section 8.2 of the Colorado Constitution and Section
11 15.5 of the Town Charter, the Town of Breckenridge is authorized to enter into
12 intergovernmental agreements with other governmental units; and
13

14 WHEREAS, the Town of Breckenridge has applied for and received a grant from the
15 State of Colorado’s Community Access Enterprise Board to develop and manage a Community
16 Accelerated Mobility Project; and
17

18 WHEREAS, it is in the best interests of the public health, safety, and welfare of the
19 residents of the Town of Breckenridge to approve the State of Colorado Intergovernmental Grant
20 Agreement (“IGA”) attached hereto as **Exhibit A** and incorporated by reference herein; and
21

22 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
23 IGA and finds and determines that it is necessary and appropriate to approve the IGA.
24

25 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
26 BRECKENRIDGE, COLORADO, as follows:
27

28 Section 1. The Intergovernmental Agreement with the State of Colorado for a
29 Community Accelerated Mobility Project grant (**Exhibit “A”** hereto) is approved; and the Town
30 Manager is authorized, empowered, and directed to execute such document and all related
31 certificates and assurances as are required.

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

33 RESOLUTION APPROVED AND ADOPTED this ____ day of _____, 2025.
34

35 TOWN OF BRECKENRIDGE, a Colorado
36 municipal corporation
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40 By: _____
41 Kelly Owens, Mayor
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43 ATTEST:
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Helen Cospolich, CMC,
Town Clerk

Exhibit A

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency		Local Match Amount
Community Access Enterprise		State Fiscal Years 2025-2027 \$570,200.00
Grantee		Total for All State Fiscal Year \$570,200.00
Town of Breckenridge		Grant Issuance Date
Grant Amount		The date the State Controller or an authorized delegate signs this Grant Letter
State Fiscal Year 2025	\$500,000.00	Grant Expiration Date
State Fiscal Year 2026	Any unused funds from SFY25	January 31, 2027
State Fiscal Year 2027	Any unused funds from SFY26	
Total for all State Fiscal Years	\$500,000.00	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

STATE OF COLORADO
Jared S. Polis, Governor
Community Access Enterprise

By: [Name & Title of Person Signing for Grantee]

By: Rev. Eugene Downing, Jr., Board Chair

Date: _____

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Energy Office
Will Toor, Executive Director

By: Dominique Gómez, Deputy Director

Date: _____

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:_____

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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 statute 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]

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]

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 & Title of Person Signing for Agency or IHE]
 Date: _____

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.

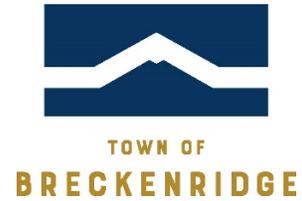
I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Memo

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

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.



NOT TO SCALE



BGV Parcel 2 Workforce
Housing and Parking Lot
Improvements, 415 S. Park
Avenue

Breckenridge South



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. Smith: Will the porkchop area 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

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, South: Residential
East: Blue River, Highway 9 West: Mobile Home Park, Airport Road
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		Recommnended 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



ATTACHED PAVILION

MAIN REC. PATHWAY

RESTROOM BUILDING

DROP OFF

PROMENADE ENTRANCE

BATTING CAGES

ELEVATED VIEWING PLAZA

ENHANCED REC. PATH ENTRY

HILLSIDE VIEWING

CONCEPTUAL RESTROOM DESIGN



STANDING SEAM METAL ROOF



PAINTED SURFACES
URBANE BRONZE



BOARD AND BATTEN
CEMENT BOARD



ACCENT PAINT - CARIBOU



MASONVILLE BUFF STONE
VENEER



WOOD TIMBERS
SEALED



NORTH ELEVATION

SCALE: 1/4" = 1'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"



Breckenridge Skatepark Expansion

12,500 SF



Footprint and Design Renderings



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

Date	Meeting	Location	Time
January 2025			
Jan. 20th - 29th, 2025	International Snow Sculpture Championships	Riverwalk Center	All Day
Jan. 24th - 26th, 2025	5 Hole Pond Hockey Tournament	Golf Course	All Day
January 25th, 2025	ISSC Closing Party	Cabin Juice	4:00pm
Tuesday, Jan. 28th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
Jan. 29th - 31st, 2025	CAST Conference	Beaver Run Resort	All Day

February 2025			
February 6th, 2025	Meet Up with the Mayor	Backstage Theatre	5:00pm
February 14th, 2025	Tour of Little Red Schoolhouse	Little Red	12:30pm
Tuesday, Jan. 14th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
Feb. 15th & 16th, 2025	Breckebeiner	Gold Run Nordic	All Day
Tuesday, Jan. 28th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm

Other Meetings			
January 27th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
January 28th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
February 4th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
February 5th, 2025	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	10:00am
	Childcare Advisory Committee	Town Hall	3:00pm
February 11th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
February 13th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
February 17th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
February 18th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
February 19th, 2025	Social Equity Advisory Commission	Town Hall	7:30am
February 25th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
February 27th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

Date	Meeting	Location	Time
March 4th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
March 5th, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
March 11th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
March 12th, 2025	QQ - Quality and Quantity - Water District	Hybrid	10:00am
	Breckenridge History	Town Hall	Noon
March 13th, 2025	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
March 18th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
March 19th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
March 27th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
TBD	Tourism Overlay District Advisory Committee Mtg		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am