



Town Council Work Session
Tuesday, February 11, 2025, 2:30 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

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

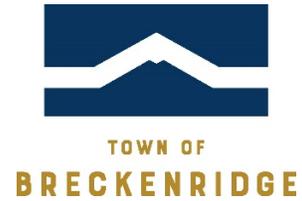
If you need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

- I. FIRC PRESENTATION (2:30-3:00PM)**
- II. RED WHITE AND BLUE FIRE PROTECTION DISTRICT PRESENTATION (3:00-3:30PM)**
- III. PLANNING COMMISSION DECISIONS (3:30-3:35PM)**
PLANNING COMMISSION DECISIONS
- IV. LEGISLATIVE REVIEW (3:35-3:50PM)**
BIG SKY EMPLOYEE HOUSING UNIT DEVELOPMENT AGREEMENT (SECOND READING)
LIGHTING CODE MODIFICATIONS (SECOND READING)
- V. MANAGERS REPORT (3:50-4:15PM)**
PUBLIC PROJECTS UPDATE
MOBILITY UPDATE
SUSTAINABILITY UPDATE
HOUSING UPDATE
OPEN SPACE UPDATE
COMMITTEE REPORTS
BRECKENRIDGE EVENTS COMMITTEE/ JULY 4TH PROGRAMMING
POLICE DEPARTMENT PUBLIC SAFETY UPDATE
SHORT TERM RENTALS ANNUAL REPORT
- VI. OTHER (4:15-4:30PM)**
ZERO EMISSION PRIORITY PROCUREMENT POLICY
- VII. PLANNING MATTERS (4:30-5:30PM)**
CUCUMBER CREEK ESTATES EXTENDED VESTING REQUEST

NEIGHBORHOOD PRESERVATION PUBLIC OUTREACH PLAN
SMALL BUSINESS ASSISTANCE

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

UPDATE ON SUMMIT COUNTY HOUSING AUTHORITY MEDIATION
DISCUSSION OF TOWN CODE ENFORCEMENT MECHANISMS



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: February 5, 2025
Subject: Planning Commission Decisions of the February 4, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, February 4, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Oaxacan Bites Large Vendor Cart Renewal, 327 N. Main Street, PL-2024-0511

A proposal to renew the development permit for the Oaxacan Bites Large Vendor Cart. There are no changes proposed to the existing cart or the site plan with this application. *Approved, see second memo.*

CLASS C APPLICATIONS:

1. Rankin Residence, 119 N. Pine Street, PL-2025-0005

A proposal to demolish an existing single-family residence and construct a new 4,466 sq. ft. single-family residence. The new residence will have four (4) bedrooms, 5 and a half (5.5) bathrooms, and a three (3) car garage. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: February 5, 2025 for meeting of February 11, 2025
Subject: Oaxacan Bites – Large Vendor Cart Renewal, 327 N. Main St; PL-2024-0511 Planning Commission Approval Summary

A Combined Hearing for the Oaxacan Bites Large Vendor Cart Renewal, located at 327 North Main Street, was held by the Planning Commission on February 4, 2025. The application proposes to renew the operation of an 84 sq. ft. large vendor cart. The vendor cart has operated at 327 S. Main St. since 2013 under several different owners.

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year Development Permit (the maximum permitted under the Code) was approved by a 7-0 vote of the Commission.

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

[Link to the Planning Commission Packet](#)



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the January 21, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the February 4, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

Mr. Leas: Do we as a town have a plan should something catastrophic happen, fire wise, in Breckenridge to ease the regulations and permitting to rebuild. Has that been discussed as a contingency plan?

Mr. Truckey: We haven't had that particular discussion but we have allowed homes to be rebuilt if they've been destroyed. We did recently revise the code so that Planning Commission no longer has to give an okay if something like that happens to make it a smoother staff level process.

CONSENT CALENDAR:

1. Rankin Residence (AB), 119 N. Pine Street, PL-2025-0005

Commissioner Comments:

Mr. Guerra: I have one comment on the points, seeing the negative points being for setbacks that are offset by positive points from EV chargers. I know this has been a discussion point recently, and nothing against the applicant, but I think that is something we should revisit in how many positive points are awarded for EV chargers.

Ms. Gort: I agree, it used to be a much bigger thing but technology has moved on.

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

COMBINED HEARINGS:

1. Oaxacan Bites Vendor Cart Renewal (EM), 327 N. Main Street, PL-2024-0511

Ms. Muncy presented a proposal to renew the development permit for the Oaxacan Bites Large Vendor Cart at 327 N. Main Street. There are no changes proposed to the existing Large Vendor Cart or the site plan with this application.

Commissioner Questions / Comments:

Mr. Giller: Do all parking spaces have to be paved or just the required one? (Ms. Muncy: Just the required parking. The unpaved spaces behind the cart are not official spaces. (Mr. Kulick: The unpaved space is not a legal parking space.) Mr. Giller: A friendly comment to clarify that language in the Findings and Conditions.

Mr. Giller made a motion to approve the Oaxacan Bites Large Vendor Cart Renewal, adding a small clarification to paving parking, seconded by Ms. Propper. The motion passed 7 to 0.

Mr. Smith: Where do other restaurants provide their parking? (Ms. Muncy: They provide parking on site or via a fee in lieu. Mr. Kulick: All residential parking has to be achieved on site. For commercial, within the Parking District, if you're not able to accommodate it on site you can pay a fee in lieu that goes into a capital improvement fund for building new parking spaces.

PRELIMINARY HEARINGS:

1. BGV Parcel 7 Entrada Employee Housing (AB), 11030 State Hwy 9, PL-2024-0500

Ms. Brackett presented a proposal to construct 40 deed-restricted, one-bedroom, workforce housing units in one building at the northeast corner of State Hwy 9 and Huron Rd. Access for the building will be off Hwy 9. The following specific questions were asked of the Commission:

1. Does the Commission agree that the proposed overall design is architecturally compatible with the Code and the Annexation and Development Agreements?
2. Does the Commission agree that the proposed north facade reads as two-and-a-half to three (2.5-3) stories and that the proposed south facade reads as two (2) stories, as allowed in the Annexation Agreement?
3. Does the Commission agree that the proposed buffering (fencing and landscaping) is sufficient, considering the allowances for reduced buffering in the Annexation Agreement?
4. Does the Commission agree with the staff recommended preliminary point analysis?
5. Does the Commission have additional comments?

Commissioner Questions / Comments:

Mr. Leas: The purpose of the Entrada project is to supply employee housing for the Peak 8 development. I'm unclear as to what the policy requires for the duration of the obligation.

Mr. Kulick: The obligation requires that the deed restriction is provided in perpetuity, which is listed in the annexation agreement.

Mr. Leas: The 40 proposed units provided exceeds the amount required by the Imperial Hotel for employee generation, what will be done with those surplus units?

Mr. Kulick: Breckenridge Grand Vacations (BGV) needs to design a building that would provide enough units to offset the Parcel 4 development and so the design was created to be slightly larger than required to ensure the need was met. The Council took the excess units into account with the development and annexation agreements, and BGV will not be allowed to bank those units towards employee generation from future developments.

Mr. Leas: Are the extra units available for BGV to use for employees at Imperial without deed restriction?

Mr. Kulick: Anything that's on the site has to be deed restricted housing. As part of the development agreement some density was transferred here and it was agreed that the units can't be market rate and can't be banked towards a future project.

Mr. Truckey: For clarification, the units do not need to be rented out to the Imperial Hotel employees, BGV is merely required to provide at least that many units and they could be rented to or occupied by anyone gainfully employed at least 30 hours a week in the Town of Breckenridge.

Mr. Leas: The annexation agreement contains language that would allow the owners to apply to the Town for permission to condominiumize some or all of the units in the future but there's no language in the document detailing how that would work while remaining in compliance with Policy 24.

Mr. Kulick: The entire building will be deed restricted and dedicated as workforce housing. Whether or not it's condominiumized, the entirety of the building will be deed

- restricted and must meet the terms of the deed restriction. The applicant could better speak to the options they are considering.
- Mr. Leas: You partially answered my question, the deed restriction defines an AMI cap with an increase over time but does not mention condominiums and how they would be priced. This leaves a lot of loose ends for things like how HOA fees would play into rent and how this will be addressed.
- Mr. Kulick: Someone buying a deed restricted unit would have an understanding of the requirements of the deed restriction and rental cap. The AMI cap will make a difference in how much someone will be able to rent it for, which will affect the possible sale price.
- Mr. Leas: When someone purchases a condo, the ownership transfers and it's no longer being managed by BGV or whoever the successor is. How do you price the condo and how do you figure in the HOA fee with the deed restriction rules if for example half the building is condominiumized and half the building is rented? Will we have them come back to figure out the price if they condominiumize them, there's nothing in the agreement that defines that.
- Mr. Truckey: There's no need to have it defined because the deed restriction survives in all cases and the terms of the deed restriction must be met. The rent that's identified includes all utilities which would cover most of the things typically included in HOA dues.
- Mr. Kulick: The deal was negotiated over the course of three meetings to determine an acceptable agreement between the applicant and the Town. This is not unlike what we've done recently with several similar development agreements where the deed restriction has a rental cap without having a maximum resale cap. It allows people more flexibility while still driving down the maximum resale price.
- Mr. Giller: Under the Architectural Compatibility section there may be a typo, the section mentions metal roofing as the primary material and asphalt shingle as the secondary material, but based on the drawings the metal roofing is the accent roofing shown on the trash enclosure and the asphalt shingle is shown on the main building. (Ms. Brackett: You are correct.)
- Ms. Propper: No questions.
- Mr. Smith: No questions.
- Ms. Gort: Where is the natural wood trim? I'm not able to easily find it on the drawings. The only place I could find it was on the ends, and I'd appreciate clarity in the next set of drawings. (Ms. Brackett: I will check on that, and happy to make that clear.)
- Mr. Guerra: In the Internal Circulation section there is also a typo, as the entrance is referred to as the northeast corner of the site instead of the northwest. On page C500 of the plans an infiltration system detail is shown that I was unable to find on the site plan and had to contact Engineering for clarification.
- Mr. Giller: It is on the site plan on page 55, it's the hashed area on the northwest side of the building. (Mr. Guerra: Thank you for the clarification.)

Graham Frank, BGV, Applicant:

Amelia did a great job tonight. Not a ton of presentation tonight, other than attempting to answer questions. Mark, to answer your question the deed restriction will run with the land so it will continue with each unit. We want to provide front of house management housing that people could potentially buy, as a stepping stone for people not just wanting to rent but to drop an anchor and live here. We tried to appoint the unit sizes to accommodate a family, before you hopefully make the move to a single family house. We felt that the deed restriction was robust enough that it would cover the rental for a third party person who qualified for trying to buy it and rent it to someone because the yield would be low, while also artificially lowering the sale price moving forward. For the wood trim, it's around the windows.

- Mr. Leas: Is the intention of the right of first refusal of the Town to keep the sale cap lower?
- Mr. Frank: The Town wouldn't maintain the price cap, the Town has the right of first refusal not first offer. So, the Town could step in on a free market offer and act upon that price. We will do a better job of denoting a trim around the windows. Overall, we feel the aesthetics are more robust than the Parcel 2 project that we brought before you previously, with more flexibility on the site and with it being located at the entrance to town.
- Mr. Leas: A few weeks ago you were here and when questioned about the front elevations of the building that you were proposing for the North Gold Run Lot, you told the Commission that you'd spoken to every box setting subcontractor available in Colorado and that none of them were willing or available to offset the modules on the project to create a more interesting front elevation. Tonight, you return with a project showing that you intend to create this project with that offset.
- Mr. Frank: You quoted me incorrectly. It's not that no one said they would do it, it's that no one has done it successfully. If you look at the front elevation, where you step into an overhang so you wouldn't be leaking into the box below and the rafter roof gives the ability to set the trusses and create an overhang that stops the water from running down the fascia and into those problems discussed with Parcel 2. That vertical surface, the straight line is what we were trying to follow from what we've learned. And all the balconies are bolted on so they wouldn't create an infiltration scenario.
- Mr. Leas: We were previously shown some concept drawings by BHH that showed a mountain modern design that was generally a more attractive design than what you're proposing, what happened to that design?
- Mr. Frank: That was a fee simple building that was designed for fee simple market rates in rental and sale, and was not designed for what was required by the development agreement. We designed to meet the requirements of the code and the development agreement.
- Mr. Giller: We clarified that the roofing is shingle and there's a note that there will be PV panels on the roof, do you have more information on that? I'm concerned about the architectural compatibility because sometimes PV can be shiny and stick out, or better chosen and located to blend with the shingles.
- Bill Campie (DTJ Design): We are still in the design build phase so we have not gotten that far yet but we are in that process and that is something we will be designing to do. We can follow up at the next hearing.
- Mr. Kulick: Similar to this building being required to meet the employee housing requirements for Parcel 4, the development agreement allows the applicants to offset on other properties in town. This building was one that was pegged as an option, as well as the Breck Inn to the north, to contain the offset for Parcel 4, so we are keeping that in mind in the design. It is something that they are required to do, so we'll be looking for illustrations with the solar on the roof.
- Ms. Propper: No questions.
- Mr. Smith: No questions.
- Ms. Gort: So the wood trim is around the windows? (Mr. Frank: Yes.) And are those kickers as well? (Mr. Frank: I believe up to the rafters, yes. We will get you that clarification for the next hearing.)
- Ms. Brackett: To clarify, the annexation agreement specifies window trim only.
- Mr. Frechter: For the trash enclosure location, the proposed location will require the truck to back up through two rows of cars, which may have problems during the summer with people leaving bike racks down. It may be better located in the northeast corner. It'll also mean everyone on the west elevation won't have to hear the backup signal early in the morning.

- Mr. Campie: That is a problem that we have been trying to navigate, we have tried several different locations around the site but in trying to navigate snow storage, utilities, and easements and this was the only area that worked well. The northeast corner has an access easement and utilities in that area.
- Mr. Frechter: With the potential for PV specifically, it would most likely be on the western eave. Have you thought about the snow load sliding off that with the pedestrian access and balconies below that?
- Mr. Campie: We are going to have to incorporate all the things you typically see to mitigate the snow from the roof. Currently, the design is about optimizing homes in our community in a way that's affordable. We've worked hard to combine all of that within the design. We're going to have to do snow fencing and things like that to accommodate the snow load.

The hearing was opened for public comment and there was no one who wished to comment.

Commissioner Comments:

- Mr. Frechter: I think it's making the best of a space and I'm glad Town Council allowed it to go to three stories. Architectural compatibility, yes. I agree with the stories and I think there's sufficient buffering. It's an open area right now so any additional buffering will be great. I agree with the point analysis and have no additional comments.
- Ms. Gort: I agree with the architectural compatibility and question number two. The landscaping seems sufficient. I agree with the preliminary point analysis and no additional comments.
- Mr. Smith: I also agree that it meets architectural compatibility, as well as the two story/three story provision. I think the fence is adequate for buffing. No further comments.
- Ms. Propper: I agree with architectural compatibility, north and south facades, the proposed buffering is sufficient. I agree with the preliminary point analysis and no additional comments.
- Mr. Giller: Architectural compatibility, yes. North and south façade heights, yes. Buffering, yes, with the caveat that we see the forthcoming fence. Additional comments, I do think the gable roof makes it more compatible with the Breckenridge vernacular.
- Mr. Leas: I'm frustrated. I don't like this design, and I'm frustrated with concessions made by Town Council. I would have liked to have a better product here but I understand you're making business decisions, which I respect. Consequently no, I don't agree that it's architecturally compatible. I agree with questions number 2, 3, and 4.
- Mr. Guerra: I also agree with question number 1, and the north and south facades meet the agreement. I agree with the proposed buffering and fencing also with the caveat that we see the fencing plan. I agree with the preliminary point analysis and no additional comments.

All commissioners agreed that the project is ready for final hearing.

OTHER MATTERS:

1. Town Council Summary
2. Class D Majors Q4 2024 (Memo Only)
3. Class C Subdivisions Q4 2024 (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 7:05 pm.

Ethan Guerra, Chair



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 02/03/2025 (for 02/11/2025)
Subject: Big Sky Employee Housing Unit Development Agreement (Second Reading)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input 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 and January 28th for first reading where the Council was supportive of moving forward with the Development Agreement. There have been no changes since the January 28th meeting.

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 gain a new employee housing unit in the downtown core.

Equity Lens

Staff has evaluated the project against the equity lens and finds the creation of new deed restricted employee housing, featuring a rent cap, is a significant opportunity for underrepresented individuals to reside in the core of Town in perpetuity, where there is currently very limited opportunity for all but the most affluent or well-connected community members to reside.

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 second 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.

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.

4
5 **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE**
6 **TOWN AND JENNIFER WRIGHT (“APPLICANT”).**
7

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

10
11 **Section 1. Findings.** The Town Council of the Town of Breckenridge finds and
12 determines as follows:
13

14 A. Applicant is under contract to purchase a condominium unit located at 160 E
15 Adams Ave., Big Sky Condominiums Unit 2, according to the Plat thereof recorded June 28,
16 2013 at Reception No. 1030335, Summit County, Colorado (“Property”).

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

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

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

30 E. The Town finds no new square footage is proposed to be constructed in the
31 Historic District to accomplish the change of use.
32

33 F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the
34 authority to enter into a Development Agreement. Further, there is no process in the Town’s
35 Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-
36 17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the
37 Town to another lot or parcel within the Town may be approved by the Town Council only in
38 connection with the approval of a Development Agreement and, therefore, a Development
39 Agreement provides a means for such an approval and transfer.

40 G. As the commitment encouraged to be made in connection with an application for
41 a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,
42 Applicant has proposed to record a Restrictive Covenant and Agreement on the Property
43 restricting the unit for employee housing and prohibiting short term rental in the form and
44 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.
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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:

EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

“**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: _____

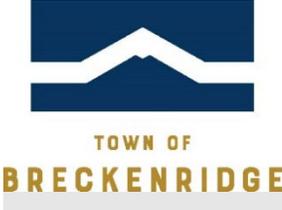
64
65 Shannon Haynes, Town Manager

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.



Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: 02/03/2025 (for 02/11/2025)
Subject: Lighting Code Modifications (Second 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 for a work session at the January 14th meeting and for first reading at the January 28th meeting. Council supported moving forward with the changes and the addition of a 6-month grace period, with additional outreach to the community.

Since first reading there has been one proposed change to the definition for 'retrofit fixtures' which would allow the Community Development Department to approve retrofit solutions that are not permanent. These changes are to allow for opaque shields which insert into a fixture to cover the light bulb. Staff has received approval from DarkSky International for this retrofit solution which we believe will be a great option for many property owners looking to retrofit their fixtures because they are easy to install and provide a low cost retrofit solution.



Staff Recommendation

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

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

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

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

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

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

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

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 nor approved
24 modification.

25 SEMI-OPAQUE LIGHT FIXTURE: An outdoor light fixture with walls that are comprised
26 of a nonopaque material such as frosted, colored glass, or a material such as mica which allows
27 for some light trespass to be emitted through the walls of the fixture, referred to as a "glow," but
28 such that the light source is not visible through the walls. ~~Within semi-opaque fixtures the bulb~~
29 ~~must be recessed so that no portion of the bulb would be visible if the nonopaque material was~~
30 ~~removed.~~ Semi-opaque is sometimes called "translucent." Clear glass is not considered semi-
31 opaque.
32

1 **Section 3.** That subsection of 9-12-8 entitled “Exemptions” be amended by deleting
2 the language stricken and adding the language underlined to read as follows:

3 A. Emergency Lighting:

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

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

9 B. Decorative Lighting: All decorative lighting shall:

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

12 2. Be allowed in trees.

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

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

15 a. The building roof eave line;

16 b. The building window and door trim;

17 c. Building columns; or

18 d. Railings.

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

22 46. Consist only of LED bulbs.

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

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

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

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

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

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

1 illumination is effectively contained within an overhanging architectural element and is a
2 maximum of one (1) fixture per feature of not more than eight hundred (800) emitted lumens.
3 Light fixtures in or attached to trees are not permitted as architectural accent lighting.
4

5 **Section 4.** That section 9-12-9 of the Town of Breckenridge Exterior Lighting Code
6 be amended by deleting the language stricken and adding the language underlined to read as
7 follows:

8 The following are prohibited within the town:

- 9 A. An unshielded fixture or lamp for outdoor lighting except as exempted in other
10 sections of this chapter;
- 11 B. A searchlight;
- 12 C. A laser light;
- 13 D. A semiopaque or transparent backlit canopy or awning; ~~and~~
- 14 E. Any lighting that does not comply with the requirements of this chapter; and
- 15 F. Light fixtures in or attached to trees except as exempted in other sections of this
16 chapter.

17
18 **Section 5.** That subsection of section 9-12-11 entitled "Lighting Standards" be
19 amended by deleting the language stricken and adding the language underlined to read as
20 follows:

21 A.

22 1. Fully Shielded: Only fully shielded, downcast, opaque fixtures are permitted
23 except as exempted in other sections of this chapter.

24 4. Bistro Lighting: Temporary bistro lighting is permitted at an exterior food and
25 beverage area designated by the site plan to provide light and ambiance in Lighting
26 Zones 1 and 2. Bistro lighting is allowed for residential properties up to 150 square feet
27 over a deck or patio in all zones. The term "temporary" as used in this section means
28 from May 1 through October 31 of the same year. At all other times bistro lighting is
29 unlawful. The following standards shall apply to temporary bistro lighting:

- 30 a. Be used only with "warm" color LED bulbs that do not exceed a
31 ~~temperature~~ CCT of two thousand eight hundred kelvins (2,800 K);
- 32 b. Be fully shielded and downcast;
- 33 c. For commercial uses all bistro lighting shall not be highly visible from
34 the right-of-way when located on a rooftop (e.g., rooftop deck screened on a

1 minimum of two (2) sides by wall, adjacent buildings, etc.), and must be set back
2 a minimum of 5 feet from the rooftop edge.

3 B. Lighting Standards for Lighting Zone 1 (LZ-1) (High Ambient Lighting Zone):

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

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

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

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

25 A. Standards for Specific Types:

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

2. Signage Illumination: All signage shall comply with chapter 15 of this title. Signage utilizing lighting shall have fixtures mounted to the top of the sign structure and aimed downward onto the sign from above. Fixtures shall be fully shielded so that light is directed only onto the sign face and not aimed at the sky, adjacent streets, roads or properties. Luminance shall not exceed ~~nine (9) foot-candles~~ or one hundred (100) nits (one hundred (100) candelas per square meter) during the first hour after sunset, and lighting must be fully extinguished one (1) hour after sunset or within one-half (1/2) hour of the end of normal business hours, whichever is later.

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

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

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

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

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

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

<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>

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

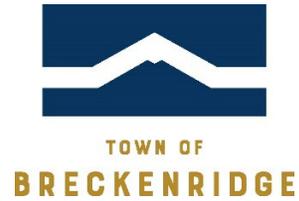
5 D. Injunctive Relief: In addition to other remedies available to the town, the town may
6 commence an action pursuant to section [1-8-10](#) of this Code or other applicable law to enjoin
7 the alleged violation of any provision of this chapter, or to authorize and compel the removal,
8 termination,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

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

11
12
13 **Section 9.** That subsection of section 9-15-18 entitled “Sign Design Standards –
14 Generally” be amended by deleting the language stricken and adding the language underlined
15 to read as follows:

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

19
20 **Section 10.** This ordinance shall be published and become effective as provided by
21 Section 5.9 of the Breckenridge Town Charter.



Memo

To: Town Council
From: Shannon Smith, Town Engineer
Date: 2/5/2025 (for 2/11/2025 work session)
Subject: Public Projects Update

Kingdom Park Ballfield Pavillion Improvements

The Ballfield Pavillion project looks to improve the space between the two artificial turf fields from the recreation path to the east to the parking lot to the west. The project scope includes demolishing the existing restroom and pavilion structure, re-grading the site to meet ADA requirements, constructing a new restroom and shade structure, installing batting cages, improving viewing and seating locations, and creating a safer vehicular entry to the parking lot.

Schedule: The design team is currently progressing the design to include feedback from Town Staff regrading operations, maintenance, and value engineering. A public outreach event is being developed and led by Recreation staff and is anticipated to be held in February. Asbestos testing for the existing bathroom and concession area is scheduled for mid-February. A contractor is anticipated to be selected in March and construction is anticipated to begin in June.

Budget: The 2025 CIP has a current budget placeholder of \$1,000,000 for the project. As discussed at previous work sessions, a budget increase is expected due to the need to demo and replace the existing restroom facility and the direction to move the shade structure into the first phase of the project. Cost estimating will be completed by the contractor for Council review and approval prior to awarding a construction contract.

Project Funding	
2024 CIP (design)	\$300,000
2025 CIP (construction)	\$1,000,000
TOTAL Funding	\$1,300,000

Broken Lance Culvert Bridge and Drainage Project

This large infrastructure project in the Warrior’s Mark neighborhood includes replacing aging culverts that pass the Blue River under Broken Lance Drive with a single-span concrete culvert bridge, replacing water mains, constructing a seepage diversion trench to divert groundwater from the road subgrade, storm sewer installation, bus stop improvements, and reconstruction of the roadway.

Schedule: The contractor, Schofield Excavation, is currently reviewing the project plan set to incorporate any needed changes, additions, or value-engineering deductions to the final construction documents. Once the construction cost estimate is updated to include the changes, a final unit-price contract will be awarded to the contractor in February.

Staff is developing online resources for residents and planning to host in-person meetings to share information about the project. Negotiations are ongoing with property owners where temporary and permanent easements are needed for the project.

Budget: The project includes funding from the Capital Fund and Water Utility Fund.

Project Funding	
Prior Years Budget Rollover	\$850,000
2025 CIP	\$6,650,000
2025 Water Fund CIP	\$3,916,000
TOTAL Funding	\$11,416,000

Asphalt and Concrete Repair Project

The asphalt and concrete repair project is an annual project that funds large roadway repairs, generally using a 2" mill and asphalt overlay or full-depth reconstruction when required, and concrete replacement including curb, gutter, sidewalks, and curb ramps. Proposed repair locations for the 2025 project include N. French Street between Park Avenue and Main Street, S. French Street between Washington Avenue and Jefferson Avenue, Washington Avenue, the Main Street/Park Avenue roundabout, Highwood Circle, Settlers Drive, Willow Lane, Red Feather Road and Tomahawk Lane. Concrete work will include damaged concrete adjacent to the asphalt repairs including upgrades to curb ramps to meet ADA standards, the sidewalk in front of La Cima Mall, and other locations as budget allows.

Schedule: The project is currently out to bid and the contract is anticipated to be awarded in February.

Budget: The project includes funding from the Capital Fund for the asphalt and concrete repairs, as well as funding reserved for upgrades to ROW infrastructure for ADA compliance.

Project Funding	
2025 CIP- Asphalt & Concrete	\$3,000,000
2025 CIP- ADA Compliance	\$300,000
TOTAL Funding	\$3,300,000

Blue River Pathways: Corridor Structure Design

The Riverwalk Corridor Structures Design Project includes a feasibility study and design of underpasses and bridges for key crossings of the recreation path in the downtown corridor. Per the master plan, the crossings being considered are Watson Avenue and Ski Hill Road, the Ice House bridge replacement, and an additional pedestrian bridge connecting the Gaymon Cabin to the rec path near the North Gondola Lot. Otak, Inc. has been selected as the design consultant and has recently begun that effort.

Budget:

Project Funding	
2024 CIP	\$675,000
MMOF CDOT Grant	\$675,000
TOTAL Funding	\$1,350,000

Blue River Pathways: Living Lab- Recreation Path Wayfinding

This 2025 CIP includes funding to implement low-cost wayfinding signage along the recreation path in the downtown corridor to influence users to utilize the proposed circulation pathways in the master plan. This approach follows the "living-lab" model to allow for future flexibility and changes when user patterns emerge prior to implementing more permanent wayfinding as a future project.

Budget:

Project Funding	
2025 CIP	\$150,000
TOTAL Funding	\$150,000



Memo

To: Town Council
From: Sustainability Staff + Building Staff
Date: 2/11/25
Subject: Sustainability Update

Materials Management

Plastics Enforcement

Staff is working with the Town Attorney to clarify the plastics pollution ordinance and make recommendations to changes to the penalty provision. In the meantime, staff continues outreach and auditing of businesses to target education and warnings.

Material Management Fee

All 154 MMF invoices have been sent out for 2025. Staff is tracking payments weekly and responding to questions from program users.

Town Clean Up Day

Town Clean Up Day is scheduled for Saturday, May 31st. PW Admin has updated Town and BTO calendars. The county-wide Household Hazardous Waste collection event will take place the same day at County Commons in Frisco. Information on what will be collected is forthcoming. Sustainability staff is working with Community Development and Communications to host a Dark Sky take-back table for non-compliant light fixtures. Council will be updated as details are made available.

SCRAP Pricing

The [Summit County Resource Allocation Park will be increasing tip fees](#) for the first time since 2010. The new fee structure will incentivize construction and demolition waste to be sorted for recycling with loose C+D tonnage being nearly double the sorted price. Organics continues to be lower than trash, incentivizing compost and food scrap diversion. It is likely that businesses and restaurants will see adjustments in pricing as haulers model the tip fees into service costs. The best cost mitigation will be realized through sorted diversion of any waste stream and decreasing trash bin sizes.

Climate Action

MT2030 Ad Hoc Committees

As the host community, we are responsible for helping stand up several committees in support of MT2030. Those committees include 1) fundraising, 2) program development, 3) attendance, and 4) operations. There will be monthly virtual calls to ensure project milestones are being met. Staff is reaching out to neighboring jurisdictions for their representatives. If any council member is interested in serving on a committee, please let staff know.

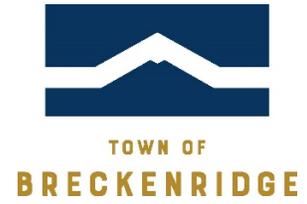
Energy

Ice Rink Solar Replacement

Staff has received a project quote for replacement of the solar PV at the ice rink. A project meeting will be scheduled in February to determine final scope, and the project will take place in the spring. The ice rink's solar system has had trouble with moisture causing ground faults and has not been operational since 2023. Replacing the system will allow for increased production efficiency, solve for the ground faults by replacing wiring, and increase total system size. As it stands today, this project will be eligible for the direct payment program under the Inflation Reduction Act. This project is budgeted for in 2025.

Building Energy Code

Staff has been working to complete the Scope of Work for the \$124,500 grant awarded by the Colorado Energy Office. This project will include technical support, code materials, facilitation of stakeholder engagement, a scholarship program for contractors, and a series of training workshops. The project is expected to wrap up by February 2026 with the scholarship program extended into 2026. Staff will host the first contractor workshop in March to kick-off the code update process.



Memo

To: Town Council

From: Duke Barlow, Open Space & Trails Manager

Date: 2/5/2025 (for 2/11/2025)

Subject: Open Space & Trails Update

Enclosed please find the draft BOSAC meeting minutes from their joint meeting with the Summit County Open Space Advisory Council (OSAC) on January 27, 2025. Staff will be present to answer any questions.

I) CALL TO ORDER

Nikki LaRochelle called the January 27th, 2025, regular meeting of BOSAC to order at 5:33 pm. Other members of BOSAC present included David Rossi, Krysten Joyce, Matt Powers, Bobbie Zanca, Chris Tennial, and Town Council liaison Jay Beckerman. Members of OSAC present included Laura Rossetter, Paul Semmer, John Uban, Jerod Swanson, Greg Guevara, and Jeff Zimmerman. Staff members present included Julia Puester, Tony Overlock, Duke Barlow, Joel Dukes, and Alex Stach. Katherine King, Allison Morton, and Jordan Mead from Summit County Open Space & Trails were present. Adam Bianchi and Samuel Massman from the United States Forest Service (USFS) were present. Members of the public included: Preston Cooper, Turk Montepare, and Bob Nothnagel.

II) APPROVAL OF MINUTES

A) BOSAC REGULAR MEETING – December 16th, 2024
The minutes were approved as presented.

III) PUBLIC COMMENTS

N/A

IV) OPEN SPACE DISCUSSION

Signage Workplan

Mr. Bosio presented the Final Design Draft for the Breckenridge Open Space & Trails Signage Workplan to the commissions, focusing on comments and feedback from staff and the Summit County community that have helped direct the current iteration of their draft plan – including general signage content, etiquette messaging, physical maintenance, and general wayfinding suggestions. Mr. Bosio also shared ideas on creative identifiers (using examples of how they would be incorporated into a hypothetical “downtown loop”) and how to utilize new technologies at kiosks/trailheads. Mr. Bosio then shared MERJE’s initial three design options and spoke on how their final design offering includes pieces of each initial design. Mr. Bosio shared a number of designs for potential trail signage panels, including examples with and without maps and how they would interact based on trail/trailhead type. Next, Mr. Bosio shared the specific sign types based on management zones, focusing on the numerous sign/kiosk types and their specifications. Mr. Bosio also shared how regulatory signs would work in the new Signage Workplan, while also highlighting how we could reconfigure existing kiosks by adding panels. Trail directionals were also an important part of Mr. Bosio’s presentation, explaining how directionals should be installed based on the trail situation/layout, using renderings and scenarios of the proposed new signs in real locations around Breckenridge.

Feedback was generally positive, with many participants expressing gratitude for MERJE’s work and the incorporation of a large amount of feedback into their Final Design Draft. Ms. LaRochelle asked about the general feasibility of how staff would implement the Signage Workplan. OST Staff replied that this project will be a big effort, but preliminary plans are in place for a “pilot area” using the Illinois Creek trail system to test different sign types and

kiosks. Mr. Semmer mentioned it felt a little bit too urban for the Summit County community and that levels of management didn't make sense (backcountry doesn't need that level of signage). Mr. Uban asked how will the Signage Workplan integrate with the existing systems of signage (USFS, neighborhoods, etc..). Mr. Bosio replied that often when signage systems overlap or transition from one to another, land managers may make a "handshake agreement" for the systems to integrate. Mr. Zimmerman felt that some of the colorations may be too bright/obvious, but enjoyed the distinct differences between trailhead kiosks and "on the trail" signage and the flexibility of kiosk panels for messaging. Mr. Zimmerman also had a question regarding the actual materials that would be used for fabrication. Mr. Bosio and Mr. Overlock replied that the current wooden "portal posts" last up to 15 years and that the signs/panels themselves could be made with a variety of materials. Mr. Bosio reiterated that it'll be up to OST staff to decide from a cost and maintenance standpoint where they want to go when it comes to materials.

There were a number of comments from OSAC and BOSAC discussing the feasibility of physically implementing the signs and considering the cost and practicality of replacing existing posts with larger ones. MERJE did receive positive feedback on the content and design, but concerns were raised about the color scheme and the potential for vandalism. OST staff, BOSAC, and members of OSAC additionally discussed the possibility of integrating the signage with the Forest Service's system and the potential for a pilot program.

Ms. Joyce was curious as to what kind of criteria determine the location of a kiosk and also mentioned this was a good opportunity to take another look at establishing Town-sponsored loops for hikers and bikers. Mr. Bosio replied that all sign types are part of the overall "toolbox" and reminded everyone that "doing nothing is an option as well. As you roll out the implementation you can decide what to use."

BOSAC agreed with a number of points made by OSAC members, including the importance of fitting the signage to the natural surroundings and the need for consistent, direct language on etiquette. Council and commission members also discussed the potential for a test area to trial different signage options before full implementation. A number of participants from the group expressed concerns about the potential for too much signage, which could detract from the adventure and exploration aspects of the trails. They also discussed the possibility of incorporating a landmark orientation device and semi-permanent loop signage. The team agreed to continue refining their approach and to work closely with staff to ensure alignment with user needs and preferences.

Mr. Powers suggested "knocking back levels of management", eg making the inventory of signs in the "midcountry" the level of signage needed in the frontcountry. Mr. Powers also suggested that we use dotted lines to display trails on the kiosks/mini-kiosks to differentiate from roads.

Mr. Rossi spoke briefly on trail difficulty determinations and who decides the level of difficulty. Mr. Rossi also would like to see elevation profiles included in the designs on certain trails and felt that the technology piece/QR codes are important and additional research should be done to see how those could be best implemented. Mr. Tennal and Mrs. Zanca spoke on simplicity, both feeling that "less is more" and that messaging should focus

on wayfinding and etiquette. Mr. Beckerman encouraged taking advantage of our already installed 6x6 posts but understood the need for 8x8 posts in certain locations.

The working group recommends scaling back color usage and information density by about 30%, especially moving away from trailheads. There was debate about the blue cap design element, with some liking its visibility while others worried it could be confused with blue difficulty designations. Overall, BOSAC and OSAC participants emphasized the importance of clear directional information at trail intersections and discussed the potential for incorporating QR codes and designated loop trails. They also considered how to present trail difficulty information effectively and how to balance the needs of locals versus visitors in the signage system.

CHCDNMD

Ms. King provided a brief overview of the type of feedback wanted and the current status of the overall CHCDNM project. Mr. Mead presented the CHCDNM Access Planning presentation, providing a number of updates incorporated since the initial plan development, with revisions from BOSAC, OSAC, and other partners. Mr. Mead briefly introduced the location, scope of the project, and a number of objectives identified by the working group; highlighting specifically that appropriate levels of amenities are sized for the level of visitation and to coordinate with the number of land managers involved in this process. Mr. Mead highlighted specific updates at each of the trailheads involved in this process, including more parking at Quandary, assessing spur roads for closure along Blue Lakes Road, formalizing parking near the McCullough Gulch TH, and dedicating spots for overnight hut users/backpackers at Spruce Creek.

Mr. Mead then presented the Management Framework Draft, focusing on guiding principles and management scenarios. The twelve principles highlighted by Mr. Mead focused on adaptive management, collaborative decision-making, the USFS role, and the Town/County spearheading the shuttle and parking reservation systems. Another key principle is to create a system that is self-sustaining with user fees covering the costs of amenities and management. Mr. Mead spoke on a number of management scenarios and provided examples of locations throughout Colorado of how these scenarios work and the various pros and cons. First, Mr. Mead gave an example of a Federal Lands Recreation Area (FLREA), Vail Pass. Second, Mr. Mead presented a concessionaire example. Lastly, he cited local ski resorts and the Frisco Peninsular Recreation Area of examples of Special Use Permits (SUP). A downside to SUP's is the potential increase in County open space staffing needs Volpe's Recommendation is for SCOS to manage trailheads in the study area through SUP's in the short-term, while stakeholders collectively pursue transferring management to the USFS through an FLREA in the long-term.

Mr. Mead presented a table on the staffing needs required for a SUP at CHCDNM, as well as highlighting a number of potential funding sources (USDOT and local organizations). Mr. Mead presented the "next steps," which show a number of steps still to be taken to develop the Access Plan and Management Framework with the intention of beginning a NEPA process early Summer 2025.

Ms. Zanca had a question regarding the feasibility of advancing this project through the NEPA process in light of recent cutbacks and financial constraints. The USFS representatives (Mr. Bianchi and Mr. Massman) replied that Ms. Zanca was correct in mentioning the NEPA limitations and that the USFS has more demand than capacity at the moment, but that the organization does have a “Forest Priority List” and that this project is near the top of said list. Mr. Bianchi echoed the statement stating “we are past the point of ‘build it and they will come’, particularly in these high-use areas” and that the USFS believes it can handle this NEPA process and the current engagement being conducted in this room is part of the NEPA process. Ms. King added that the “NEPA process is extensive. This will give them (USFS) the option to look at a wide array of solutions... to look at the lowest-tech/easiest to implement (parking delineation, wayfinding, shuttle option, paid parking) options during NEPA and will prevent the working group from having to start from square one.”

Mr. Powers asked the USFS representatives if they could provide a similar example to the Spruce Creek TH management situation, specifically wondering if they’ve managed a trailhead of this size that also has a busy neighborhood in close proximity. Mr. Massman replied that at Hanging Lake and Maroon Bells, the USFS conducted a capacity study to determine the appropriate levels of recreational use, and it can be “a bit of a balancing act.” Massman continued, “we will need to come up with multiple capacities and see how those scenarios work... Study peak days and the balance between an appropriate level of cars. How many boots can the trail handle?”

Ms. Zanca was curious if the NEPA process could approve some parts of a proposal but also reject specific parts. Mr. Bianchi replied yes, during the public process, the NEPA analysis can suggest new alternatives, reasons not to do something, etc. Ms. LaRochelle pointed out that trail maintenance still wasn’t emphasized in the Access Plan and needed to be, noting that Spruce Creek and McCullough Gulch trails are in terrible shape. Ms. King noted that this was valuable feedback and would be incorporated into an updated Access Plan draft.

Mr. Massman replied “We have to pair these things together. We’d have to harden the trails after implementing these actions, particularly focusing on hardening the most visited destinations” while also stating that the focus of the Access Plan is more on amenities and trailhead improvements. Mr. Bianchi also chimed in, stating that funding changes from year to year. “No one wants to pay for the NEPA planning. Once the plan is good it’s much easier to find funding for implementation. A Special Use Permit could lead to revenue for trail maintenance, which is the ultimate goal.”

Mr. Barlow asked the group about a proposed next step, suggesting filtering the Access Plan through the Town of Breckenridge’s Open Space & Trails Master Plan at the February BOSAC meeting. BOSAC supported this approach.

V) OTHER MATTERS RELATED TO OPEN SPACE

Ms. Rossetter spoke briefly on the futures of both Open Space & Trails program and thanked OSAC for the opportunity to serve on the council.

VI) STAFF SUMMARY

- Breckebeiner**
- Forest Health Update**
- Grant Request Update**
- Breckenridge History**

Ms. Zanca had a question regarding the land ownership around the Preston cabins. Ms. King replied that there is a patchwork of various land ownership in this area and Mr. Overlock replied that it's just a portion of the cabin that overhangs onto public land. Mr. Semmer was wondering if it's on USFS land and that staff should verify that it is not. Staff replied that they would relay these comments to Breckenridge History and provide answers to BOSAC.

- Hoosier Pass Plowing**
- 119 Bonanza Trail Easement**

Mr. Semmer had a question regarding land ownership and easements on the Blue River Trail. Mr. Semmer stated that the Blue River trail crosses four parcels of private land and wondered if constructing a bridge in this location would invite trespassers. Mr. Barlow replied staff would be respectful of the timing and access regarding the bridge installation.

- Little Daisy**
- McCain Open Space Design and Management Plan RFP**

VII) COUNCIL MATTERS RELATED TO OPEN SPACE

N/A

VIII) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Ms. LaRochelle, and Ms. Zanca seconded it. The January 27th, 2025 regular meeting of BOSAC ended at 8:17 pm.

The next regular meeting of BOSAC is scheduled for February 17th, 2025.

Nikki LaRochelle, Chair



Memo

To: Town Council
From: Helen Cospolich, Director of Municipal Services and Engagement
Date: 2/6/2025 (for 2/11/2025 worksession)
Subject: Committee Reports

Town Council Goals (Check all that apply)

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

Summary

The attached Committee Reports serve as general updates for the Council's reference. The following committees are included for this meeting:

Summit Stage Advisory Board – Matt Hulseley

Background

Committee Reports are included as required by each committee.

Public outreach/engagement

Public outreach is conducted as needed by each committee.

Financial Implications

Financial implications, if applicable, are included in each committee report.

Equity Lens

The Equity Lens is applied to all Town-run committees.

Staff Recommendation

No action is required by Council. This is informational only.

Summit Stage
January 29th, 2025
Transit Board Meeting

Notes from current meeting:

- Grant status for the building of the Stage’s Electric Bus Facility was discussed. While the grant is still funded and work that has been completed has been paid and reimbursed, there is concern that funding may not continue to be available. Stage leadership will take a cautious approach moving forward to not over-commit finances as the project progresses.
- Microtransit- In the final stages of recommending where the initial pilot is launched and the multi-lingual marketing that will be included prior to launch. Estimated launch date is still unknown.

Operations Update and Ridership:

- 65 drivers are needed for winter service, with 62 currently hired and recruiting continuing.
- Will move to Summer Service on April 20th.
- New Gillig Battery Electric Buses are performing well. Much better than the Proterra/Phoenix buses.
- Ridership changes by Route September 2023 vs. September 2024:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	7.8%
Frisco - Silverthorne	-5.6%
Copper - Frisco	-28.8%
Keystone/Dillon/Silverthorne	3.8%
SMF Breck - Keystone	31.4%
SMF Keystone - ABasin	N/A
Boreas Pass Loop	28.0%
Free Ride Purple Contract	4.2%
Silverthorne Loop	11.7%
Wilderness Loop	-9.3%
Blue River Commuter	-73.9%
Lake County Commuter	-14.1%
Park County Commuter	31.9%
Total	-0.8%



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SUMMIT COUNTY TRANSIT BOARD MONTHLY MEETING

Wednesday, December 11, 2024, 8:15 a.m.

SUMMARY MINUTES

I. CALL TO ORDER

The monthly meeting of the Summit County Transit Board on Wednesday, December 11, 2024, was called to order by Chris Lubbers, Transit Director at 8:15 a.m.

II. ROLL CALL

Board Members present and answered to the roll call were:

- Matt Hulsey (remotely) Chair – Town of Breckenridge
- Becky Bowers - Upper Blue Basin (At Large Member)
- Tony Camarata (remotely) – Arapahoe Basin Ski Resort
- Tom Daugherty – Town of Silverthorne
- John DeBee (remotely) – Town of Blue River
- Katrina Doerfler - Lower Blue Basin (At Large Member)
- Tyler Fielder – Breckenridge Ski Resort
- Kyle Hendricks – Town of Dillon
- Brayden Hicks – Keystone Ski Resort
- Lindsay Hirsh– Town of Keystone
- Susan Juergensmeier– Snake River Basin (At Large)
- Carol Kerr– Town of Keystone
- Eric Mamula – Summit County
- Chris McGinnis – Town of Frisco

Guests present: Miriam Garcia, Mountain Dreamers, Summit Cove; Sebastian Lora and Emily Yates, (remotely) Via Transportation.

Staff present: Chris Lubbers, Transit Director; Donald Overbeek, Shift Supervisor; Ann Findley, Planner and Vivian Pershing, Admin.

III. APPROVAL OF MINUTES AND AGENDA

The minutes from the October 30, 2024 Summit County Transit Board monthly meeting and December 11, 2024 meeting agenda were reviewed. Kyle Hendricks moved to approve the minutes and agenda, second by Tom Daugherty. Motions carried.

IV. RECOGNITION OF GUESTS AND PUBLIC COMMENTS

Guests were recognized and welcomed.

V. MONTHLY UPDATE ITEMS

A. Financial Report

Chris Lubbers discussed the Transit Financial Summary and Budget Report in detail, regarding current revenue, labor, administration/office, capital and fleet replacement, operation and maintenance, safety, training and recognition along with beginning and ending fund balances. A budget statement of current

and previous year operating revenue and expenses for expended year-to-date to November 30, 2024, Sales Tax Analysis since August and available budget percentages were given. Financial Report was approved.

B. Operations and Maintenance Reports

Donald Overbeek discussed the Transit Operations Summary in detail, focusing on bus operator staffing, training, recruiting efforts, and safety metrics. November fixed-route passenger counts, and ridership changes by route indicated a 0.7% increase, primarily in Copper Mountain, Lake and Park County Commuters and Breckenridge/Boreas Pass Loop and Frisco routes. Guests per hour were 16-29 for Town-to-Town routes, 12 average for Town-to-Resort routes, 8-12 for Residential routes and 8.4 average for Commuter routes. Mountain Mobility/Para Transit guests have increased 9.7%. Maintenance technician staffing, work orders, bus and para transit availability, in and out of contract availability percentages, warranty issues, road calls, costs, preventative maintenance, bus performance (bus mileage and age), parts availability and budget impact were reviewed. The Operations and Maintenance Reports were approved unanimously by the board present.

C. Planning Update

Ann Findley reported on progress of plans with a micro transit app, name and community zones. Sebastian Lora and Emily Yates of Via, the micro transit operator, mentioned turnkey details regarding implementation, software, driver training, fleet management and micro transit benefits of increased ridership.

D. Agenda Items

Mr. Lubbers tabled for next meeting on the discussion of Board advocacy and representation of underserved, transit-dependent neighborhoods, as well as progress being made on an RTA establishment for the Nov. 2026 election with the scope bringing growth in ridership and a broader view of resources for Summit County to include roads, bridges and improvement districts.

VI. ADJOURNMENT

The meeting was adjourned at 9:50 a.m.



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AGENDA

Summit County Transit Board Meeting

8:15am Wednesday, January 29th, 2025

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

Breakfast Items Provided

I. Welcome and Introductions

II. Approval of Minutes

Motion ___ 2nd ___ Approved ___ Rejected ___

III. Agenda Changes

Motion ___ 2nd ___ Approved ___ Rejected ___

IV. Recognition of Guests and Public Comment

V. Monthly Update Items

- a. Financial Report and Sales Tax Information (Chris Lubbers) 5 minutes
- b. Operations Report (Alex Soto) 5 minutes

VI. Agenda Items

- a. Planning Update and Microtransit Discussion (Ann Findley) 35 minutes

VII. Adjournment

Motion ___ 2nd ___ Approved ___ Rejected ___

Summit Stage Operations Report January 29, 2025, Transit Board Meeting

Operations Summary

- ❖ We hired and trained 26 Drivers in 2024. However, we processed over 70 new applications.
- ❖ We have 3 operators currently in training
- ❖ We have 1 perspective operator attending the January 29th NEO
- ❖ We have 5 perspective operators attending the February 12th NEO
- ❖ We currently have 62 drivers to cover 65 full time shifts
- ❖ We have 1 operator currently on FMLA
- ❖ We currently have from 2 to 5 open shifts per day
 - That is 14-35 open shifts per week covered by overtime
 - Last week (Jan19-Jan25) there were 25 open shifts
 - Currently averaging 25 open shifts per week
- ❖ We are using the new Electric Gilligs, and they have surpassed the yearly mileage of the Proterra buses in less than 3 Months

SHOP REPORT

- ❖ Kevin currently is staffed with 9 mechanics
 - 1 Mechanic short
- ❖ 100% of PMs were completed in December
- ❖ All bus contract availability 85%; targeting 85% to 90% according to contract

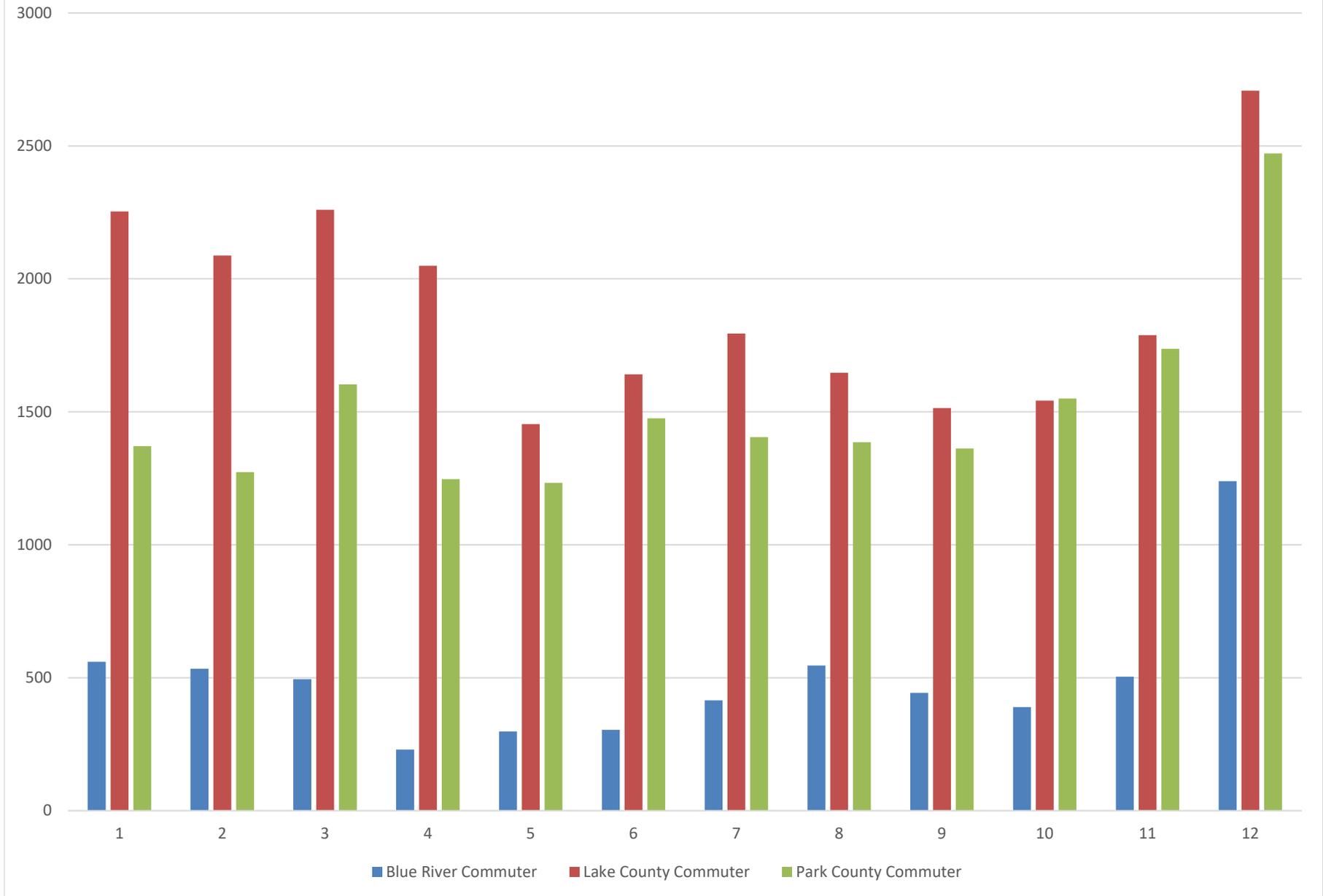
Summit Stage Ridership

Fixed Routes

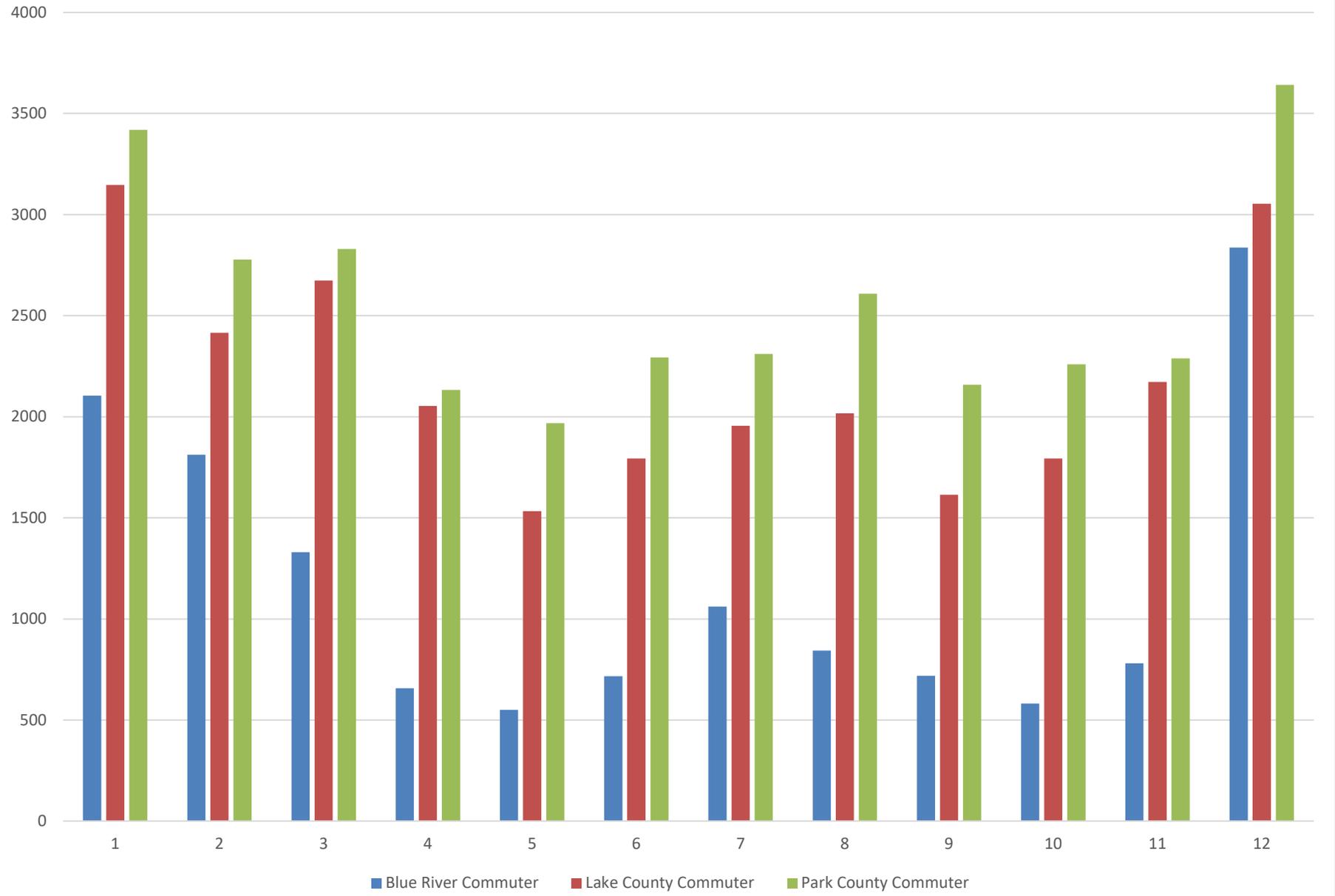
	December 2023 and 2024 Compared						% change 2023 to 2024	December 2023 and 2024 Y-T-D					
	2023			2024				2023			2024		
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour		Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour
Town-To-Town Routes:			T-T std. = 22			T-T std. = 22				T-T std. = 22			T-T std. = 22
Breckenridge-Frisco	25,232	808.6	31.2	27,211	1240.0	21.9	7.8%	273,582	9,278.7	29.5	269,235	13,095.3	20.6
Frisco-Silverthorne	18,912	496.0	38.1	17,857	503.8	35.4	-5.6%	210,297	5,679.0	37.0	203,202	5,920.0	34.3
Swan Mtn. Express	562	36.2	n/a	0	0.0	n/a	n/a	645	50.2	12.8	3,144	133.0	n/a
T-T Subtotal	44,706	1340.8	33.3	45,068	1743.8	25.8		484,524	15,007.9	32.3	475,581	19,148.3	24.8
Town-To-Resort Routes:			T-R std. = 22			T-R std. = 22				T-R std. = 22			T-R std. = 22
Copper Mountain-Frisco	16,682	715.5	23.3	11,884	945.5	12.6	-28.8%	132,046	6,620.5	19.9	131,046	10,245.0	12.8
Keystone/Dillon/Silverthorne	29,194	850.3	34.3	30,317	1625.3	18.7	3.8%	344,981	9,178.8	37.6	323,832	16,414.2	19.7
SMF: Breck-Key	3,731	439.2	8.5	4,902	715.6	6.9	31.4%	25,402	2,681.8	9.5	23,892	2,773.2	8.6
SMF:Key-ABasin	984	198.9	4.9	0	0.0	#DIV/0!	-100.0%	10,014	1,129.3	8.9	7,093	782.2	9.1
SMF Total	4,715	638.1	7.4	4,902	715.6	6.9	4.0%	35,416	3,811	9.3	30,985	3,555	8.7
T-R Subtotal	50,591	2203.9	23.0	47,103	3286.4	14.3		512,443	19,610.4	26.1	485,863	30,214.6	16.1
Residential Routes:			Res std. = 14			Res std. = 14				Res std. = 14			Res std. = 14
Boreas Pass Loop	9,942	392.7	25.3	12,729	599.3	21.2	28.0%	89,218	4,324.6	20.6	97,798	6,335.8	15.4
Purple (Free Ride contract)	8,781	542.5	16.2	9,154	542.5	16.9	4.2%	107,738	6,405.0	16.8	66,779	6,400.0	10.4
Silverthorne Loop	6,252	303.2	20.6	6,986	489.2	14.3	11.7%	63,154	3,408.8	18.5	76,521	5,109.6	15.0
Wilderness Loop	6,927	294.5	23.5	6,280	480.5	13.1	-9.3%	80,894	3,467.5	23.3	83,150	5,007.0	16.6
Res Subtotal	31,902	1532.9	20.8	35,149	2111.5	16.6		341,004	17,606	6051.5	324,248	22,852.4	14.2
Commuter Routes:			Com std. = 10			Com std. = 10							Com std. = 10
Blue River Commuter	2,659	67.2	39.6	694	26.9	25.8	-73.9%	13,815	937.2	14.7	14,672	734.7	20.0
Lake County Commuter	3,054	390.6	7.8	2,624	390.6	6.7	-14.1%	26,221	3,658.2	7.2	30,962	4,611.6	6.7
Park County Commuter	3,642	254.2	14.3	4,804	254.2	18.9	31.9%	30,686	1,853.3	16.6	34,157	3,001.2	11.4
Com Subtotal	9,355	712.0	13.1	8,122	671.7	12.1		70,722	6,448.7	11.0	79,791	8,347.5	9.6
Misc. Fixed Route Subtotal	48	0.0	n/a	0	0.0	n/a		97	0.0	n/a	1,032	0.0	n/a
FIXED ROUTE TOTALS	136,602	5,790	23.6	135,442	7813.4	17.3	-0.8%	1,408,790	58,672.9	24.0	1,366,515	80,562.8	17.0
Mountain Mobility/Para Transit													
	December 2023 and 2024 Compared							December 2023 and 2024 Y-T-D					
	2023			2024				2023			2024		
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour		Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour
PARATRANSIT TOTALS	353	349.2	1.0	559	460.3	1.2	58.4%	5,252	4,792.8	1.1	5,946	5,335.6	1.1
GRAND TOTAL	136,955	6,138.8	22.3	136,001	8,273.7	16.4		1,414,042	63,465.7	22.3	1,372,461	85,898.4	16.0

CDOT Quarterly Report Data	Fixed Route	127,320	7141.7	Switched to using Transloc for ridership on 11/17/24.
	Commuter	8,122	671.7	SMF & SMX are not separated on tablets yet; ridership #s are combined here.

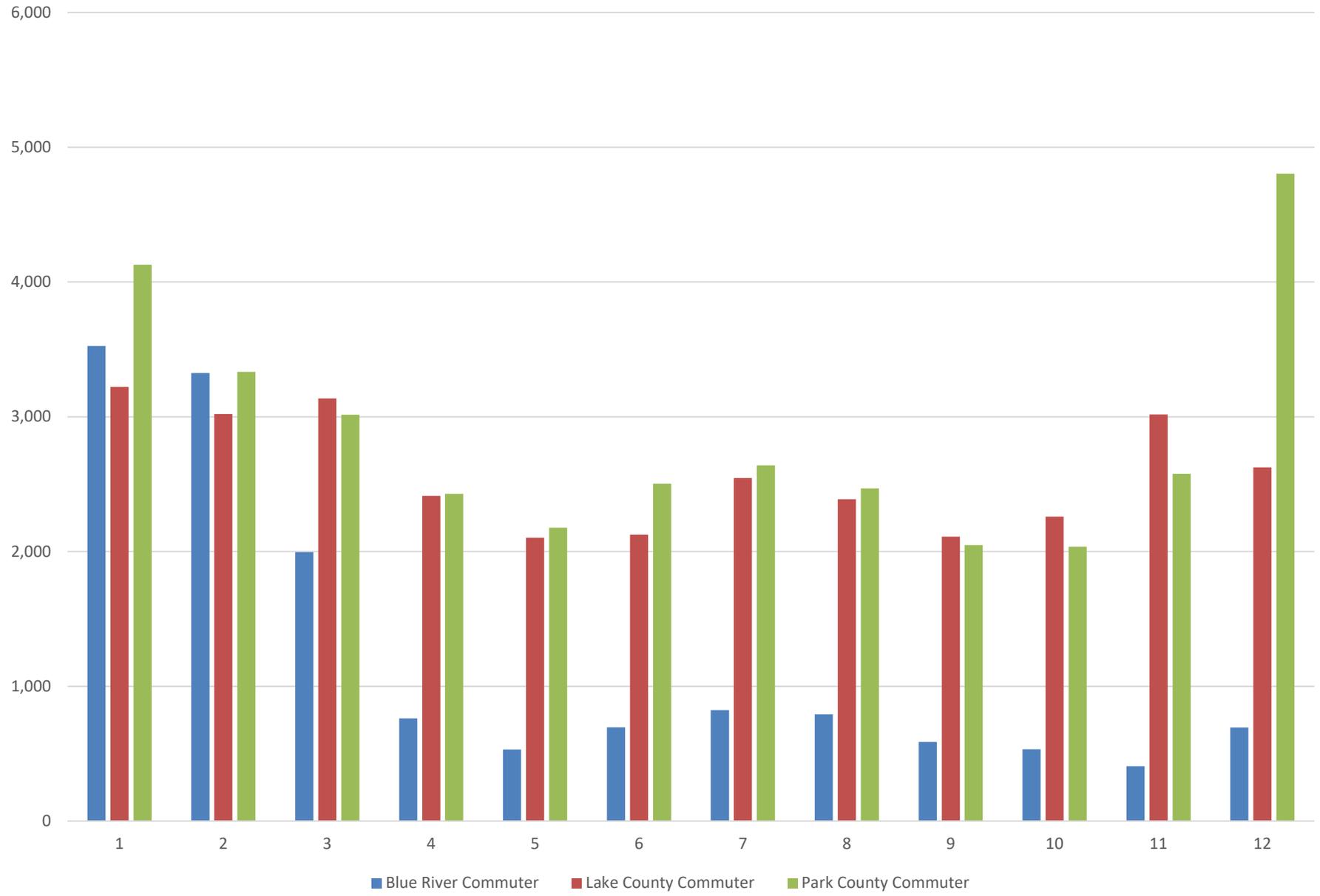
Lake County, Blue River & Park County 2022



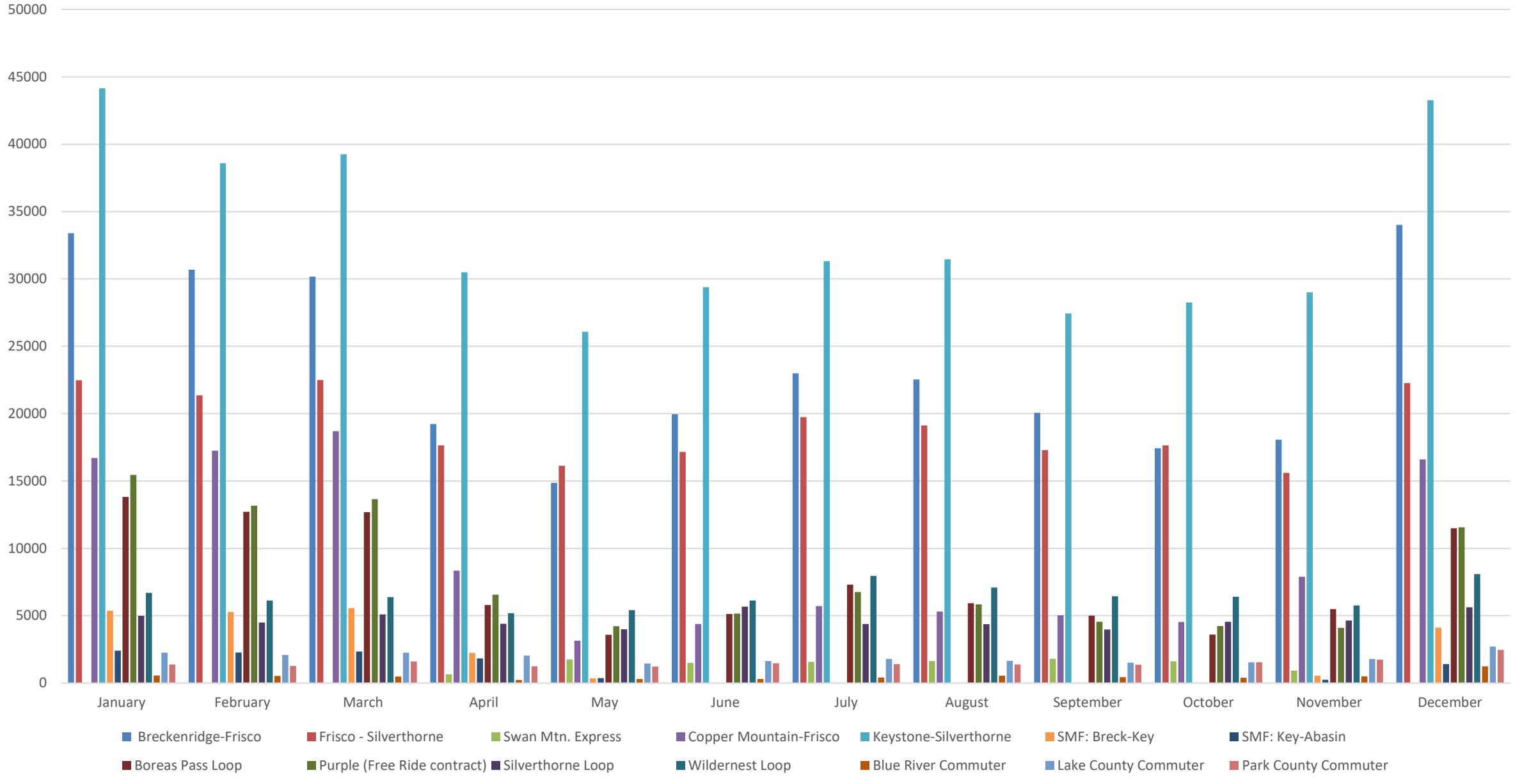
Lake County, Blue River & Park County 2023



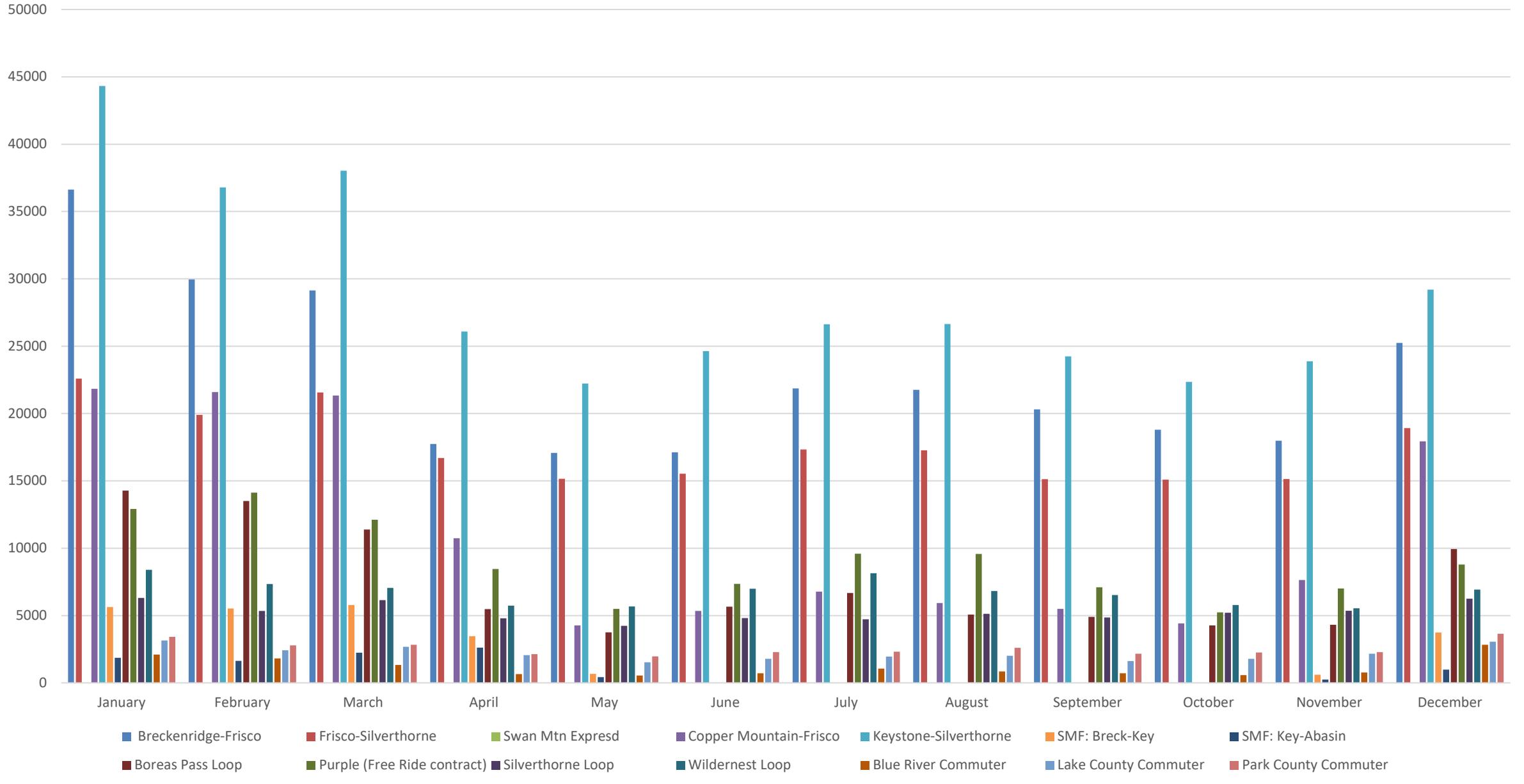
Lake County, Blue River & Park County 2024



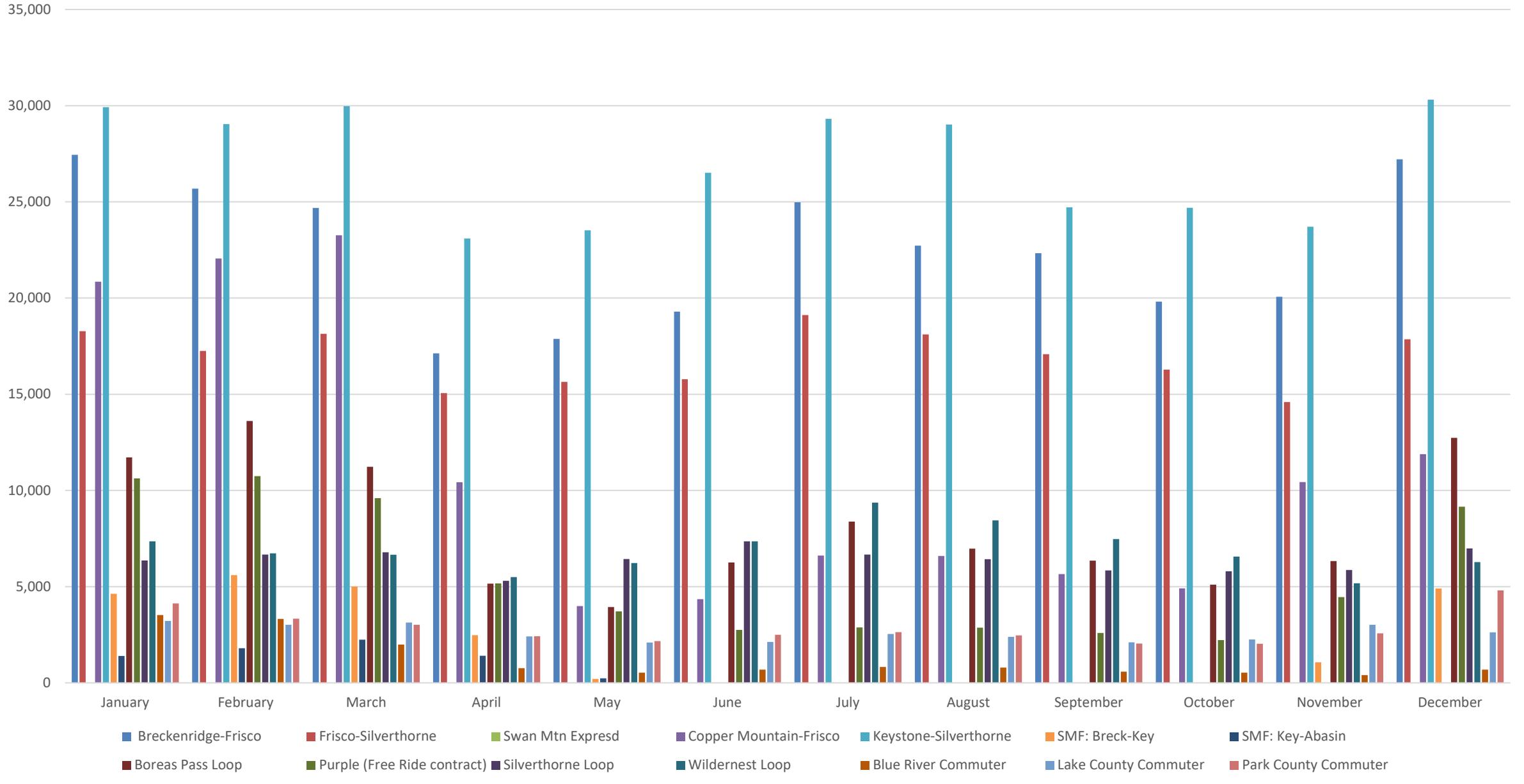
Monthly Comparison 2022



Monthly Comparison 2023



Monthly Comparison 2024



SALES TAX REPORT - November 2024

Good afternoon all, we are pleased to release the sales tax data for November 2024.

The County's November sales tax collections for the month were down 30.9% compared to 2023, and year to date collections are down 23.6% compared to 2023. Including Keystone, November sales tax collections were down 4.8% and year to date collections are down 1.4% compared to 2023. A reminder that Town of Keystone's collections are no longer included in some of our reporting detail as of July 1st, 2024. Finance's expectations were a reduction of approximately 1/3 in sales tax in 2024 from the loss of Keystone. With this in mind, negative swings greater than 33% are unfavorable, while negative swings less than 33% are favorable.

Mass transit collections are not subject to the same passthrough agreement and all collections within the county are fully retained. Mass transit tax collections for the month were flat compared to 2023, with year to date 2024 collections down slightly compared to 2023.

2024 had solid growth during the Spring months, but was followed by Summer and Fall months that have remained flat or below 2023 collections resulting in year to date collections being slightly below 2023. We only have one remaining reporting period for sales and lodging tax for 2024. December is one of the most impactful months of the year and could determine if the county remains flat for 2024, or slightly up or down for the year.

A few highlights:

Sales Tax

- Sales tax collections for the month of \$526,982 are 30.9% less than November 2023.
- Construction sales tax collections of \$20,428 are 70.1% less than November 2023.
- Short term rental sales tax collections of \$185,029 account for about 1/3 of the total and are 30.5% less than November 2023.

Mass Transit Tax

- Mass transit tax collections for the month of \$1,271,353 are flat compared to November 2023.
- Construction mass transit tax collections of \$117,617 are 45.7% ahead of November 2023.
- Short term rental mass transit taxes of \$273,846 account for about 1/5 of the total are 1.0% less than November 2023.

Out of State (Online)

- Sales taxes from out of state vendors amounted to \$51,835 for the month, down 33.8% from November 2023.
- Mass transit taxes from out of state vendors were \$100,693 for the month, up 8.8% from November 2023.

Annual and December 2024 sales tax and Quarter 4 lodging tax results will be released in February.

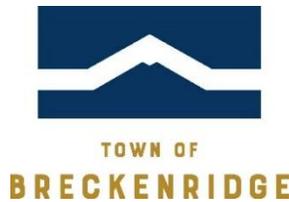
Please find the detailed sales tax tables at the following link:

<https://1drv.ms/x/c/f3d595754ca1995f/ESaAl8-kpwZFnAz1n9S6cv0BTs7MHugvRQGTc99zoPBiwA?e=2NcbBE>

Current Year (2024)

Previous Year (2023)

ACCOUNT DESCRIPTION	ORIGINAL BUDGET	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	ORIGINAL BUDGET	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
MASS TRANSIT TAX	(19,300,000)	(19,300,000)	(17,018,932)	(2,281,068)	88%	(19,300,000)	(19,300,000)	(19,233,570)	(66,430)	100%
TREASURER'S FEES	175,000	175,000	164,850	10,150	94%	175,000	175,000	79,362	95,638	45%
TRANSP SVC REV - LAKE	(270,000)	(270,000)	(71,734)	(198,266)	27%	(55,000)	(55,000)	(136,929)	81,929	249%
TRANSP SVC REV-PARK	(100,000)	(100,000)	(100,000)	-	100%	-	-	-	-	-
GRANT REVENUE	(38,315,993)	(38,315,993)	(2,002,653)	(36,313,340)	5%	(36,461,056)	(36,461,056)	(1,127,313)	(35,333,743)	3%
ADVERTISING FEES	(100,000)	(100,000)	(212,670)	112,670	213%	(100,000)	(100,000)	(128,507)	28,507	129%
FARE REVENUE-LAKE	-	-	-	-	-	-	-	-	-	-
FARE REVENUE-PARK	-	-	-	-	-	-	-	-	-	-
SALE OF ASSETS	-	-	(3,612)	3,612	-	-	-	(1,655)	1,655	-
MISC REVENUE	-	-	-	-	-	-	-	(2,200)	2,200	-
RENTAL INCOME	(21,303)	(21,303)	-	(21,303)	0%	(21,303)	(21,303)	-	(21,303)	0%
INTEREST REVENUE	(300,000)	(300,000)	(1,025,683)	725,683	342%	(40,000)	(40,000)	(775,846)	735,846	1940%
Revenue Total	(58,232,296)	(58,232,296)	(20,270,434)	(37,961,862)	35%	(55,802,359)	(55,802,359)	(21,326,658)	(34,475,701)	38%
SALARY REGULAR	5,761,571	6,621,571	6,632,609	(11,038)	100%	5,299,508	5,299,508	5,727,685	(428,177)	108%
SALARY TEMPORARY	50,000	75,000	72,788	2,212	97%	25,000	25,000	62,717	(37,717)	251%
TRAINING PAY	10,000	25,000	19,879	5,121	80%	8,000	8,000	25,068	(17,068)	313%
VEHICLE ALLOWANCE	-	-	-	-	-	-	-	-	-	-
CRISP	687,840	687,840	751,724	(63,884)	109%	634,881	634,881	662,064	(27,183)	104%
RETIREMENT	172,247	172,247	188,185	(15,938)	109%	158,985	158,985	162,754	(3,769)	102%
HEALTH INSURANCE	594,175	594,175	518,226	75,949	87%	1,851,288	1,851,288	1,312,871	538,417	71%
MEDICARE TAX	83,543	83,543	110,255	(26,712)	132%	76,843	76,843	93,378	(16,535)	122%
UNEMPLOYMENT TAX	11,523	11,523	15,178	(3,655)	132%	10,599	10,599	12,833	(2,234)	121%
WORKMENS COMP	300,000	300,000	143,240	156,760	48%	343,816	343,816	203,933	139,883	59%
EMPLOYER 457 DEF COMP	34,449	34,449	37,390	(2,941)	109%	31,797	31,797	32,484	(687)	102%
OVERTIME	460,000	760,000	888,357	(128,357)	117%	460,000	460,000	637,838	(177,838)	139%
PAYROLL REIMBURSEMENT	-	-	-	-	-	-	-	-	-	-
Labor Total	8,165,348	9,365,348	9,377,830	(12,482)	100%	8,900,717	8,900,717	8,933,627	(32,910)	100%
OFFICE SUPPLIES	10,000	10,000	8,795	1,205	88%	8,000	8,000	14,214	(6,214)	178%
ADMINISTRATION	812,535	812,535	816,812	(4,277)	101%	586,856	586,856	568,856	18,000	97%
PROFESSIONAL ASSISTANCE	332,000	372,000	343,105	28,895	92%	232,000	632,000	301,412	330,588	48%
TELEPHONE	10,000	10,000	10,034	(34)	100%	6,800	6,800	18,842	(12,042)	277%
POSTAGE/FREIGHT	-	-	1,060	(1,060)	0%	600	600	83	517	14%
ADVERTISING/LEGAL NOTICES	60,000	60,000	61,600	(1,600)	103%	60,000	60,000	72,013	(12,013)	120%
PRINTING	11,000	11,000	344	10,656	3%	11,000	11,000	3,134	7,866	28%
Administration/Office Total	1,235,535	1,275,535	1,241,750	33,785	97%	905,256	1,305,256	978,554	326,702	75%
BUILDINGS	46,568,000	46,568,000	4,884,501	41,683,499	10%	44,500,000	44,500,000	2,260,351	42,239,649	5%
IMPR OTHER THAN BLDGS	-	-	1,448	(1,448)	-	-	-	66,852	(66,852)	-
BUSES/TRANSIT EQUIP	6,171,280	6,171,280	3,508,589	2,662,691	57%	7,618,719	7,618,719	3,751,045	3,867,674	49%
Capital and Fleet Replacement Total	52,739,280	52,739,280	8,394,538	44,344,742	16%	52,118,719	52,118,719	6,078,248	46,040,471	12%
BUILDING REPAIRS	45,000	85,000	41,324	43,676	49%	35,000	35,000	52,172	(17,172)	149%
BUS STOPS	20,000	20,000	4,820	15,180	24%	12,000	12,000	24,228	(12,228)	202%
EQUIPMENT REPAIRS	15,000	15,000	14,193	807	95%	24,000	24,000	15,650	8,350	65%
FUEL, OIL & ANTIFREEZE	770,986	850,986	910,110	(59,124)	107%	770,986	920,986	817,290	103,696	89%
MAINTENANCE CONTRACTS	230,000	230,000	149,251	80,749	65%	100,000	230,000	153,125	76,875	67%
OPERATING SUPPLIES	55,000	100,000	94,771	5,229	95%	45,000	120,000	58,782	61,218	49%
PURCHASED TRANSPORTATION	497,760	827,760	781,620	46,140	94%	497,760	497,760	600,887	(103,127)	121%
RENTAL PAYMENTS	7,200	7,200	7,917	(717)	110%	7,200	7,200	7,200	-	100%
REPAIR & MAINTENANCE	2,400,000	2,600,000	2,734,425	(134,425)	105%	1,900,000	2,350,000	2,282,116	67,884	97%
ROAD SAND & SALT	1,000	1,000	-	1,000	0%	2,000	2,000	-	2,000	0%
UTILITIES	200,000	200,000	136,826	63,174	68%	120,000	120,000	155,178	(35,178)	129%
Operation and Maintenance Total	4,241,946	4,936,946	4,875,257	61,689	99%	3,513,946	4,318,946	4,166,628	152,318	96%
SAFETY	5,000	5,000	12,345	(7,345)	247%	5,000	5,000	3,779	1,221	76%
INSURANCE/BONDS	150,000	204,140	204,140	-	100%	150,000	150,000	212,239	(62,239)	141%
Safety and Insurance Total	155,000	209,140	216,485	(7,345)	104%	155,000	155,000	216,018	(61,018)	139%
DUES & MEETINGS	30,500	30,500	31,526	(1,026)	103%	30,500	30,500	37,750	(7,250)	124%
EDUCATION & TRAINING	10,000	10,000	6,832	3,168	68%	10,000	10,000	5,104	4,896	51%
EMPLOYEE RECOGNITION	20,000	35,000	37,129	(2,129)	106%	15,850	15,850	21,501	(5,651)	136%
TRAVEL/TRANSPORTATION	10,000	10,000	14,193	(4,193)	142%	10,000	10,000	16,668	(6,668)	167%
UNIFORM ALLOWANCE	17,000	17,000	14,281	2,719	84%	15,000	15,000	15,325	(325)	102%
Uniforms, Training and Recognition Total	87,500	102,500	103,961	(1,461)	101%	81,350	81,350	96,348	(14,998)	118%
Revenue Total	(58,232,296)	(58,232,296)	(20,270,434)	(37,961,862)	35%	(55,802,359)	(55,802,359)	(21,326,658)	(34,475,701)	38%
Expenses Total	13,885,329	15,889,469	15,815,283	74,186	100%	13,556,269	14,761,269	14,391,175	370,094	97%
Grand Total			(4,455,151)					(6,935,484)		
Capital and Fleet Replacement Total	52,739,280	52,739,280	8,394,538	44,344,742	16%	52,118,719	52,118,719	6,078,248	46,040,471	12%
Estimated Ending Fund Balance	34,962,919									
Effect on Fund Balance This Period	3,939,387									



Memo

To: Town Council
From: Jon Dorr- Assistant Director of Recreation
Date: 2/5/25 (for 2/11/25 Work Meeting)
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on February 5, 2025. Below you will find the meeting minutes and a link to the SEPA calendar. The ISSC was reviewed with positive feedback and some potential improvements for 2025. BEC discussed extending the length to a second weekend. The consensus was to keep the same duration due to the deterioration of the sculptures, staff parking closures, and stress on town services. Breck Create shared details of their engagement process for SPARK. The deadlines for interested community partners have been extended. Additional 4th of July animation options were presented and discussed. The findings are presented in a separate memo. There are no additional items of note.

AGENDA
Breckenridge Events Committee
Wednesday, Feb 5, 2025
Right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Marika Page, Jon Dorr, Lucy Kay, Tony Cooper, Dave Feller, Neal Kerr, Jen Mehlin, Shannon Haynes, Christin Maguire, Karlie McLaughlin, Tamara Nuzzaci Park, Jill Desmond
Guests: Sarah Wetmore, Becca Reniers, Melissa Andrews, Jenny Hammock, Mike McCormack, Nick Wilson, Hayden van Andel

- I. **Jeff Edwards called the meeting to order at 9am.**
 - a The Committee Chair took roll call.
 - b A motion was made to approve Jan 8, 2025, meeting minutes.
 - **M/S/P**

- II. **Upcoming Events**
 - a The Breckebeiner 2/15-2/16 @ the Gold Run Nordic Center
 - Three main races over the weekend:
 - Duathlon National Championships (sprint and intermediate distances)
 - The Breckebeiner Nordic Marathon (15k/30k/45k, skate and classic options)
 - Triathlon National Championships (sprint and intermediate distances.)
 - a. The Breckebeiner Winter Duathlon, Winter Triathlon and Nordic Marathon are all sanctioned by USA Triathlon.

- III. **Review Past Events**
 - a **2025 International Snow Sculpture Competition**

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.

- Overall, no concerns were raised by PD or Town Staff regarding the event. RWB conducted a test during the event and was satisfied with the performance of the ramming prevention barricades.
 - The Breckenridge Welcome Center now offers free Aira and Aira ASL services, providing on-demand visual and ASL interpretation via a mobile app to enhance accessibility and the visitor experience. **These services were also available throughout the ISSC event footprint.**
- Saturday reservations during the viewing weekend declined year over year. The BTO will analyze mobility data to determine if visitor numbers were down or just dispersed over the weekend.
- The BEC discussed extending sculpture viewing by two weekends. Primary concerns around the extended time frame were focused on delivering on customer service expectations, safety risks, and sculpture integrity. Maintaining a limited viewing period protects production value and quality of experience.
 - Another important consideration is the impact of the winter events crunch on PW, PD, and BTO staff, which starts in early December with the Lighting of Breckenridge and continues through the end of Snow Sculptures.
- The BEC formally recommends not extend the viewing weekends, opting to maintain the current timeframe.

IV. General Updates and Discussion

- a **Breck Create SPARK** - TC approved funding for Spark as part of BIFA 2025. Breck Create provided the BEC with an overview of the projects positioning and proposed process to engage partners in bringing adventurous work to Breckenridge that might not otherwise be accessible to the organization or the community.
 - SPARK Communications - Goal to develop a communications plan to align strategy, messaging, and responsibilities, ensuring a unified voice for the Town of Breckenridge and compliance with the SPARK agreement. Proposed Work Group: Town of Breckenridge, Community Development, BTO, and Breck Create staff. Karlie McLaughlin, Senior Director of External Relations, will coordinate meetings.
 - The BEC supported moving forward with forming the SPARK communications committee.
 - Breck Create also outlined it's community engagement process for SPARK. It also extended it's deadline for interested parties.
- b The BEC identified July 4th evening for opportunities for event activation to boost lodging, retail, and dining. Breck Create researched and proposed projects to meet this need.
 - The committee recommends pursuing the bicycle themed family friendly performance, aiming for around 8 PM after the NRO concert concludes. The recommendation includes keeping Main Street closed from Lincoln to Adams for the full day.
 - Future discussion: Multi-year animation strategy for Breck Create.
- c The BEC had no concerns about moving the High School Graduation Parade from Wednesday to Thursday to accommodate out-of-town families.
- d The BEC had no concerns about scheduling the Town Party on June 6.

V. Next BEC Meeting, Wednesday, March 5, 2025

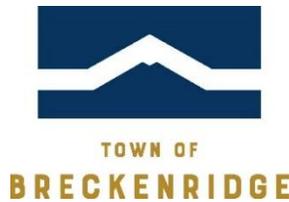
VI. The meeting adjourned 10:12am.

The Breckenridge Events Committee evaluates events against four strategic

goals:

- **Build Business** - An event designed to drive revenue for greater business community.
- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.

- **Fundraising** - An event designed to raise awareness and funding for a non-profit organization's mission.
- **Resident Focused** - An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.



Memo

To: Town Council
From: Jon Dorr- Assistant Director of Recreation
Date: 1/30/25 (for 2/11/25 work session)
Subject: July 4th Programming

Town Council Goals (Check all that apply)

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

Summary

The Breckenridge Events Committee (BEC) was tasked with researching additional 4th of July animation. Through their research, they were presented an opportunity to bring the SPARK installation by Studio Roosegaarde to Breckenridge. BEC and Town Council decided the SPARK installation would be better suited for the BIFA taking place later in August 2025. BEC was presented three additional options and came to the unanimous decision to propose a family friendly bicycle themed circus event. Due to relationships with agents and artists we are maintaining confidentiality that specify details of the proposed spectacle performance.

Background

Based on Town Council direction, the Breckenridge Events Committee was asked to increase animation after the 4th of July parade and into the evening hours. The idea of a circus-based performance was raised at the Events Committee planning meeting on January 21, 2025. After Council’s decision to present SPARK as a part of BIFA as opposed to July 4. Breck Create started researching possibilities to support this programming concept. On Tuesday, February 5th at the Breckenridge Events Committee meeting Breck Create brought forward some potential animation ideas. The Committee discussed three family friendly options that fell below or within the anticipated budget range of \$40,000-\$60,000 published in the January 28th packet.

The Events Committee felt the following scenario worked well to replace fireworks and drive lodging, retail, and restaurant business into the evening on July 4th.

- Maintain all race and post-parade activation as per past years except for the AirStage on the Arts District Campus.
- Maintain street closure from Lincoln to just before Adams for the entire day; explore “teasers” to promote evening street spectacle in the parade and throughout the day on Main Street to promote evening stay.
- **Culminating with an evening family-friendly street spectacle performance (50 minutes)**
 - Set on a mobile stage at the corner of Main Street and Washington (placed after parade) to draw people downtown.
 - Start at 8pm (after 6pm NRO performance concludes at the Riverwalk Center).
 - Include thematic content to align with community values/interests of adventure and bike culture.

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.

Public outreach/engagement

Public comment during a BEC meeting posed the question of how we keep people in Breckenridge after the 4th of July Parade. From that comment, the formation of a subcommittee occurred to investigate options. This committee consisted of members of the BTO, Breck Create, Town of Breckenridge, lodging association, restaurant association, event producers, arts entities, and two at-large committee members. The expansive group was able to vet options collectively. Any decisions made by Town Council regarding July 4th animation or BIFA-related artists would be communicated through Town, BTO, and Breck Create-based media outlets.

Financial Implications

Family friendly circus option: **\$40,000-\$55,000***

**Does not include TOB police, public works, staffing costs.*

Equity Lens

The committee feels that this is an inclusive, welcoming event that would be available to all members of and visitors to our community.

Staff Recommendation

To proceed, Council would need to allocate a budget of \$40,000-\$55,000 to accomplish the additional event activation described above. The event would be produced by Breck Create. Lodging partners on the Breckenridge Events Committee will explore possible support to control costs for performer lodging. Breck Create will make every effort to keep expenses to a minimum and solicit sponsors.

We look forward to discussing this opportunity further and are happy to answer any questions or provide additional information.



Memo

To: Town Council
From: Sgt. Garrison Green
Date: 1/30/2025 (for 2/11/2025 work session)
Subject: Police Department Public Safety Update

Summary

This memorandum provides Town Council with statistical data from the Breckenridge Police Department on police activity and crime rates. These metrics reflect police work in Breckenridge. In line with the Town's Core Values, we aim to deliver exceptional police services through community partnerships, problem-solving, and enforcement. Staff seeks Town Council feedback on this presentation and suggestions for future reports.

Background

This report reviews the day-to-day activity of the department for the last six months of 2024. This chart includes a breakdown of how staff spent their time in addition to the predominant call types to which they responded.

The police activity reporting for the last five years provides a snapshot of calls for service, types of calls, and when they occur. Clearance rate is included to show our successes investigating and solving criminal cases.

A five-year summary of average crime rate in town is included as well as a comparison with other law enforcement agencies in Summit County and other resort municipalities such as Vail, Aspen, and Steamboat Springs.

Staff activity data is collected from Computer Aided Dispatch (CAD), our records management system, and Citizen Contact (an application used to document police-initiated citizen contacts).

Crime rate statistics are generated from the Colorado Bureau of Investigation. Reportable crimes are classified using the National Incident Based Reporting System (NIBRS). Breckenridge PD uploads this information to CBI which maintains these records for the State of Colorado and subsequently reports them to the Federal Bureau of Investigation (FBI).

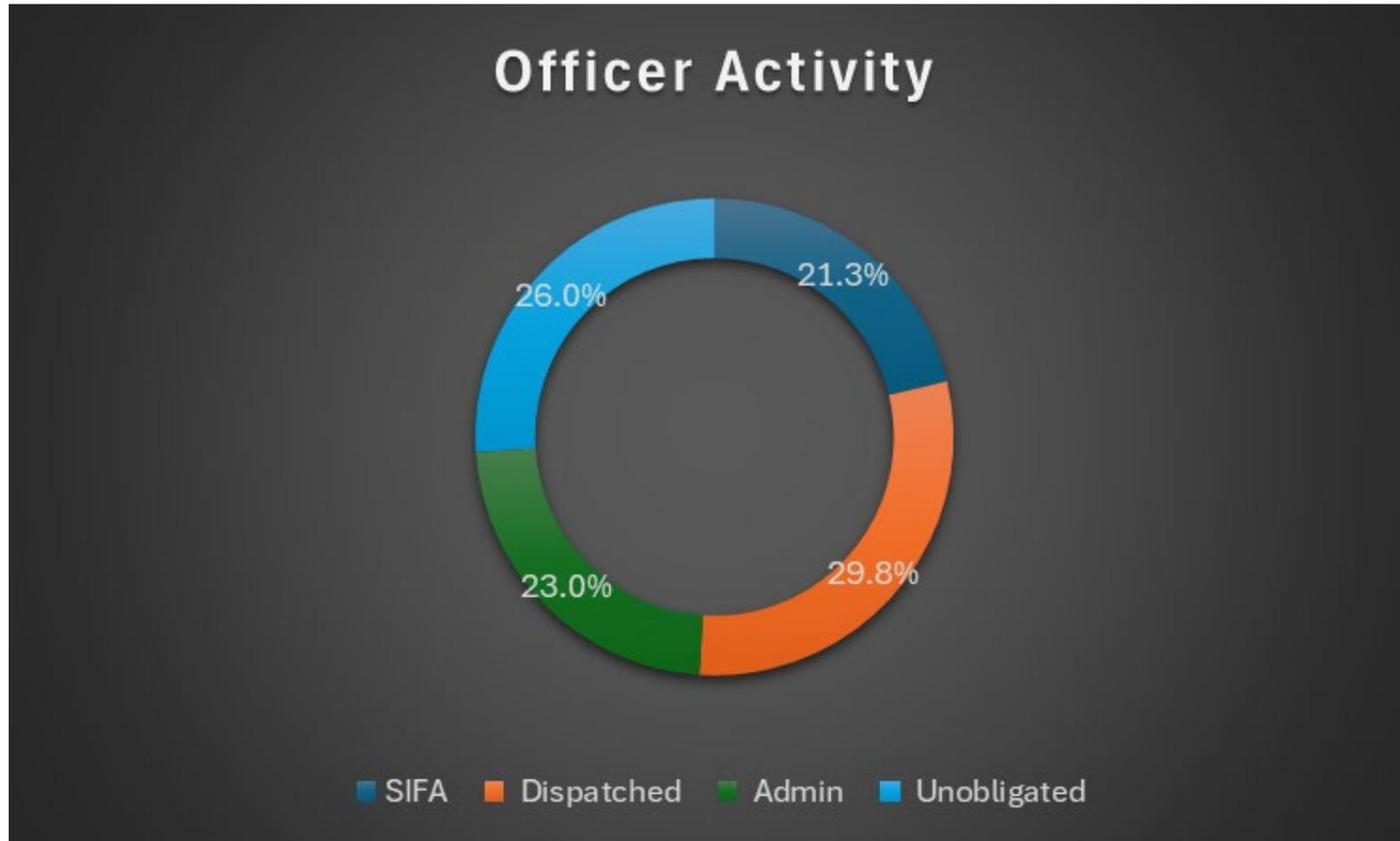
In 2024, the Breckenridge Police Department graduated eight new officers from the Colorado Mountain College Colorado Law Enforcement Training Academy (CLETA). We hosted two joint trainings with the Silverthorne Police Department covering officer response to critical incidents, as well as a Crisis Intervention Team (CIT) training in which three staff members became CIT certified, improving our response to mental health situations. Officer Gerbes also completed the Town's Leadership Challenge Program.

In December, the Breckenridge Police Department became the first law enforcement agency in Summit County and one of only 2.3% nationally to become an ABLE-certified agency. Developed by Georgetown University, this program promotes and trains staff in techniques to be Active Bystanders in Law Enforcement. Our entire staff expanded their knowledge and ability to intervene both in the community and inside the department to prevent instances of excessive force and other misconduct. These trainings continue our dedication to providing professional, ethical, and accountable police services to our community.

Staff seeks Town Council feedback on this presentation and suggestions for future reports. Staff will be present at Tuesday's work session to answer any questions.

Officer Activity

This chart shows how officers spent a percentage of time on shift July to December 2024. The SIFA portion pertains to Self-Initiated Field Activity. This includes traffic stops, area and foot patrols, and other proactive activity officers initiated on their own. The dispatched portion is for time spent on calls for service as well as time to conduct follow-up and write reports. Admin time includes training, supervisory duties, and other office related work. Unobligated time is when officers are not actively working on a task and are available for calls.



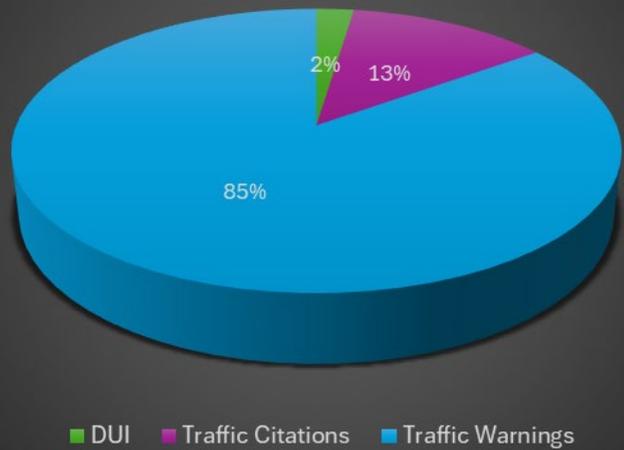
Six Month Traffic Enforcement



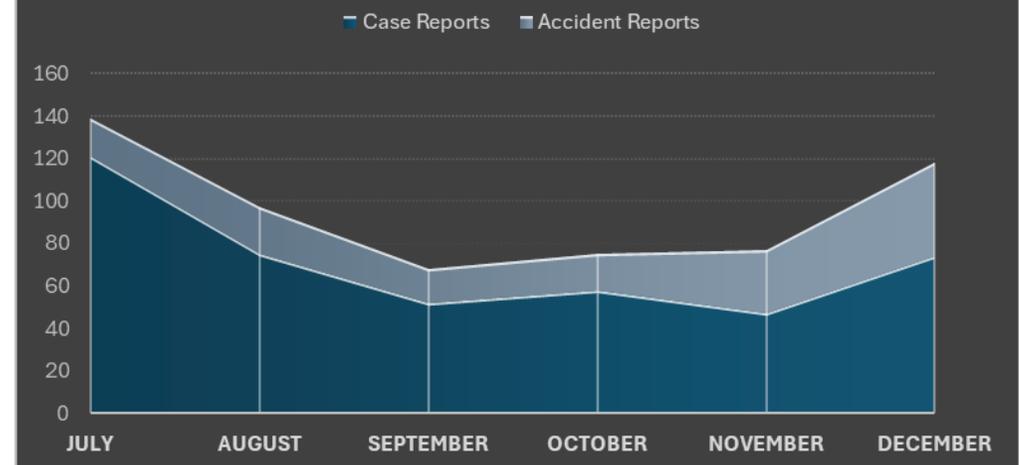
SIX MONTH CALL ENFORCEMENT



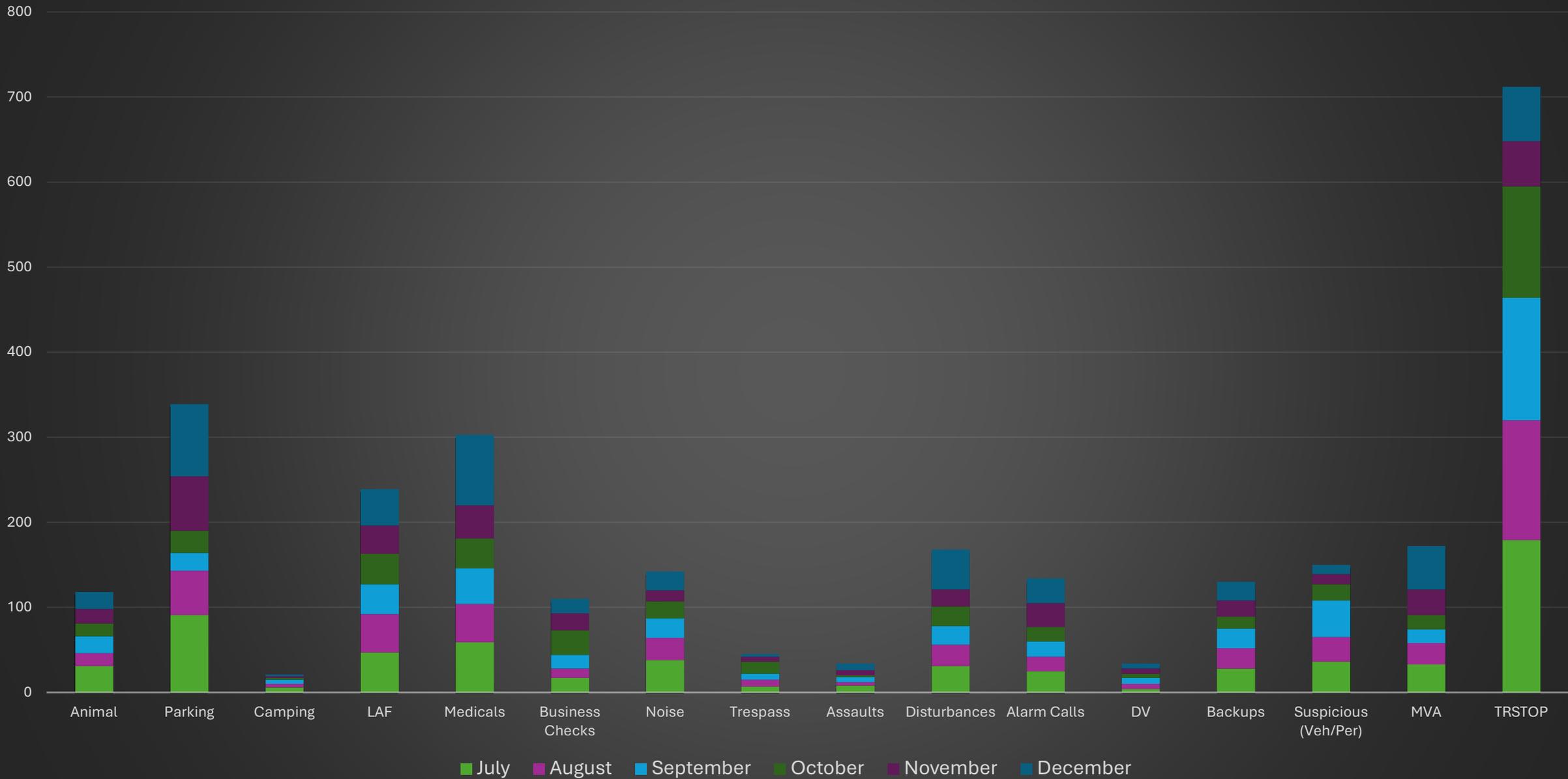
Six Month Traffic Enforcement



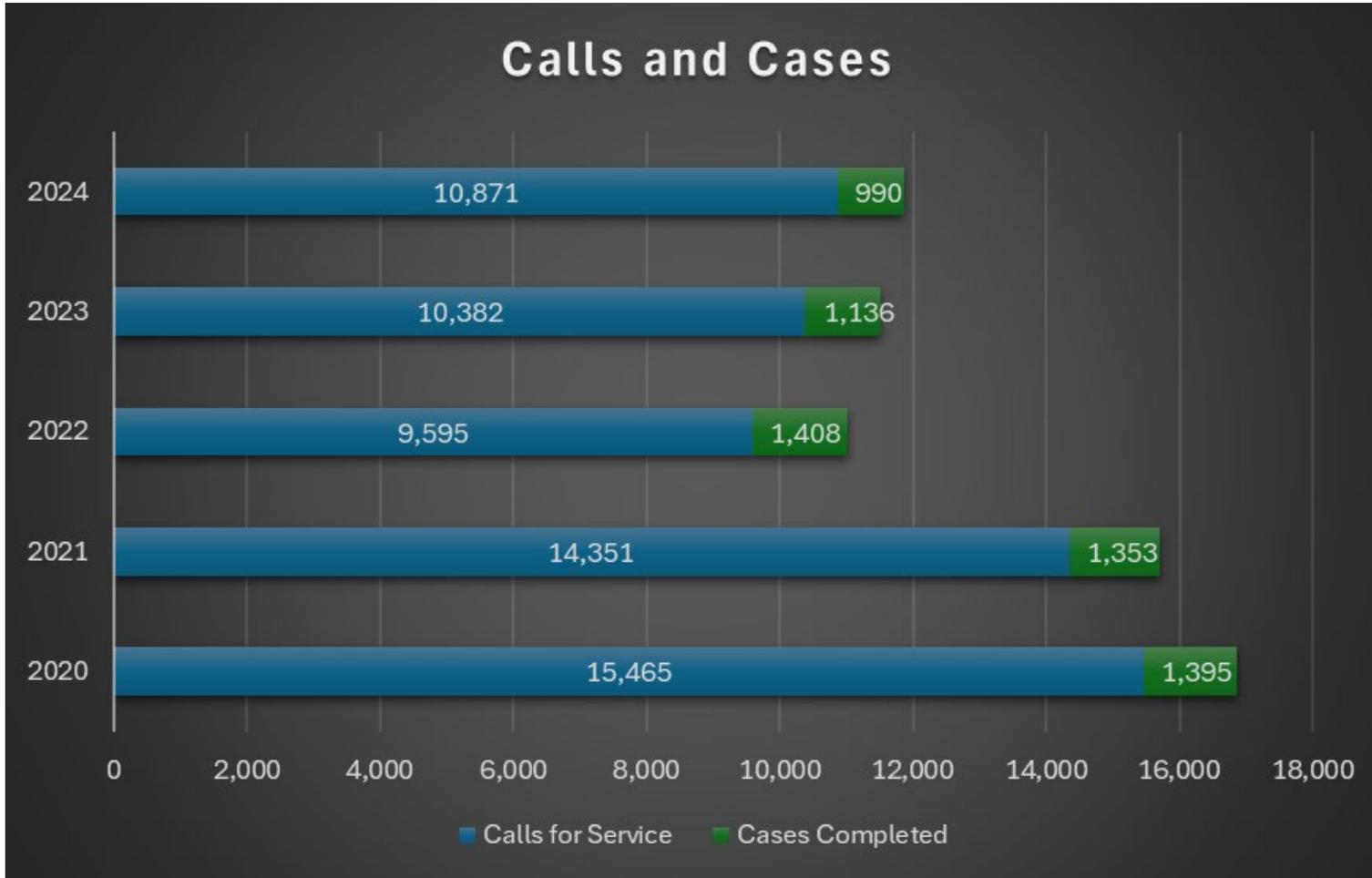
Six Month Report Totals



2024 Six Month Main Call Types



5-Year Call Volume



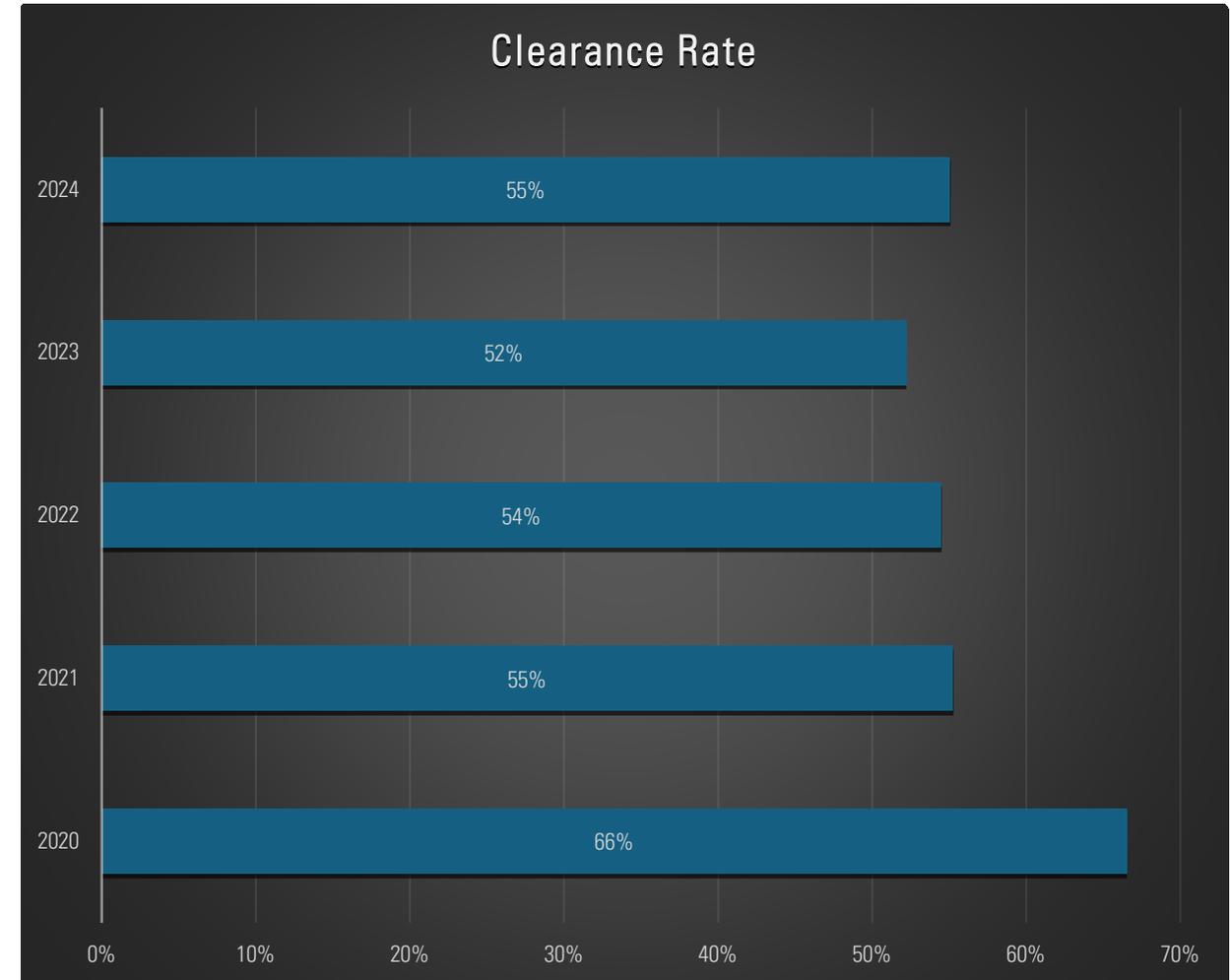
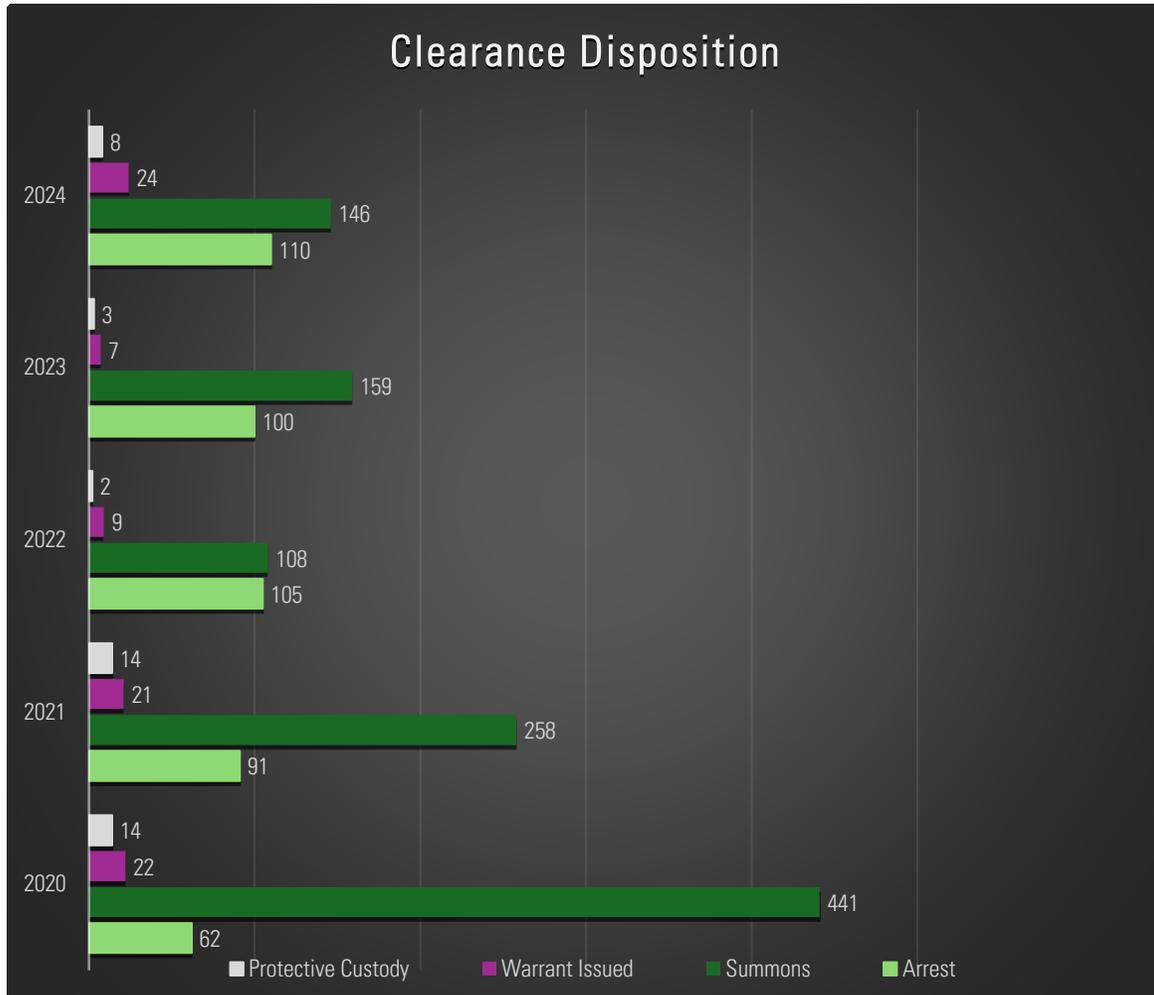
This chart shows the total Calls For Service (Blue bar) for the Breckenridge Police Department as well as the number of Case Reports completed (Green Bar).

Note that in 2020 and 2021 the Calls For Service and Case Report totals are higher. This coincides with greater staffing turnover beginning in 2022. The below chart shows sworn staffing data for 2020-2024.

Turnover Rate = # separations/Average number of Sworn Employees (used HC at end of the calendar year)

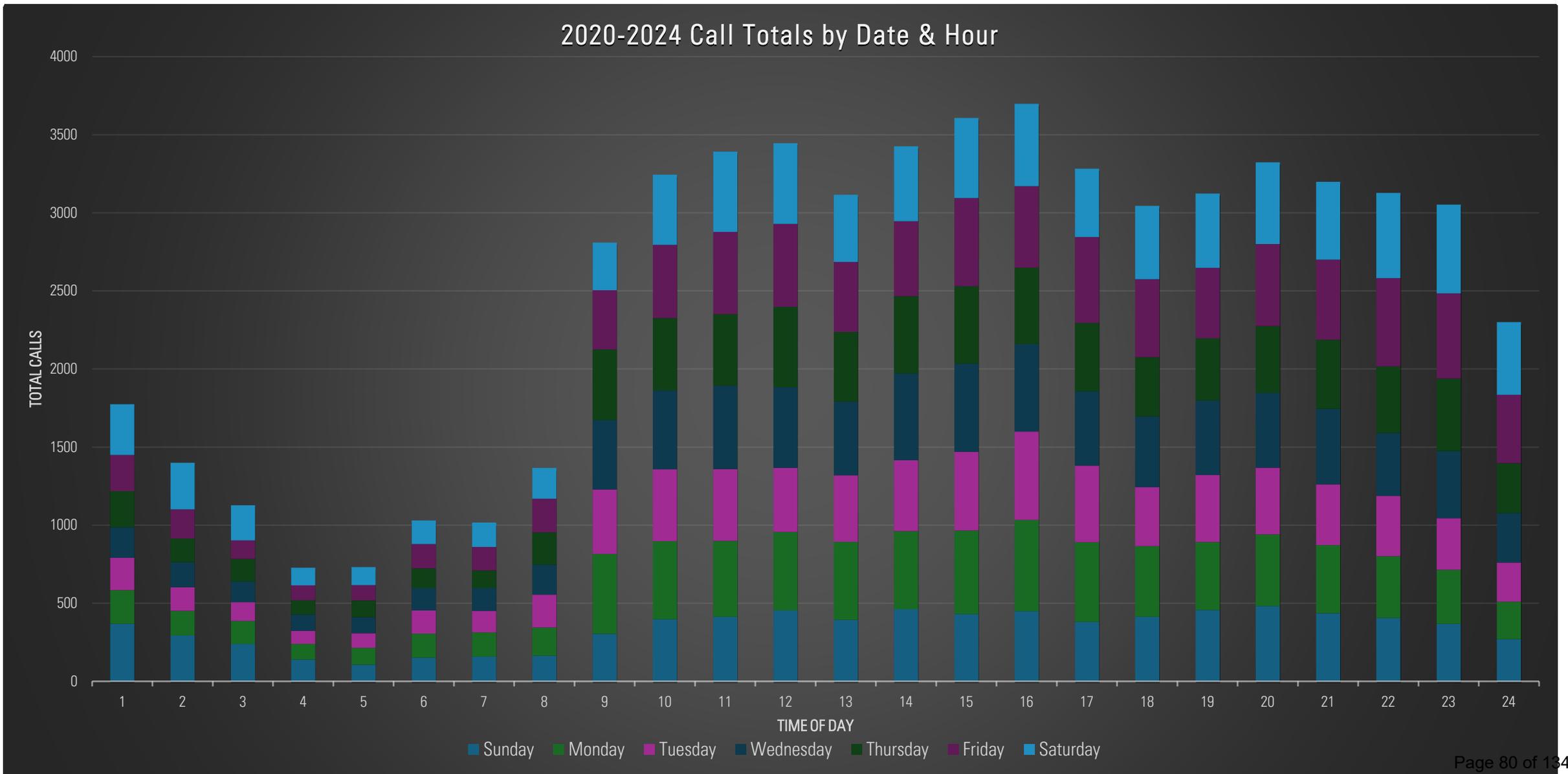
	HC at end of Year	Separations	Turnover Rate
2020	20	3	15.0%
2021	16	4	25.0%
2022	14	10	71.4%
2023	18	5	27.8%
2024	20	9	45.0%

Case Clearance and Rates



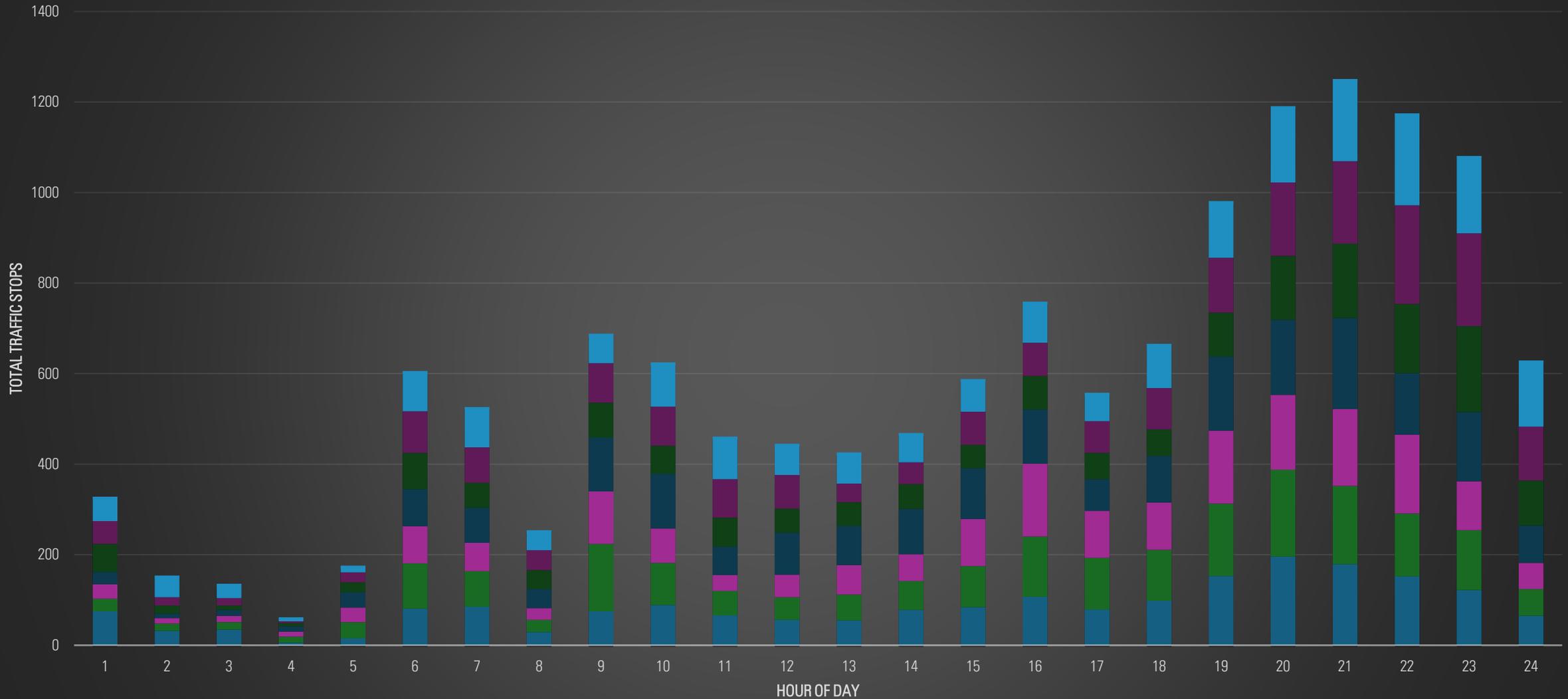
**National crime clearance rate is 13.9% for property crimes, 41% for violent crimes*

Five Year Call Volume (by day and time)



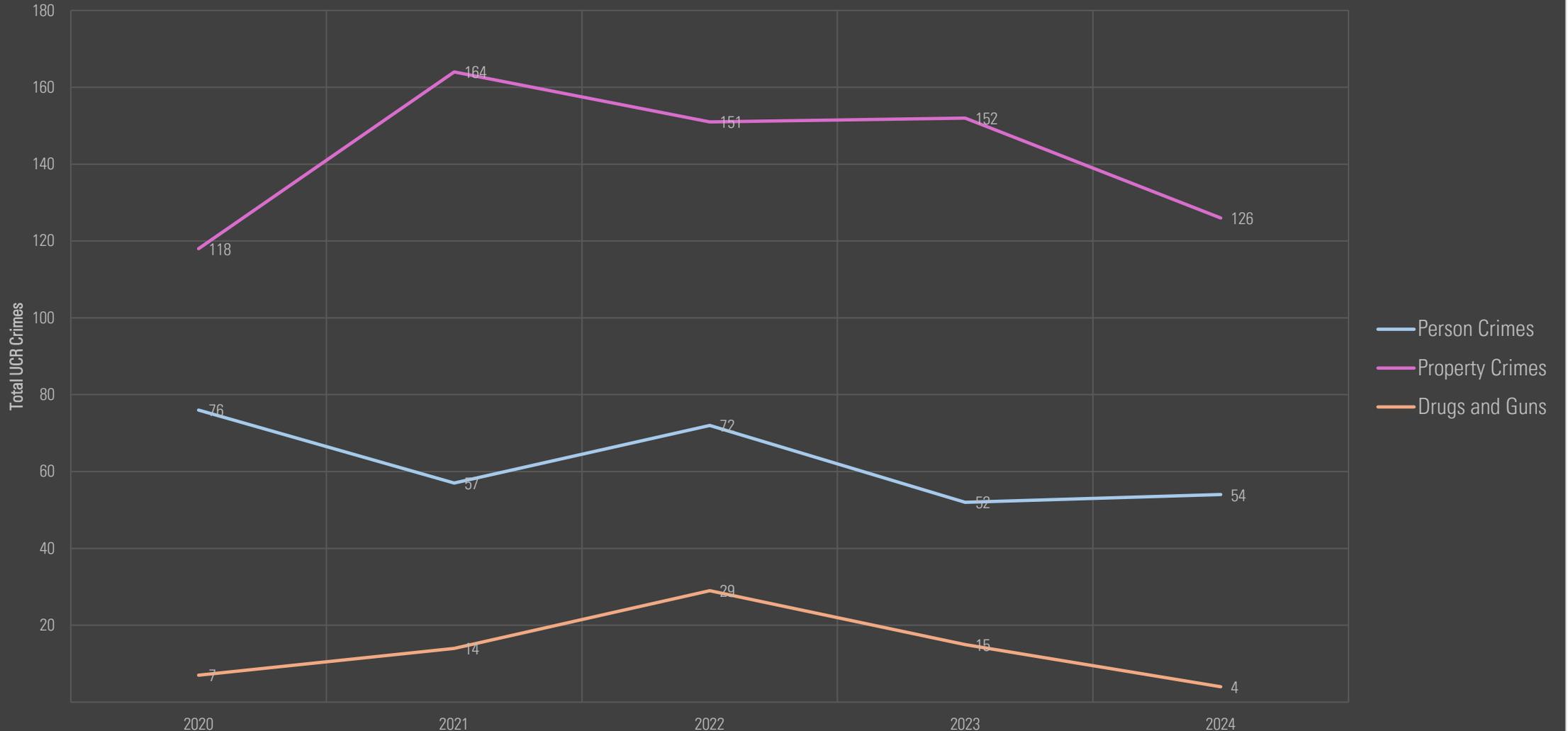
Five Year Traffic Enforcement (by Day and Time)

2020-2024 Traffic Stops by Day & Hour



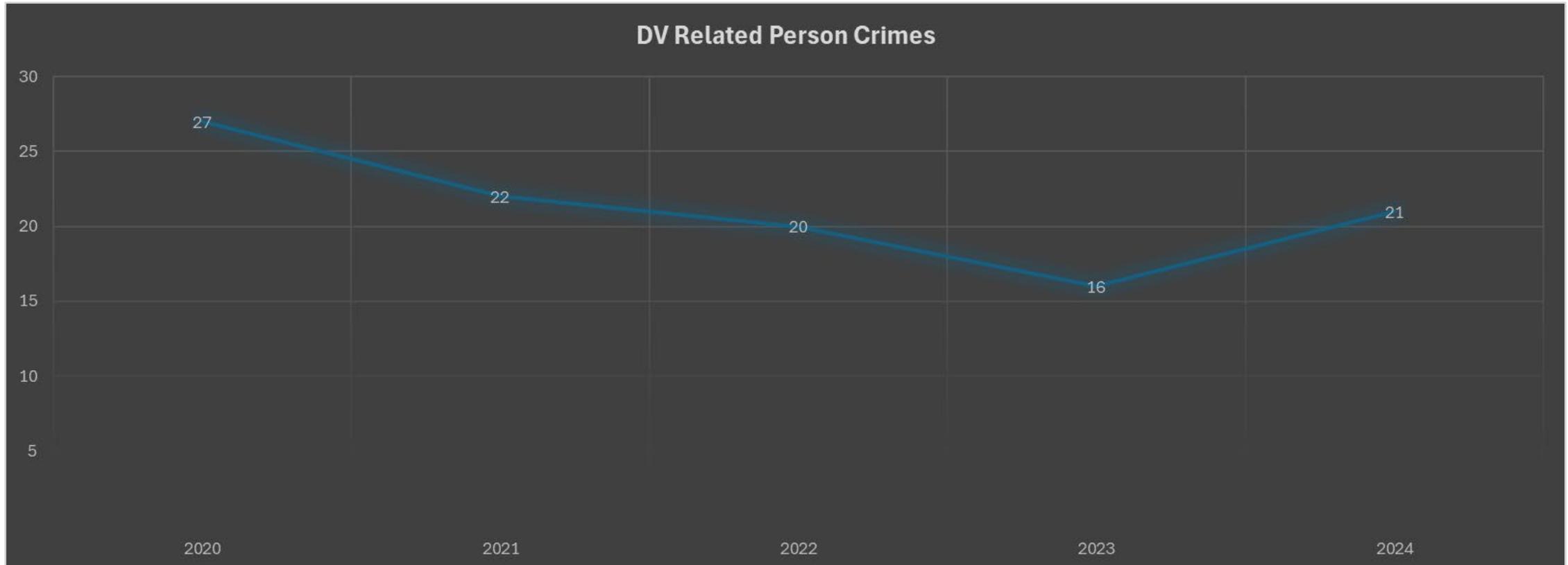
Breckenridge Reported Raw Totals

5-Year Crime Trend



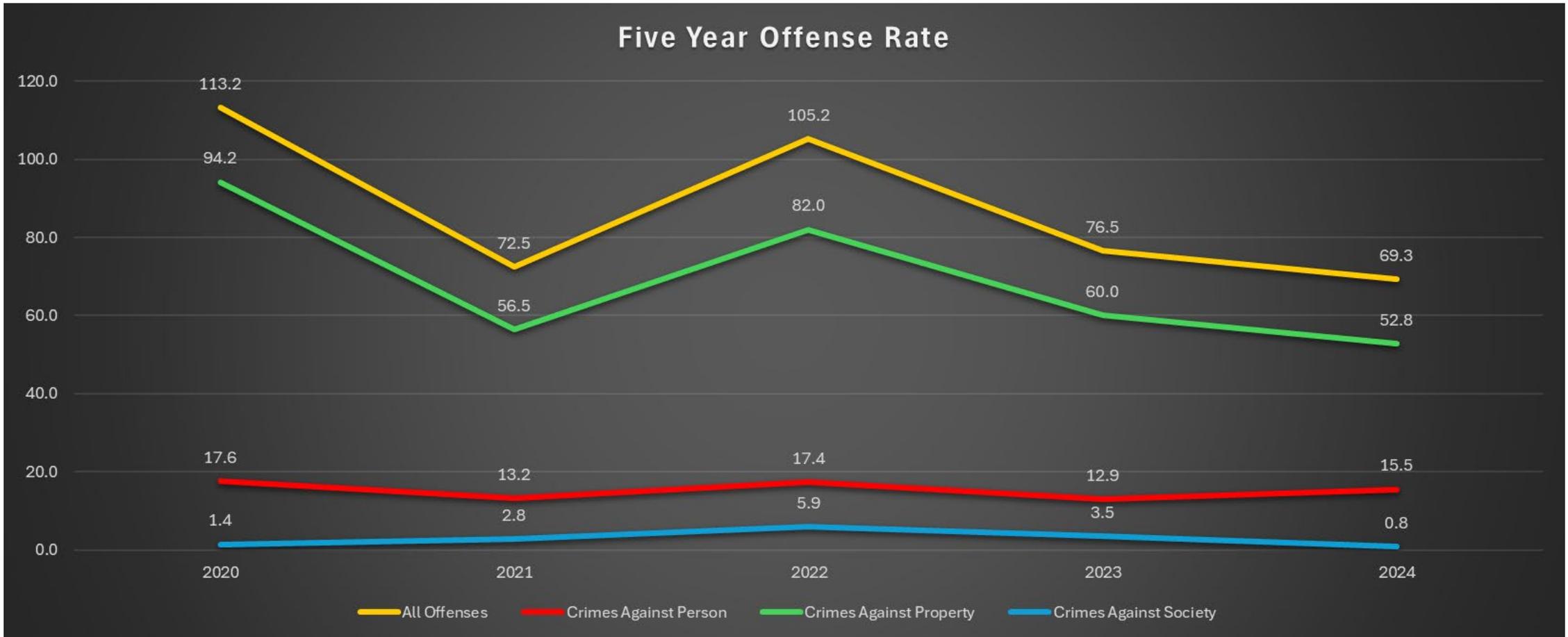
Domestic Violence

Domestic Violence (DV) is a highly personal and dangerous incident. Rates of serious bodily injury and death, as well as assaults on officers greatly increase with each instance of domestic violence. Additionally, DV related crimes place a greater weight not only on the victim and families, but also the responding officers, social resources, and the community. While reports of domestic violence were gradually decreasing from 2020 to 2023, there was an increase in 2024.

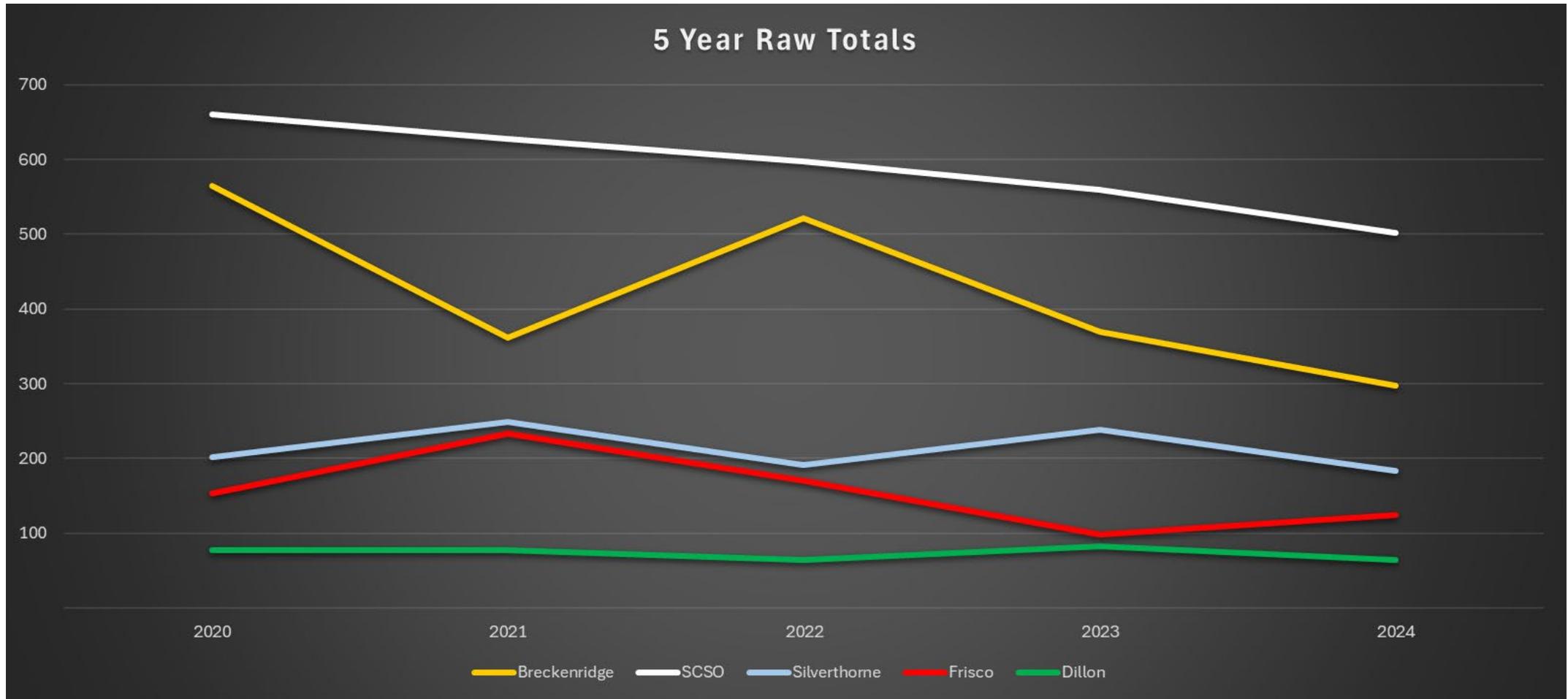


Breckenridge Five-Year Offense Rate

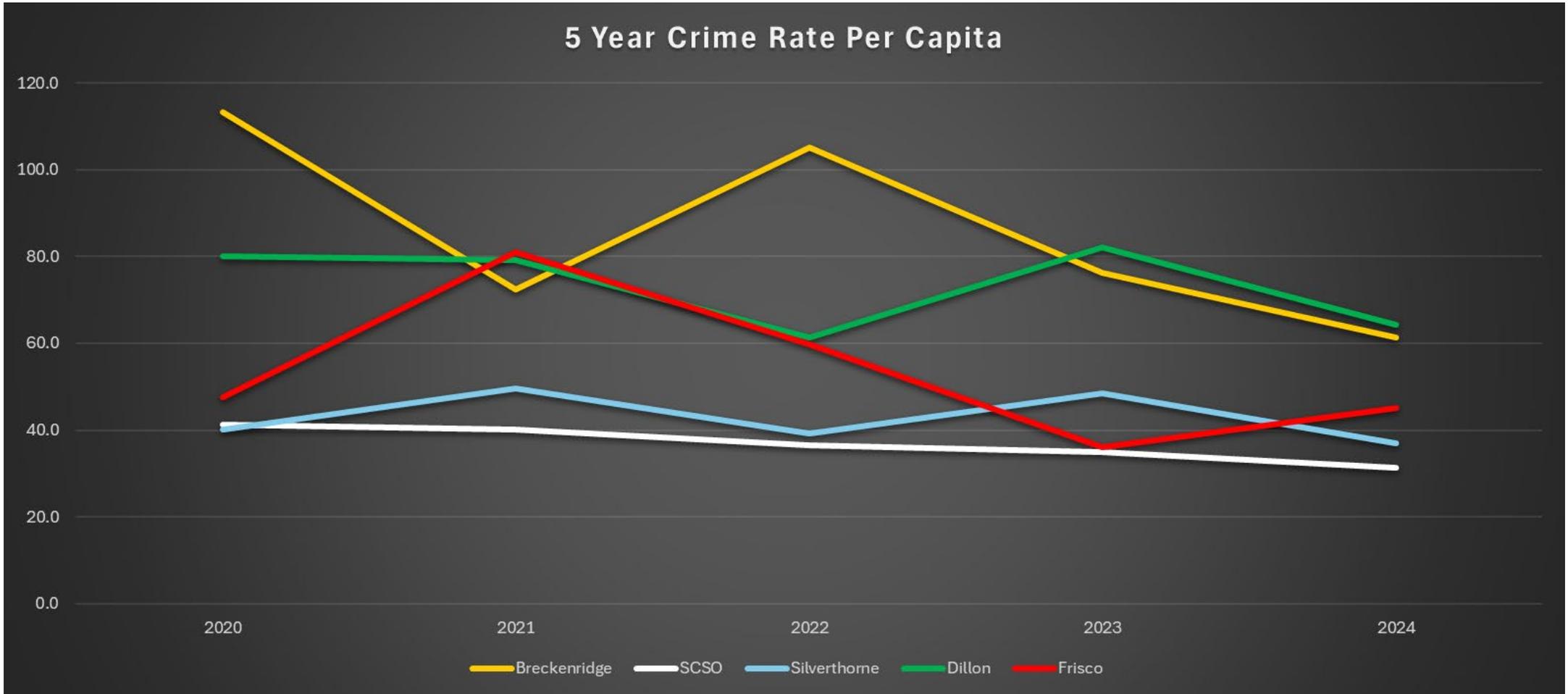
Crime rate is calculated as a “per capita” statistic. The per capita number is per 1,000 residents. It should be noted that population numbers for residents is based on US Census data. It does not account for part-time residents, seasonal residents, or visitors. This inflates crime rate numbers but is still a good measure when compared to other Summit County agencies and resort municipalities, as their numbers are inflated as well.



County 5-Year Crime Raw Totals



County 5-Year Crime Rate Totals



Over the previous 5 years, Summit County Sheriff's Office has had the most total crimes reported. Breckenridge PD has had the highest Crime Rate per Capita (per population of 1,000). Crime totals and crime rate per capita remain relatively low in Summit County.

2021 CRIME RATE PER 1,000

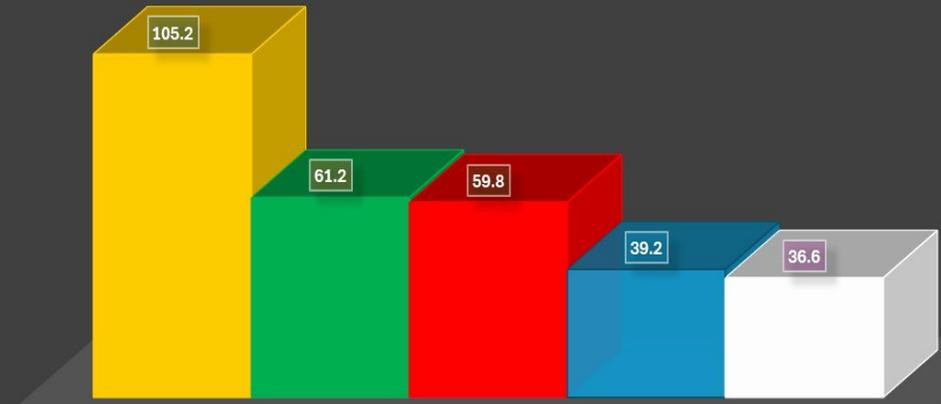
■ Breckenridge PD ■ Dillon PD ■ Frisco PD ■ Silverthorne PD ■ Summit County SO



Summit County Agencies 2021

2022 CRIME RATE PER 1,000

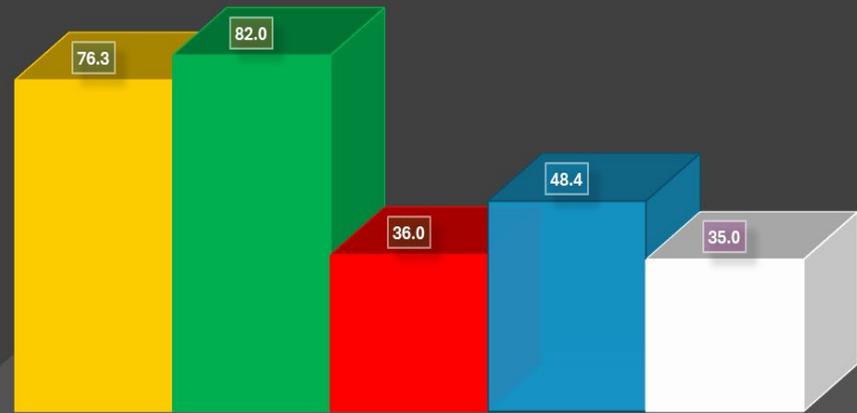
■ Breckenridge PD ■ Dillon PD ■ Frisco PD ■ Silverthorne PD ■ Summit County SO



Summit County Agencies 2022

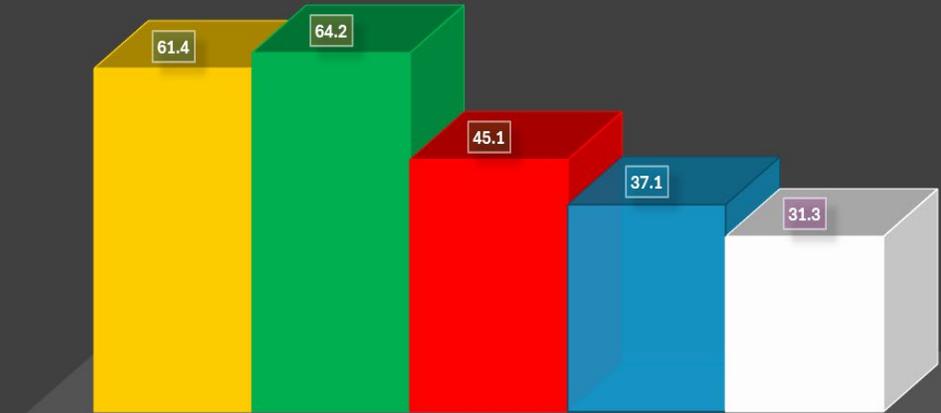
2023 CRIME RATE PER 1,000

■ Breckenridge PD ■ Dillon PD ■ Frisco PD ■ Silverthorne PD ■ Summit County SO

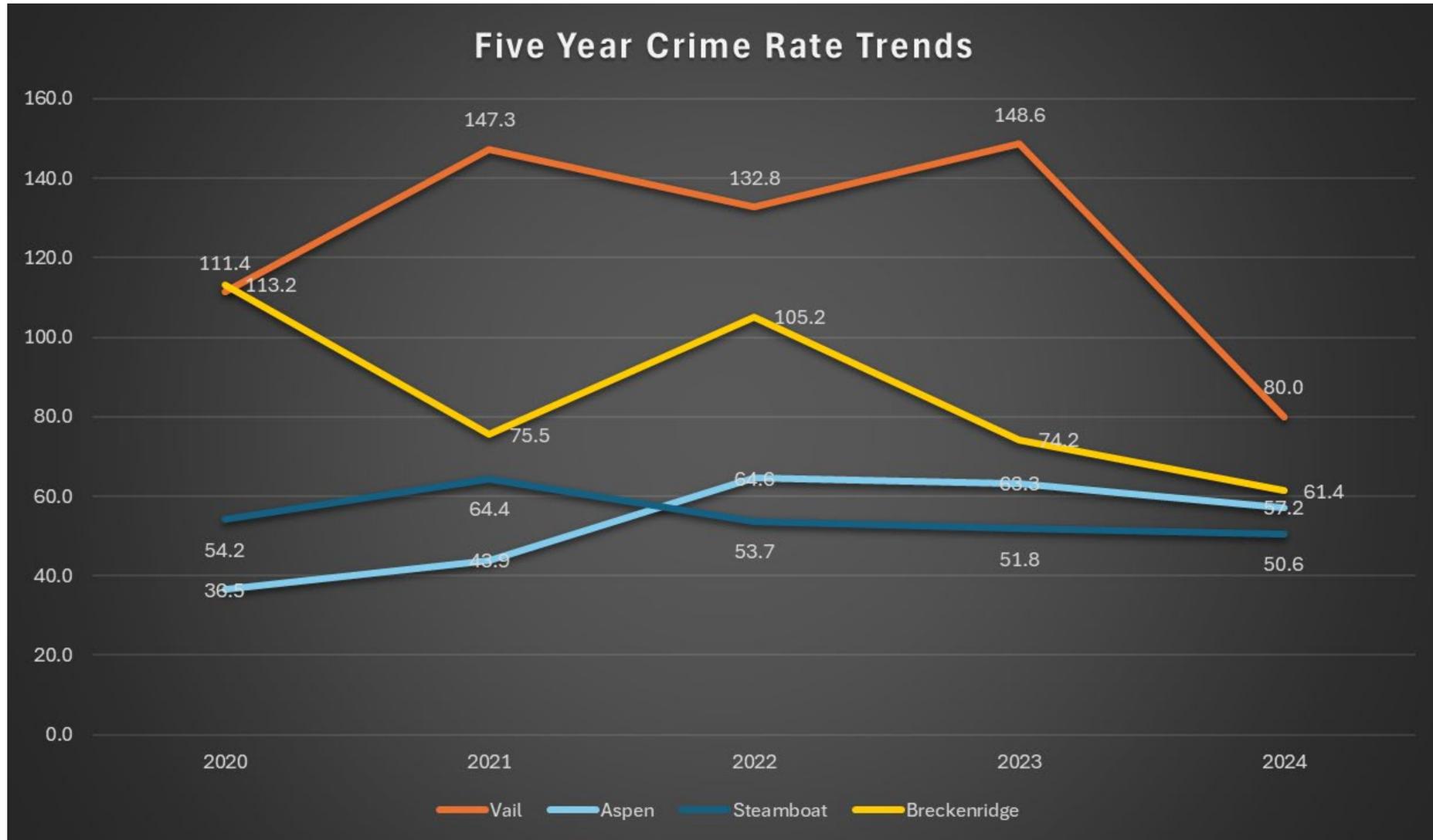


2024 CRIME RATE PER 1,000

■ Breckenridge PD ■ Dillon PD ■ Frisco PD ■ Silverthorne PD ■ Summit County SO



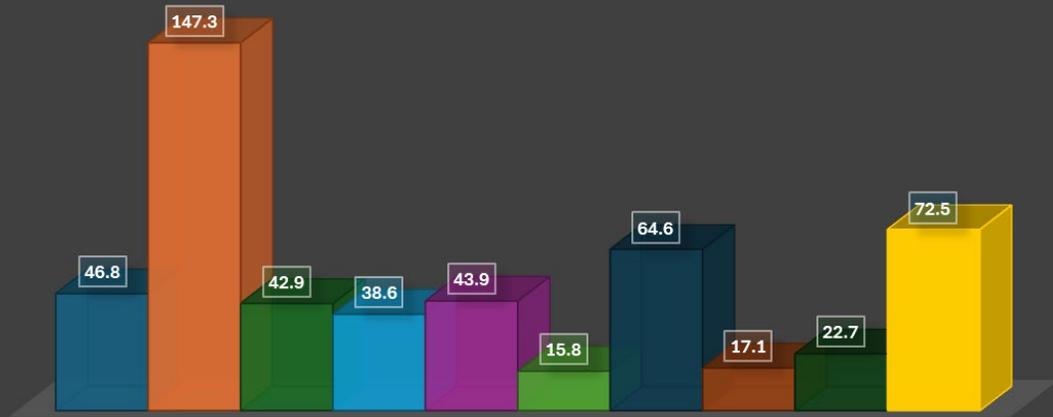
Resort Municipality Crime Rate



This chart shows the five-year trend for the major ski resort municipalities in Colorado: Vail, Aspen, Steamboat, and Breckenridge. These municipalities have the most consistent population and tourism numbers, making them the most comparable. Other resort municipalities are included on the following graphs.

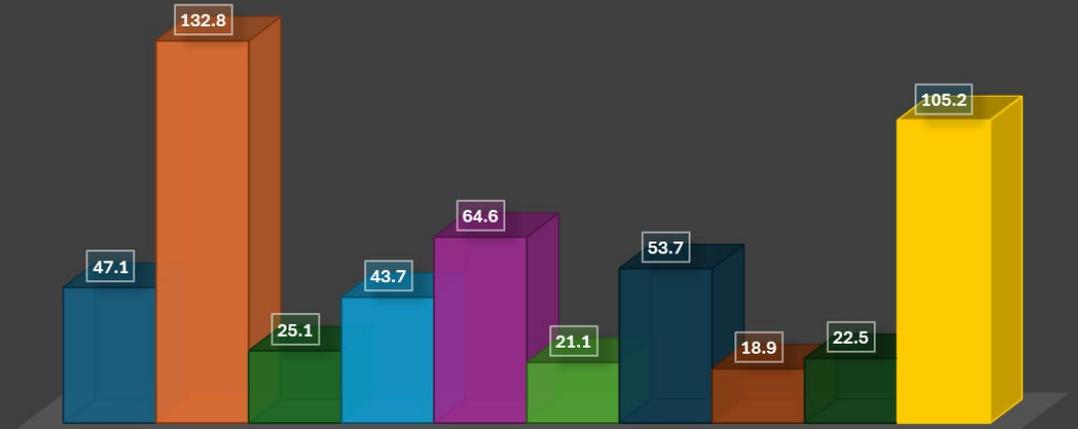
2021

Avon PD Vail PD Crested Butte PD Mt Crested Butte PD Aspen PD
Snowmass Village PD Steamboat Springs PD Mountain Village PD Telluride Breckenridge PD



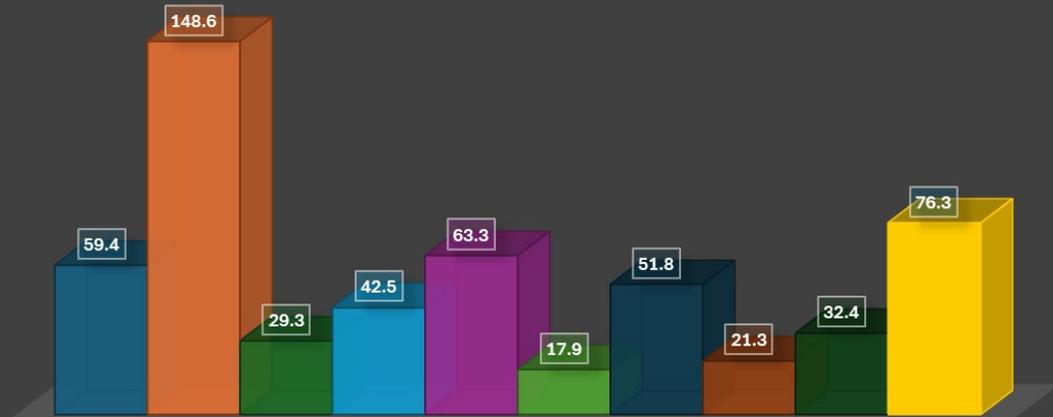
2022

Avon PD Vail PD Crested Butte PD Mt Crested Butte PD Aspen PD
Snowmass Village PD Steamboat Springs PD Mountain Village PD Telluride Breckenridge PD



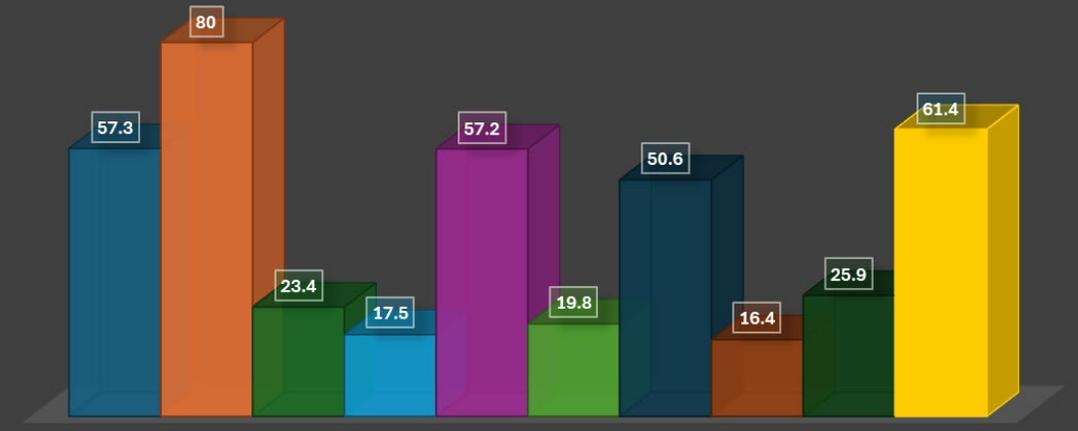
2023

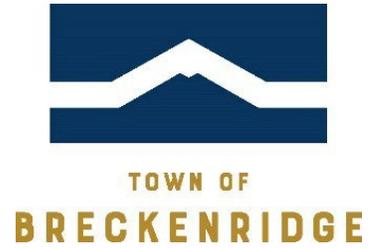
Avon PD Vail PD Crested Butte PD Mt Crested Butte PD Aspen PD
Snowmass Village PD Steamboat Springs PD Mountain Village PD Telluride Breckenridge PD



2024

Avon PD Vail PD Crested Butte PD Mt Crested Butte PD Aspen PD
Snowmass Village PD Steamboat Springs PD Mountain Village PD Telluride Breckenridge PD





Memo

To: Breckenridge Town Council
From: Bela Del Valle, Accommodations Compliance Program Manager
Date: January 31, 2025 (for February 11, 2025, Work Session)
Subject: 2025 Accommodation Unit Licenses Annual Report

Purpose:

This report shows the activities within the Town of Breckenridge accommodation unit licenses program in 2024.

Summary:

The data shown includes numbers of licenses not renewed for 2024, licenses closed due to natural attrition from real estate sales, and voluntarily closed licenses. The complaint data is compiled from information collected by the Town of Breckenridge STR hotline provider and the Summit County Communication Center.

Timeline and notable events:

- On November 2, 2021, an ordinance limiting the number of licenses available to properties outside of condo/hotels to 2200 came into effect and Town staff started a waitlist.
- On December 28, 2021, an ordinance implementing a regulatory fee of up to \$756 per bedroom/studio came into effect. The regulatory fee was established at \$400 per bedroom/studio for 2022. The regulatory fee was established at \$756 per studio/bedroom for 2023 and any consecutive years.
- On September 27, 2022, an ordinance creating mapped areas for short term rentals came into effect.
- The table below compares the number of active licenses to the number of allowed licenses per mapped area.

	Allowed Licenses	Licenses Dec 2023	Licenses Dec 2024	Change	Percentage
Resort Properties	1,816	1,724	1,730	6	0.30%
Zone 1	1,680	1,278	1,216	-62	-4.90%
Zone 2	130	138	134	-4	-2.90%
Zone 3	390	1,169	1,109	-60	-5.10%
Total	4,013	4,309	4,189	-120	-2.80%

- The Town of Breckenridge website publishes the numbers of active licenses and waitlists. The numbers are updated every 3 months.
- Invitations to renew existing licenses are sent 60 days prior to the expiration date. Most of the active licenses expire on December 31st every year.
- 47 active licenses were granted exemption from the regulatory fee for 2024 due to primary residency qualification. Those properties have a 21-day annual rental limit.

Compliance program:

- The Accommodations Compliance Program Manager meets with the Breckenridge Community Service Officer team every month to review short-term rental complaints.
- The STR hotline is available 24/7 and complaints are monitored by the Accommodations Compliance Program Manager from Monday to Friday during business hours.
- The STR compliance office receives a daily report from the Summit County 911 Communication Center showing any incidents involving trash, parking, and noise. The report captures complaints that did not come through the STR hotline.
- In 2025, the compliance team will continue to monitor the service performance of the STR hotline with regular test calls and will address complaints as they arise.
- The 2024 complaint data show a small decrease in STR hotline calls and an increase in 911 dispatch calls (including citizen complaints to dispatch and officer-initiated incidents). This increase can be explained with the uptick in self-initiated officer incidents which is an indication of the proactive approach set as a goal in the beginning of 2024.

Attachments:

- Annual Report Data
 - Licenses December 2024 by zone
 - Historical licenses numbers and graph
 - Comparison numbers (Allowed vs Active)
 - Primary residence licenses
 - Waitlists details
 - Complaint data

**TOWN OF BRECKENRIDGE
2024 STR ANNUAL REPORT STATISTICS**

ACTIVE LICENSES DECEMBER 2024

	Resort	Zone 1	Zone 2	Zone 3	Grand Total
Licenses	1,730	1,216	134	1,109	4,189

HISTORICAL LICENSE NUMBERS AND GRAPH

Year:	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Licenses Total	2,791	2,785	2,854	2,899	2,881	2,911	3,341	3,385	3,388	3,572	3,737	3,783	3,762	4,438	4,319	4,309	4,189
Change		-6	69	45	-18	30	430	44	3	184	165	46	-21	676	-119	-10	-120
Percentage Change		-0.2%	2.4%	1.6%	-0.6%	1.0%	12.9%	1.3%	0.1%	5.2%	4.4%	1.2%	-0.6%	15.2%	-2.8%	-0.2%	-2.9%



COMPARISON NUMBERS (ALLOWED VS ACTIVE)

	Allowed Licenses	Licenses Dec 2022	Licenses Dec 2023	Licenses Dec 2024	Change	Percentage
Resort Properties	1,816	1,724	1,724	1,730	6	0.3%
Zone 1	1,680	1,262	1,278	1,216	-62	-4.9%
Zone 2	130	140	138	134	-4	-2.9%
Zone 3	390	1,193	1,169	1,109	-60	-5.1%
Total	4,013	4,319	4,309	4,189	-120	-2.8%

* 53 licenses for Wedgwood Lodge in Zone 1 were not renewed for 2024 due to a remodel

PRIMARY RESIDENCES LICENSE EXEMPT FROM THE REGULATORY FEE

	2022	2023	2024
Zone 1	10	12	13
Zone 2	3	4	4
Zone 3	31	30	30
Grand Total	44	46	47

*The exempted licenses have a limit of 21 days of rentals per year

WAITLISTS DETAILS

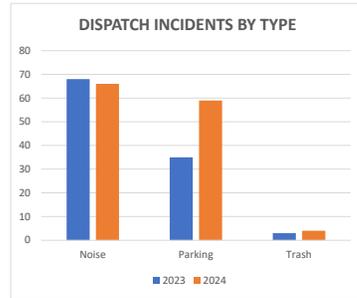
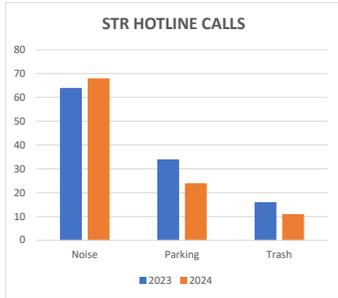
	Allowed Licenses	2023			2024		
		Active Licenses Dec-23	Available Licenses Dec-24	Waitlists Jan-24	Active Licenses Dec-24	Available Licenses Dec-24	Waitlists Jan-25
Resort Properties	1816	1724	92	0	1730	86	0
Zone 1	1680	1278	402	0	1216	464	0
Zone 2	130	138	-8	16	134	-4	18
Zone 3	390	1169	-779	140	1109	-719	170

COMPLAINT DATA

STR HOTLINE CALLS		
	2023	2024
Noise	64	68
Parking	34	24
Trash	16	11
TOTAL	114	103

DISPATCH INCIDENTS BY TYPE		
	2023	2024
Noise	68	66
Parking	35	59
Trash	3	4
TOTAL	106	129

DISPATCH INCIDENTS BY SOURCE		
	2023	2024
Citizen calls	97	101
Officer initiated	9	28
TOTAL	106	129





Memo

To: Town Council
From: James Phelps, Public Works Director
Teddy Wilkinson, Sustainability & Alternative Transportation Administrator
Date: 04 Feb 2025 (for 11 Feb 2025 Town Council meeting)
Subject: Zero Emission Priority Procurement Policy

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 type="checkbox"/> Hometown Feel & Authentic Character |
| <input type="checkbox"/> Organizational Need | |

Summary

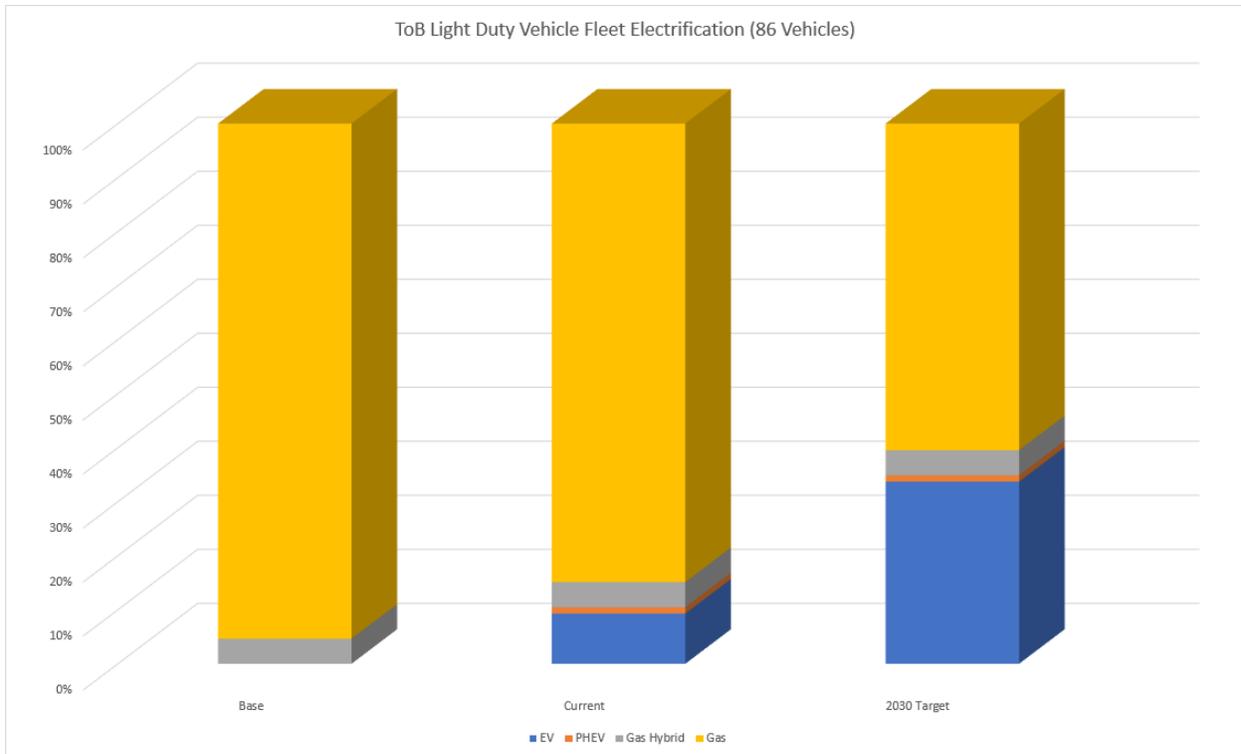
The Town has implemented a *Zero-Emission Priority Procurement Policy*, that applies to all departments and divisions involved in the procurement of Town vehicles, equipment, and power tools. The purpose of this policy is to prioritize the purchase of no or low emission vehicles, equipment, and power tools whenever feasible for municipal operations.

An exemption criterion was included in the policy to provide flexibility to avoid any unintended consequences on the Town's business or operational needs.

Background

With *Stewardship* as one of our Core Values, the Town of Breckenridge is committed to reducing greenhouse gas emissions and protecting our natural environment. In 2019, the Town adopted the [Summit Community Climate Action Plan](#), which established the goal to reduce emissions from the transportation sector by 25% by 2030, and 91% reduction by 2050. In 2021, the [Summit County EV Readiness Plan](#) was adopted with the goal of increasing the market share of electric vehicles (EVs) on the road in our community. These goals were incorporated into the more comprehensive [SustainableBreck Plan \(2022\)](#), which explicitly recommended the Town adopt an "EV-First policy." All three of these adopted plans call for municipal fleets to incorporate EV transitions into fleet vehicle replacement schedules. As such, this policy establishes guidelines for prioritizing the procurement of no or low emission vehicles, equipment, and power tools for the Town of Breckenridge's operations.

Currently, the Town operates 7 EVs and 1 PHEV within an overall fleet of approximately 86 light-duty vehicles. This progress represents an estimated 8% reduction in GHGs for the Town's light-duty fleet. For the Town of Breckenridge to meet the 2030 target for the transportation sector (25% GHG reduction), the Town is planning to replace 4 vehicles each year by 2030.



To support the on-going fleet electrification efforts, an additional 6 level 2 EV charging ports are planned to be added to the Public Works campus this year.

The Breckenridge Free Ride currently has 5 of 19 buses that are fully electric, with 2 diesel hybrids to be delivered this summer and 2 fully electric GILLIG buses to be delivered in late summer 2026. The Town has also been awarded grant funding for 7 additional electric buses, expected to be phased into the fleet between 2027 and 2030.

Public outreach/engagement

The Town conducted significant public outreach and engagement in the development of the SustainableBreck Plan (2022) that recommended this policy as a strategy.

Financial Implications

EV-replacements this year have already been accounted for in the current 2025 budget and no additional funds are being requested at this time.

Equity Lens

Staff consulted the Equity Lens during the development of the *Zero Emission Priority Procurement Policy*, and determined that the policy helps to advance more equitable and inclusive outcomes by reducing air pollution and greenhouse gas emissions.

Staff Recommendation

No action is being requested by the Town Council currently. This memo is intended as an informational update regarding the Town’s new *Zero Emission Priority Procurement Policy*.



Town of Breckenridge Policy Title:	Zero Emission Priority Procurement Policy
Effective Date:	January 1, 2025

Scope: This policy applies to all departments and divisions that are involved in the procurement of Town vehicles, equipment, and power tools.

Purpose: The purpose of this policy is to prioritize the purchase of no or low emission vehicles, equipment, and power tools whenever feasible for municipal operations.

With *Stewardship* as one of our Core Values, the Town of Breckenridge is committed to reducing greenhouse gas emissions and protecting our natural environment. In 2019, the Town adopted the [Summit Community Climate Action Plan](#), which established the goal to reduce emissions from the transportation sector by 25% by 2030, and 91% reduction by 2050. These goals were formally adopted by the Town Council in the 2022 SustainableBreck Plan. In 2021, the [Summit County EV Readiness Plan](#) was adopted with the goal of increasing the market share of electric vehicles (EVs) on the road in our community. All three plans include the strategy for municipal fleets to incorporate EV transitions into fleet vehicle replacement schedules. As such, this policy establishes guidelines for prioritizing the procurement of no or low emission vehicles, equipment, and power tools for the Town of Breckenridge’s operations.

Statement of Policy:

All vehicles, equipment, and power tools purchased by the Town of Breckenridge shall be electric, plug-in hybrid electric, hybrid-electric, or use an alternative fuel, unless the Department requesting the vehicle, equipment, or power tool has submitted a request and been granted an exemption. (see exemption waiver criteria below).

Zero emission vehicles, equipment, and power tools are priority purchases, followed by low emission vehicles, equipment, or power tools. Vehicle, equipment, and power tool procurement should be prioritized following this hierarchy:

- A. Battery-electric: A vehicle, equipment, or power tool that is powered by electric motors and is powered exclusively by an onboard battery pack.
- B. Plug-in hybrid: A vehicle, equipment, or power tool that is powered by an onboard battery that can be charged from an external power source and has an onboard internal combustion engine.
- C. Hybrid: A vehicle, equipment, or power tool that is powered by an onboard battery recharged solely through onboard systems and has an internal combustion engine.
- D. Alternative fuel: A vehicle, equipment, or power tool that is powered by an internal combustion engine that is capable of running an alternative fuel such as biodiesel, hydrogen, or other fossil fuel alternative.

Note: Fueling supply and infrastructure requirements and feasibility shall be closely analyzed when considering these options.



Vehicles and equipment that are eligible for replacement will be prioritized for funding based on their age, meter reading, overall condition, and work purpose. Low use vehicles should be phased out of the fleet or replaced by sharing vehicles, rentals, or utilizing available alternative transportation modes.

Whenever possible, consideration should be given to the make and model of the vehicle or equipment to limit the diversity of parts, supplies, vendors, technical system knowledge, and manufacturers associated with the vehicle, equipment, or power tools.

Exemption Waiver Criteria

Departments may request an exemption waiver from the vehicle, equipment, and power tool replacement priorities as defined above on a case-by-case basis. All exemption waivers shall require approval as part of the Vehicle/Equipment Request form.

A vehicle, equipment, or power tool purchase or replacement may be eligible for exemption from the priorities stated above if it meets one of the following criteria:

- A. Vehicle and equipment priority options do not exist, or the wait time for such options would significantly negatively impact Town of Breckenridge business and operations. An exemption will be considered if the estimated wait time is one year or more from the date the requested equipment or vehicle is needed.
- B. Vehicle and equipment priority options exist, but they do not meet the operational requirements of the vehicle or equipment being replaced.
- C. Vehicle and equipment priority options exist, but are cost prohibitive. In general, if the cost is 50% or more than an internal combustion option, it may be deemed cost prohibitive.
- D. Vehicle and equipment priority options exist, but the installation of charging or fueling infrastructure, or access to a charger or the fuel type, is technically infeasible.

Review & Approval Summary

Review/Revision Dates	
Dates in parentheses include review but no revisions:	
Approval Body: Town Manager	Approval Date:



Memo

To: Town Council
From: Chris Kulick, AICP, Planning Manager
Date: 2/5/2025 (for 2/11/2025)
Subject: Cucumber Creek Estates Extended Vesting Request Worksession

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 type="checkbox"/> Organizational Need | |

Summary

Christie Heights Partnership (“CHP”) is requesting a Development Agreement to Extend the Vesting of Development Permit #2016-040, “Cucumber Creek Estates Master Plan” (Exhibit A), for an additional three years from its current expiration date (January 9, 2026) to January 9, 2029. CHP’s remaining ownership, represents the balance of the undeveloped property at Cucumber Creek, consisting of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018, under Reception No. 1172546 (Exhibit B).

A Development Agreement is a document which allows the Town to obtain certain commitments or public benefits which would not otherwise be lawfully allowed. In exchange, the agreement provides for some benefits to the applicants, which are not otherwise allowed by adopted codes. Development Agreements require “public commitments”. In consideration for the additional vesting, the applicants will commit to the continuation of the lease of the remainder of undeveloped property to the Town of Breckenridge for trail-based recreation, until such time as the Tract is developed. CHP (Lessor) entered into a Lease (Exhibit G) with the Town of Breckenridge (Lessee) on October 25, 2018, for the remainder of its undeveloped property. During a previous Development Agreement related to this property that is described in more detail below, the applicants provided a more substantial commitment, selling the adjacent 23.33 Tract A, Christie Heights #2 parcel to the Town at a significantly below market rate price. This sale allowed the Town to preserve critical wildlife habitat and sensitive fen wetlands that constitute a significant portion of Cucumber Gulch Preserve.

Background

Cucumber Creek Estates was first approved on April 14, 1998, as a subdivision with 24 single-family homesites over 35 acres of land (Exhibit F). The original subdivision was very contentious because many of the lots were located in what is today the Cucumber Gulch Preserve and would have had a significant impact on the Gulch’s sensitive riparian habitat.

On February 2, 2000, the applicants entered into a Development Agreement with the Town that allowed the Cucumber Creek Estates vesting to be extended by 18 months. This additional time allowed the Town to enter into a contract on September 26, 2000, with the applicants to purchase 23 acres of the original site’s most sensitive land in Cucumber Gulch for open space at below market value. After the purchase agreement was completed, the first in a series of modifications to the subdivision was completed. This first subdivision approved on November 28, 2000 (recorded on January 31, 2001), split the original site into four properties (Exhibit E), Tract A, 23.33 acres (Town owned open space), Tract B, 9.24 acres (Cucumber Creek Estates development sites), Tract C, 0.33 acres, (Town owned Nordic Center

1

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

property) and Tract D, 1.29 acres (Town owned Nordic Center property). Shortly after the first subdivision, a second resubdivision was approved that included a plan for the newly created Tract B that consisted of 11 single-family lots, a 0.71 acre development site, "Parcel A", with 11 SFEs to be used as a Nordic Lodge or Bed and Breakfast, and 13 additional SFEs assigned to the Open Space Tract A (Exhibits C&D). This resubdivision was approved on January 23, 2001 and was granted 15 years extended vesting. The vesting for the resubdivision was further extended until January 9, 2021 on February 28, 2012, however, the subdivision was never recorded.

More recently, a revised Master Plan for Tract B (Exhibit A), (resubdivided as Tracts A, B, D, E and F Cucumber Creek Estates Subdivision) was approved on May 10, 2016. The Master Plan allowed for the development of six, approximately ½ acre, single-family lots, five clustered single-family lots, and 12 duplex residences. The Master Plan also established density and building height limitations. After this approval, a Development Agreement to extend the Master Plan's vesting until January 9, 2026 was approved (Exhibit H). No additional public commitments were required through this Development Agreement in exchange for the extended vesting "because the extension of the vested property rights will encourage the developer to delay the development, and therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time". To date, all but the six single-family lots specified for the 3.01-acre Tract A of Cucumber Creek Estates have been developed.

Public outreach/engagement

Staff has not engaged in any community outreach related to this request. The applicants have discussed the proposal with the operators of the adjacent Nordic Center, the Dayton family, who have provided a letter of support that is included in the packet.

Financial Implications

Staff anticipate work on the Development Agreement in the short-term will result in additional staff time dedicated to the topic from the Planning Division. The financial implications of this Development Agreement request should be offset by the application fee.

Equity Lens

Related to the Town's Equity Blueprint and corresponding Equity Lens, this policy does not directly further any of the Town's equity goals since it pertains to extending the vesting of an approved single-family neighborhood that will be among the Town's most expensive. Neither of the potential possible outcomes, including no action or extending the Master Plan's vesting, will likely have any impact related to the four overarching goals of the Equity Blueprint and six filters of the Equity Lens.

Staff Recommendation

Staff looks forward to receiving Council direction on this request and will be available on Tuesday to answer any questions.

**Christie Heights Partnership
PO Box 1605
Breckenridge, CO 80424**

January 29, 2025

VIA EMAIL (chrisk@townofbreckenridge.com)

Mr. Chris Kulick
Department of Community Development
Town of Breckenridge
PO Box 168/150 Ski Hill Road
Breckenridge, CO 80424

Dear Chris:

Christie Heights Partnership (“CHP”) is requesting that the Development Agreement for Extended Vesting of Development Permit #2016-040 be extended for three years from its current expiration date of January 9, 2026 to January 9, 2029. This Agreement was recorded August 22, 2016 under Reception No. 119421 (attached) between Christie Heights Partnership and the Town of Breckenridge for Cucumber Creek Estates.

Christie Heights Partnership’s remaining ownership, which represents the balance of the undeveloped property at Cucumber Creek, consists of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018 under Reception No. 1172546 and is attached for your review.

CHP (Lessor) entered into a Lease with the Town of Breckenridge (Lessee) on October 25, 2018 for the remainder of its undeveloped property, Tracts A, B, D, E and F Cucumber Creek Estates Subdivision according to the plat recorded June 19, 2018 under Reception No. 1172546. The remaining undeveloped ownership at Cucumber Creek is CHP’s ownership consisting of 3.01 acres, known as Tract A, and is subject to the terms of the attached Lease and continuation of the uses stated below.

Paragraph 5 of the Lease, Use of the Property, states:

“The Property may be used by the Tenant only as follows: (a) for hiking, non-motorized biking, and nature programs during the summer months (May through October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April), together with such other uses and programs as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management of the Property, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenants without Landlord’s prior written consent. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant’s use rights provided in the lease, with Landlord’s uses to include, but not limited to, activities associated with maintenance of forest health and planning for development.”

I would like to provide some historical context as to the stewardship and partnership with Christie Heights Partnership and the Town dating back 39 years when it purchased approximately 65 acres west of Park Avenue to the middle of Cucumber Creek:

- CHP dedicated the land to the Town and moved the historic structures to Lomax Placer Gulch Historic Park.
- CHP conveyed to the Town 23.33 acres of land extending to the middle of Cucumber Creek at a price significantly below market value. The sale eliminated the development of 23 single family lots and facilitated the establishment of the Cucumber Creek Preserve.
- For no monetary compensation, CHP conveyed .33 acres to the Breckenridge Nordic Center, which is owned by the Town and leased to the Daytons, and 1.3 acres to the Town allowing for the construction of the Breckenridge Nordic Center and up to 10,000 square feet of improvements.
- CHP was an early proponent of the reduction of home sizes at Cucumber Creek by limiting home sizes to a maximum of 7,500 square feet in 2001. A subsequent reduction in home size was agreed to for the remaining six (6) single family homes allowing for a maximum of 6,200 square feet to be constructed on Tract A as provided for in Plat Note 12 on Plat Reception Number 1172546 dated June 19, 2018.
- CHP transferred 2.5 single family equivalents, along with the Town's 3.0 single family equivalents, allowing the BOEC to construct a third floor of workforce housing at the Wellington office building owned by the Town and leased to the BOEC.

Additionally, we have asked for a letter of support for this request from the Breckenridge Nordic Center.

Thank you for considering Christie Heights Partnership's request that the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates be extended for its remaining ownership, Tract A, for an additional three (3) years to January 9, 2029. We believe the extension will benefit the Town, Christie Heights Partnership and our entire community.

As we discussed, we would like to meet with the Town Council at a work session to discuss the merits of our request. Thank you for your consideration.

Sincerely,



Timothy J. Casey, Partner
Christie Heights Partnership

Attachments

January 2025

To the Breckenridge Town Council
C/O Chris Kulick

I am writing this letter on behalf of the Breckenridge Nordic Center in support of Christie Heights Partnership's request to extend the Development Agreement for Extended Vesting for an additional three (3) years.

The Breckenridge Nordic Center's trails are located within the Cucumber Gulch Nature Preserve and the surrounding neighborhoods of Shock Hill, Christie Heights, White Wolf and Cucumber Creek Estates. There is one final piece of land that is yet to be developed off Cucumber Creek Road. This three-acre parcel (known as Tract A), includes a portion of our trails and backs up to our cross-country and snowshoe trails as well as summer hiking trails at the edge of the Cucumber Gulch Wildlife Preserve. For decades, Christie Heights Partnership has graciously allowed us to use this land for cross country skiing and snowshoeing in the winter months and has allowed the community to use the land for hiking, non-motorized biking and nature programs in the summer months.

It has come to our attention that the development vesting for Christie Heights Partnership expires in January 2026. Christie Heights Partnership is requesting a three-year extension to their Development Permit. An approved extension would be incredibly valuable for us as a trail operator to allow us to provide improved recreational experiences for guests for another three years. It would also allow us time to make plans to move snowshoe trails away from planned construction. An approved extension would be mutually beneficial for the Breckenridge Nordic Center, our guests' experience and the residents of the Summit County community who enjoy these pristine trails in both summer and winter.

In conclusion, we, at the Breckenridge Nordic Center, support the approval of Christie Heights Partnership's request to extend their Development Agreement for Extended Vesting for Tract A for an additional three years.

Sincerely,



Therese and Gene Dayton
Owner Operators
Breckenridge Nordic Center

(970) 389-4641

CUCUMBER CREEK ESTATES

MASTER PLAN Exhibit A

MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES

- A. Professional Design Assistance:**
A Colorado licensed architect is required for all building plans for the Cucumber Creek Development. A Colorado licensed structural and civil/soils engineer is also required for each building design. Image sketches illustrating samples of these Architectural Guidelines are attached to this Master Plan.
- B. Design and Configuration:**
- Each building will be individually reviewed and approved by the Town of Breckenridge through the Class C development review permit process. This will allow input from the Homeowners Association, Community Development Staff, Planning Commission and Town Council to ensure appropriate design.
 - This Master Plan will provide architectural design that will utilize contemporary materials in harmony with the site's natural environment, window patterns and exterior details to make the new homes a product of our modern time.
 - Architectural variability is important to the success of this development. When similar unit types are adjacent to each other, a combination of unique exterior elements will be used to create variety and avoid excessive similarity. Variable exterior elements may include: building massing, roof forms, material variations, deck treatments, outdoor room edges, window patterns, trim patterns and colors.
 - Built units will be roughly based upon the samples of typical unit plans and elevations from the approved Master Plan. The designs should be customized and vary in size.
 - For duplex buildings and clustered single family homes, the minimum separation between buildings, measured from eave to eave or deck to deck, shall be 10 feet.
- C. Building Height and Massing:**
- Building height measurements shall be measured in compliance with the Town of Breckenridge Development Code and shall be a maximum of 32 feet for single family lots, and 35 feet for clustered single family homes and duplex buildings.
 - Building massing shall include terraced edges by utilizing forms that are lower at the sides of each of the buildings. Decks and outdoor rooms with landscaped wall enclosures are encouraged and help break down the scale of the building at the edges.
- D. Exterior Walls:**
- Large, unbroken planes of a single material shall be avoided. Recessed and projecting design elements such as plan offsets, projected cantilevers, plan recesses, bay windows, covered entries, chimneys, or porches, shall be used to break up the wall planes to create architectural visual interest. Plan view offsets of 32" minimum dimension are highly encouraged.
 - Exterior wall materials may be of natural stone, heavy timber, distressed laminated beams, hewn logs, natural wood, painted wood, natural patina shakes, natural colored metal panels, wood shakes, or other materials approved by the Town of Breckenridge. Railings shall be wood, metal or provided within enclosed roof forms. Unnatural materials, as determined by the Town of Breckenridge Development Code, shall not exceed 15% of any one elevation's total surface area.
 - It is encouraged to use secondary colors on accent materials and secondary siding materials. All exterior material colors shall be in a natural palette in compliance with the Town of Breckenridge Development Code.
- E. Roofs:**
- Roof forms shall utilize gable configurations, barrel roofs, flat roofs, shed roofs, hip roofs and other complementary roof forms. Flat roofs may be used as secondary accent forms and should be centrally drained. All drainage should be designed and approved by the consulting civil/soils engineer.
 - Roofs shall be constructed to a Class A Assembly and roofing materials shall be non-reflective metal, heavy rusticated composition shingles, or fire retardant simulated shakes or shingles.
 - When similar residences are side by side, varying roof forms and building geometry are required.
- F. Windows:**
- All homes shall utilize aluminum clad wood windows. Corner windows, clerestory windows and geometric accent muntin patterns are encouraged.
 - When similar residences are side by side, varying window patterns are required to make each building unique.
- G. Entries and Exterior Doors:**
- In duplex buildings, garage door locations shall alternate between front-load and side-load configurations where possible. Doors shall have glazed panels and be wood clad. Patterns shall vary.
 - Entry and garage doors shall be arranged and separated to convey the feeling of custom single family residences where applicable.
- H. Exposed Metal, Chimneys, Flues:**
- All exposed metals such as fascia flashings, beam flashings, cap flashings, wall flashings, wall vents, roof vents, metal enclosures, flues and chimneys shall be of a non-reflective approved color and non-reflective. Exposed flue pipes are allowed if cleanly detailed and painted a dark non-reflective color to match the roof color.
 - When similar residences are side by side, variation of metal elements, chimneys, vents and/or flues are required.
- I. Minimum and Maximum Square Footages:**
- No duplex building's total density (total of both sides of a duplex buildings) shall exceed 5,000 square feet. (Garages are counted as mass and do not count toward the density.)
 - Built units are allowed to be customized and vary in total density by plus or minus 10%.
 - The total finished areas for the development shall not exceed the following totals: Maximum Density = 84,700 Square Feet
Maximum Mass = 101,640 Square Feet
- | Density Mass Total | Density | Mass |
|---|---------|---------|
| Units in duplex buildings (12 units) | 30,000 | 36,000 |
| Clustered single family homes (5 homes) | 17,500 | 21,000 |
| Single Family (6 homes @ 6,200 sq.ft.) | 37,200 | 44,640 |
| Total | 84,700 | 101,640 |
- Areas below grade do not count as density or mass as defined by the town code as follows: Square footage provided in living and non-living spaces that have a top plate or calling which is buried within two feet of finished grade, shall not count as mass or density. The mass and density allocations per unit type have been allocated as follows.
- | | Density | Mass |
|-----------------------------------|---------|-------|
| Each units in duplex building | 2,500 | 3,000 |
| Each clustered single family home | 3,500 | 4,200 |
| Each Single Family | 6,200 | 7,440 |
- Each unit shall not exceed the allocated density and mass noted above by more than 10%. In no case shall the total density and mass for each of the three categories noted above be exceeded.
- J. Landscaping:**
All plantings shall comply with the Town of Breckenridge's Development Code Requirements. Boulder walls shall be minimized in scope and, where provided, landscaped and terraced in four-foot maximum height. All boulder walls shall be stacked horizontal (sloam type) stones. All decorative boulders shall be buried by at least 50%.
- K. Changes and Future Additions:**
A Colorado licensed architect is required for all proposed building changes and future additions. No work shall be undertaken (other than routine maintenance and repair) which will result in changes in the exterior appearance, including painting and staining, without prior written approval of the Homeowners Association, Architectural Committee appointed by the Homeowners Association. In addition, a Development Permit from the Town of Breckenridge may be required.
It may be possible for homeowners to provide additions and/or modifications to individual units as long as approval is obtained from the Homeowners Association and there is remaining density on the overall project. Written approval of the Homeowners Association is required to include allocation of the density/mass prior to application to the Town for development permit review. Additions and modifications shall strictly adhere to these guidelines. Allocation and fees to acquire this density is at the discretion of the developer and the Homeowners Association.
- L. Covenants, Codes and Restrictions:**
These guidelines shall be incorporated into the project Covenants, Codes and Restrictions, and the Homeowners Association Architectural Guidelines as appropriate.

BUILDING ENVELOPE AREAS

LOT	AREAS
SF 1	9,655
SF 2	6,114
SF 3	9,491
SF 4	7,365
SF 5	11,864
SF 6	11,022
5 CLUSTERED SINGLE FAMILY HOMES	38,296
12 UNITS IN SIX DUPLEX BUILDINGS	61,700

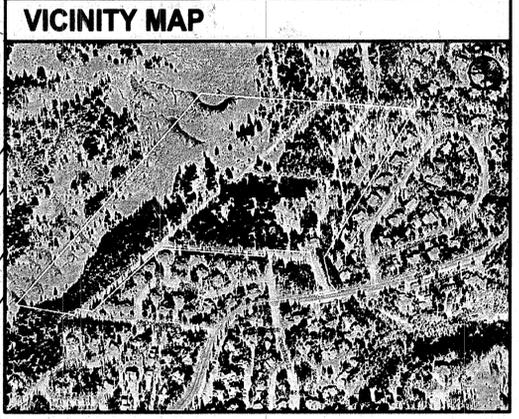
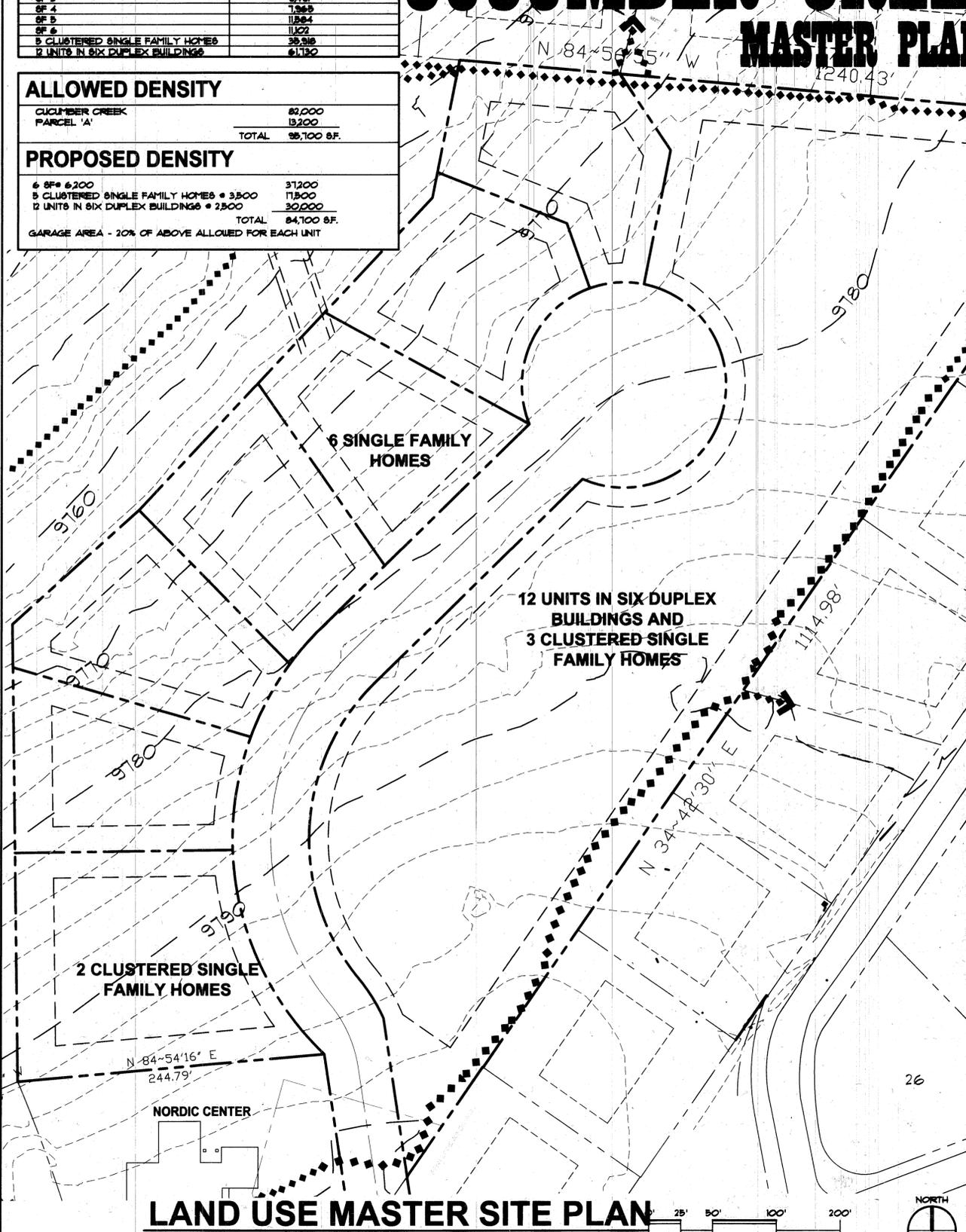
ALLOWED DENSITY

CUCUMBER CREEK PARCEL 'A'	82,000
TOTAL	98,700 SF.

PROPOSED DENSITY

6 SF @ 6,200	37,200
5 CLUSTERED SINGLE FAMILY HOMES @ 3,500	17,500
12 UNITS IN SIX DUPLEX BUILDINGS @ 2,500	30,000
TOTAL	84,700 SF.

GARAGE AREA - 20% OF ABOVE ALLOWED FOR EACH UNIT



MASTER PLAN CERTIFICATE

A master plan is governed by and is subject to Policy 39 (Absolute) of the Breckenridge Development Code, Chapter 1 of Title 9 of the Breckenridge Town Code, as amended from time to time. Although a master plan is a site specific plan as that term is defined by law, a master plan is only a general, conceptual plan for the future development of the subject property. The approval of a master plan is not the Town's final approval for the development of the subject property. Approval to actually develop the subject property requires one or more further site specific approvals from the Town in the form of additional development permit(s) issued pursuant to the Town's Development Code, as well as the issuance of any required permits under the Town's building and technical codes.

The provisions of this Master Plan are binding upon the owner and all subsequent owners of all or any portion of the real property which is the subject of this Master Plan in accordance with and subject to the terms and conditions of the Town of Breckenridge Development Code.

Interested parties should check with the Town of Breckenridge Department of Community Development to determine the duration of the vested property rights for the approved master plan, as well as the duration of the approved master plan.

The Master Plan may be amended, abandoned, or withdrawn only in accordance with the applicable provisions of the Town of Breckenridge Development Code.

Approval of this Master Plan is no assurance that the subject property will ultimately be developed in the manner described in the approved Master Plan. Interested persons should obtain and review copies of all future site specific development permits, subdivision plans, other Town-issued land use approvals, and applicable title information for the subject property before deciding to purchase or invest in any of the real property that is subject to this Master Plan.

Owner: Christie Heights Partnership Date: 12/28/16
 Director of Community Development: [Signature] Date: 1/16/17

REVISIONS:

JOB NO: 39802
 DATE: 11/20/16
 DRAWN BY: J PAULAK
 CHECKED BY: M HOGAN

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MASTER PLAN FOR RECORDS: 11/20/16
 10/19/16 CLARIFICATIONS
 12/21/16 FINAL

bhh Partners
 P.O. BOX 831 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6860

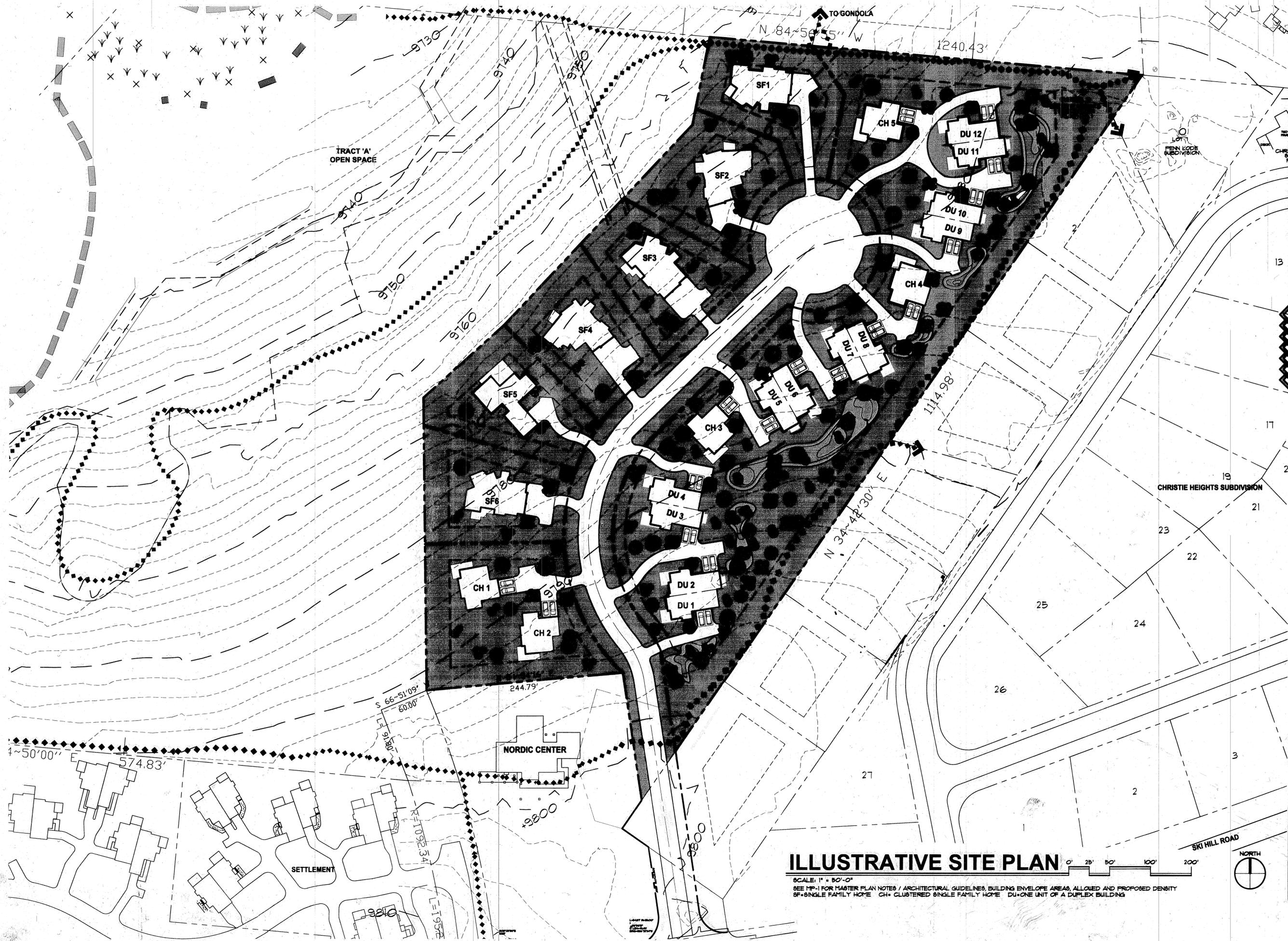
CUCUMBER CREEK ESTATES

BRECKENRIDGE, CO

© 2016

SHEET NUMBER:
MP-1
 OF: 2

Notice of MP recorded @ Reception No. 1130683 (12/29/2016)



REVISIONS:

JOB NO: 598-02
 DATE: 11/20/16
 DRAWN BY: J PAULLAK
 CHECKED BY: M HOGAN

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13 MASTER PLAN FOR RECORD: 11/20/16
 10/19/16 CLARIFICATIONS
 12/21/16 FINAL

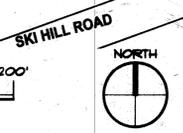
bhh Partners
 P.O. BOX 891 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 463-6680

CUCUMBER CREEK ESTATES
 BRECKENRIDGE, CO

© 2016
 SHEET NUMBER:
MP-2
 OF: 2

ILLUSTRATIVE SITE PLAN

SCALE: 1" = 50'-0"
 SEE MP-1 FOR MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES, BUILDING ENVELOPE AREAS, ALLOWED AND PROPOSED DENSITY
 SF= SINGLE FAMILY HOME CH= CLUSTERED SINGLE FAMILY HOME DU= ONE UNIT OF A DUPLEX BUILDING



CUCUMBER CREEK ESTATES SUBDIVISION

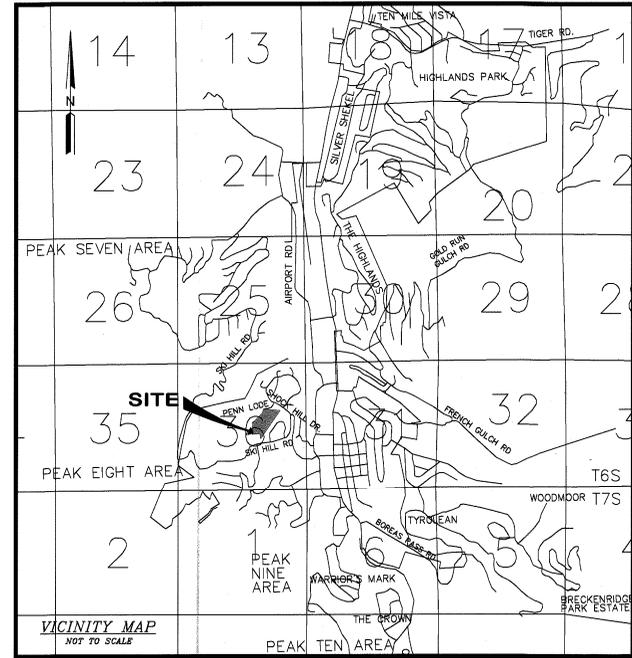
LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN

TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

Exhibit B

PLAT NOTES

- Date of Survey: November 30, 2018.
- Basis of Bearing: Line 6-7 of the Cucumber Patch Placer, MS 2630 as shown on the plat of Christie Heights Subdivision Filing No. 2, bearing N 34°44'30" E, a distance of 1,115.14 feet.
- NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, or, to elect, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification.
- By acceptance of a deed to property burdened or benefited by easements described in notes set forth herein, the owners of such property agree to indemnify and hold harmless the Declarant and its respective successors and assigns from any liability pertaining to the use of such easements and further agree to use the easements in a safe and reasonable manner which does not unreasonably interfere with the rights of the other owners of property shown herein.
- The real property shown on this Plat is subject to the Master Plan approved by the Breckenridge Town Council on May 10, 2016, notice of approval of which was filed in the records of the Summit County Clerk and Recorder on December 29, 2016 at Reception No. 1130683, as amended from time to time (the "Master Plan").
- As part of its future development, Declarant, its successors or assigns may subject the real property within Cucumber Creek Estates Subdivision, or portions thereof, to one or more declarations of covenants, conditions, and/or land use restrictions. Any such declaration shall be recorded in the records of the Summit County, Colorado Clerk and Recorder.
- Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, and to the Xcel Energy Company, Xcel Communications and Comcast Cable, together with their respective successors and assigns perpetual, non-exclusive easements in through and under that portion of the property designated on this Plat as an easement containing the word "Utility" in its descriptive name, which easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing aboveground and underground transformers and other underground facilities necessary for the provision of electricity, gas, telephone, water and cable television services. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with such dedication and public use of these easements and any facilities associated therewith, including without limitation, liability associated with design, maintenance and repair of such easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such easements, and the right to assign such right to a property owners association created for the property or any portion thereof (an "Association") for the purpose of protecting owners' rights to peaceful enjoyment of their property.
- Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Upper Blue Sanitation District, subject to the reserved rights of Declarant herein set forth, perpetual, non-exclusive easements in, through and under that portion of the property designated on this Plat as an easement containing the word "Utility" or "Sewer" in its descriptive name, (each a "Sewer Easement" and collectively, the "Sewer Easements") which Sewer Easements may be used for the purpose of constructing, operating, maintaining, repairing and replacing between such Declarant and the Upper Blue Sanitation District, Declarant is hereby released from any liability associated with the use of such Sewer Easements, including without limitation, liability associated with the design, construction, maintenance and repair of underground sewer facilities thereon. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Sewer Easements and the right to assign such right to an Association, but such restrictions shall not apply in the event of an emergency as reasonably determined by the Upper Blue Sanitation District.
- Declarant hereby reserves itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual, non-exclusive easements in, through and under those portions of the property designated on this Plat as an easement containing the word "Drainage" in its descriptive name, (each a "Drainage Easement" and collectively, the "Drainage Easements"), which Drainage Easements may be used solely for the purpose of constructing, operating, maintaining and repairing drainage facilities and storage of water from other lands. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement between such Declarant and the Town of Breckenridge, Declarant is released from any liability associated with such dedication and public use of these Drainage Easements and any facilities associated therewith, including without limitation, liability associated with the design, maintenance and repair of such Drainage Easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Drainage Easements and the right to assign such right to an Association, for the purpose of protecting owners' rights to peaceful enjoyment of their property.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual non-exclusive easements in, over and through those portions of the property designated on this Plat as an easement containing the words "Public Trail" in its descriptive name, (each a "Public Trail Easement" and collectively, the "Public Trail Easements"), which easement may be used for pedestrian, bicycle and Nordic ski traffic and the construction, repair and maintenance of trails suitable for such use. No motorcycle, motorbike, snowmobile, golf cart or other motorized vehicle shall be permitted on such Public Trail Easements, other than motorized vehicles reasonably necessary for the operation, maintenance, repair and replacement of the Public Trail Easements, specifically including Nordic ski grooming and maintenance vehicles. No horses or similar animals, whether being mounted or unmounted, are permitted on such Public Trail Easements. Declarant is hereby released from any liability associated with such dedication and public use of the Public Trail Easements, including without limitation, liability associated with construction, maintenance and repair of such easement. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Public Trail Easements and the right to assign such right to an Association for the purpose of protecting the owners' rights to peaceful enjoyment of their property.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, in fee simple, for public use, the Road (that portion of the property designated on this Plat as "Cucumber Drive") which may be used for the purpose of constructing, operating, maintaining, repairing and replacing public roadways, drainage facilities, utilities and ingress and egress over the Road. Except for the obligations of Declarant pursuant to the Subdivision Improvement Agreement between Declarant and the Town of Breckenridge, upon acceptance of the Road by the Town of Breckenridge, Declarant shall be deemed released from any liability associated without limitation, liability associated with the design, construction, maintenance and repair of the Road.
- The total square footage of the improvements to be constructed within the Cucumber Creek Estates shall not exceed the following:
 - Site Single Family Homes to be constructed on Tract A: 6,200 sq. ft. per home.
 - Site Clustered Single Family Homes to be constructed on Tracts B through E: 3,500 sq. ft. per home.
 - Twelve Duplex Homes to be constructed on Tracts B through E: 2,500 sq. ft. per home.
 Maximum densities are not guaranteed to fit onto each Lot or Disturbance Envelope for which they are proposed. There may be Lots where the maximum allowable density may not be achievable due to application of the Town of Breckenridge Development Code design standards or because of existing natural features or the specific building sites.
- The Clustered Family Homes and Duplex Homes shall be constructed on Tracts B through E within the dashed line on the Plat labeled "Site Disturbance Boundary". All building improvements and excavation must be contained within the Site Disturbance Boundary. Private driveways and the retaining structures associated with the construction of private driveways, utility lines, landscaping, drainage and entry walks to residences are permitted outside the Site Disturbance Boundary. Except in connection with any of the foregoing, tree cutting outside the Site Disturbance Boundary is prohibited unless otherwise approved by the Declarant and the Town of Breckenridge.
- Any development permit for a Single Family Home upon Tract A shall include a building or disturbance envelope reasonably acceptable to the Town of Breckenridge and Declarant.
- Nothing contained in these Plat Notes shall restrict the Town of Breckenridge from reasonable use of the easements granted to it herein. In the event of an emergency, as reasonably determined by the Town of Breckenridge, (free from restrictions on the time and manner of use of such easement imposed by Declarant, if any).
- Declarant hereby reserves to itself and its contractors, subcontractors, agents, successors and assigns a perpetual, non-exclusive easement over, under and through each Tract and all other areas of Cucumber Creek Estates designated on this Plat for the purpose of access, ingress, egress, lay down and other activities reasonably necessary or desirable to facilitate the construction, installation, repair and maintenance of all infrastructure, improvements and utilities now or hereafter constructed or required to serve any part of Cucumber Creek Estates Subdivision or other property now or hereafter owned by Declarant. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with the use of such easements.
- Declarant hereby grants, dedicates and conveys to the Town of Breckenridge a perpetual, non-exclusive easement upon, across and over those portions of the property designated on this Plat as an easement containing the words "Snow Storage" in the description thereof which easements may be used solely for the storage and stacking of snow and related uses.
- This Plat does not constitute and shall not be construed as a title search, report, opinion or finding by the surveyor. This Plat is based in part on Land Title Guarantee Company of Summit County commitment for Title Insurance issued under File No. M20180632.



STATE OF COLORADO }
COUNTY OF SUMMIT }
TOWN OF BRECKENRIDGE } ss

I hereby certify that this instrument was filed in my office at 1:37 P.M. this 19th day of June, 2018, and is duly recorded.

Dorothy
Town Clerk

TOWN OF BRECKENRIDGE CERTIFICATE

This plat is approved this 19th day of June, 2018.

TOWN OF BRECKENRIDGE

By: *Pat Carls*
Director, Department of Community Development

Public notice is hereby given that the Town of Breckenridge hereby accepts all of the offers of dedication made by this plat. However, such acceptance does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by the Town.

Until such roads and rights of way meet Town road specifications and are specifically accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights of way are the sole responsibility of the owners of the land embraced within this subdivision.

NOTE: The Town Certificate on any subdivision plat may be executed by the Director of the Department of Community Development, or any Assistant Director.

OWNER'S CERTIFICATE

Know all men by these presents: that Christie Heights Partnership, a California General Partnership ("Declarant"), being sole owner in fee simple of the real property situated in Section 36, Township 6 South, Range 78 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado and being more particularly described as follows:

Tract B as described on the Plat of Christie Heights Subdivision, Filing No. 2 filed under reception number 644114 on January 31, 2001 in the records of the Summit County, Clerk and Recorder,

containing 8.24 acres, more or less, has laid out, subdivided and platted the same into tracts, lots, right of way and easements as shown hereon under the name and style of CUCUMBER CREEK ESTATES SUBDIVISION, and does hereby set apart and dedicate to the perpetual use of the public the pieces and portions of the land designated as right of way and easements for the installation and maintenance of public roads, utilities, drainage and trails pursuant to the plat notes.

IN WITNESS WHEREOF, Timothy J. Casey, General Partner, has caused his name to be hereunto subscribed this 19th day of June, 2018.

Christie Heights Partnership
a California General Partnership
By: *Timothy J. Casey*
General Partner

STATE OF COLORADO }
COUNTY OF SUMMIT }

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by Timothy J. Casey, General Partner,

Christie Heights Partnership, a California General Partnership.

Witness my hand and official seal
MY COMMISSION EXPIRES: 9/22/19

JILL BLOOM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 1984011006
EXPIRES 09/22/2019

Jill Bloom
Notary Public

TITLE COMPANY CERTIFICATE

Land Title Guaranty Company of Summit County does hereby certify that it has examined the title to all lands shown hereon and all lands shown hereon and all lands herein dedicated by virtue of this plat and title to said lands is in the declarator free and clear of all liens, taxes and encumbrances, except as follows:

None

Dated this 19th day of June, 2018.

LAND TITLE GUARANTY COMPANY OF SUMMIT COUNTY

By: *Cynthia Evans*

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of all taxes due and payable as of December 1st, 2018 upon parcels of real estate described on this plat are paid in full.

Dated this 19th day of June, 2018.

Patricia Heston
Summit County Treasurer of Designee



SURVEYOR'S CERTIFICATE

I, Elizabeth K. Schmidt, a Colorado Registered Land Surveyor, do hereby certify that this Plat of Cucumber Creek Estates Subdivision was prepared by me and under my supervision, and that this Plat and the survey are true and accurate to the best of my knowledge and belief and that all monuments were placed pursuant to CRS 38-7-110.

Dated this 19th day of June, 2018.

Elizabeth K. Schmidt
Elizabeth K. Schmidt, PLS NO. 37047



CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT }

I hereby certify that this instrument was filed in my office at 2:19 P.M. this 19th day of June, 2018, and filed under Reception Number 1172546

Kathleen Reed
Summit County Clerk and Recorder
Rachel Allen
Deputy Clerk

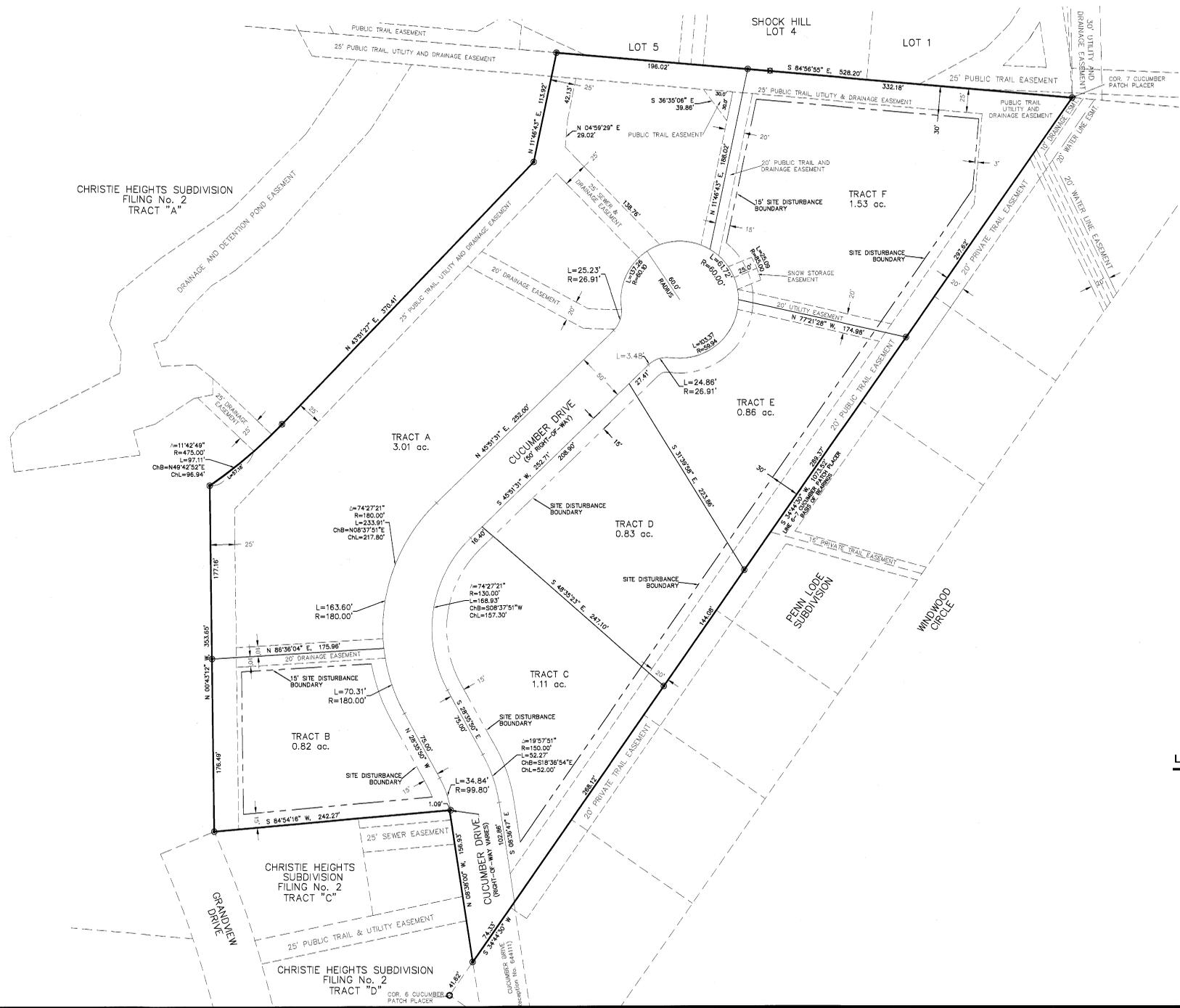
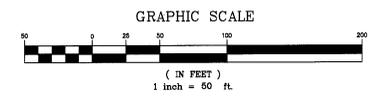
Drawn EKS	Dwg 1985 PL.dwg	Project 1985
Date 6/15/18	Scale 1" = 50'	Sheet 1 of 2

SCHMIDT
LAND SURVEYING, INC.
P.O. Box 5761
FRISCO, CO 80443 970-409-9963

H-108

CUCUMBER CREEK ESTATES SUBDIVISION

LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO



- LEGEND**
- FOUND COPPER WELD MONUMENT
 - ⊗ FOUND REBAR WITH 1.5" BRASS CAP (1967 JWM)
 - SET REBAR MONUMENT WITH CAP (PLS No. 37047)

Drawn EKS	Draw 1985 PLT.dwg	Project 1985
Date 6/15/78	Scale 1" = 50'	Sheet 2 of 2

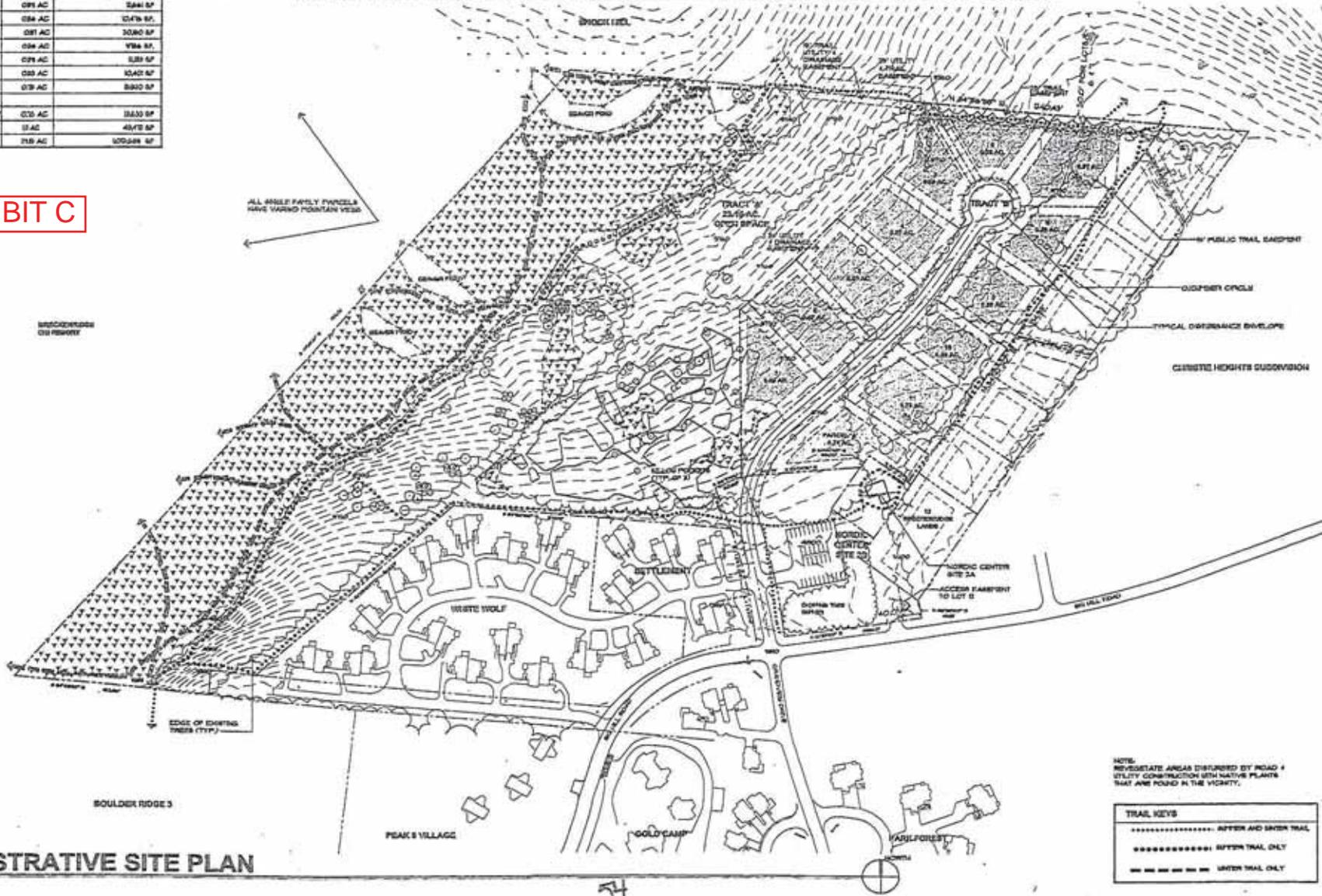
SCHMIDT
LAND SURVEYING, INC.
P.O. Box 3761
FRISCO, CO 80443 970-409-9963

LOT#	USE	LOT SIZE	SETBACK ENVELOPE SIZE
1	SINGLE FAMILY	0.64 AC	3,249 SF
2	SINGLE FAMILY	0.61 AC	3,270 SF
3	SINGLE FAMILY	0.61 AC	3,371 SF
4	SINGLE FAMILY	0.71 AC	3,541 SF
5	SINGLE FAMILY	0.71 AC	3,541 SF
6	SINGLE FAMILY	0.84 AC	4,276 SF
7	SINGLE FAMILY	0.81 AC	4,040 SF
8	SINGLE FAMILY	0.54 AC	2,724 SF
9	SINGLE FAMILY	0.71 AC	3,541 SF
10	SINGLE FAMILY	0.53 AC	2,647 SF
11	SINGLE FAMILY	0.73 AC	3,650 SF
PARCEL A	FUTURE DEVELOPMENT	0.33 AC	1,633 SF
RIGHT OF WAY		1.4 AC	4,512 SF
OPEN SPACE		71.9 AC	3,002,648 SF

CUCUMBER CREEK ESTATES

A RESUBDIVISION OF LOTS 2A, 2B AND PARCEL D, CHRISTIE HEIGHTS, FILING NO. 2, AND PARCEL A, PENN LODGE SUBDIVISION

EXHIBIT C



REVISIONS:
 JOB NO: 58422
 DATE: 03/06/00
 DRAWN BY: EPH
 CHECKED BY: ELS
 THIS DRAWING IS UNCONTROLLED AND SHALL NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

BAKER • HOGAN • HOUX
 ARCHITECTURE & PLANNING / A.L.A./P.C.
 P.O. BOX 911, ADAMS, BRICKENRIDGE, COLORADO 80414 (703) 453-6880
CUCUMBER CREEK ESTATES
 BRICKENRIDGE, COLORADO

NOTE: REVEGETATE AREAS DISTURBED BY ROAD & UTILITY CONSTRUCTION WITH NATIVE PLANTS THAT ARE FOUND IN THE VICINITY.

TRAIL KEYS	
.....	AFTER AND SIDER TRAIL
.....	AFTER TRAIL ONLY
.....	UNDER TRAIL ONLY

SHEET NUMBER:
A-1

ILLUSTRATIVE SITE PLAN

LEASE

THIS LEASE ("Lease") is dated October 15, 2018 and is between CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership, and Cucumber Creek Associates, LLC a Colorado Limited Liability Company, collectively ("Landlord") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Tenant").

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

Tracts A, B, D, E and F, Cucumber Creek Estates Subdivision, according to the plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real property records of the Clerk and Recorder of Summit County, Colorado

(the "Property")

upon the following terms and conditions:

1. Term. The term of this Lease began as of 12:01 A.M. on the date of this Lease, and will continue from time to time until terminated as provided in Section 2.

2. Termination.

2.1 This Lease may be terminated by the owner of any of the Tracts that comprise the Property, in such owner's sole and absolute discretion and without liability for breach of this Lease, upon not less than sixty (60) days' prior written notice of termination to the Tenant given in accordance with Section 23, with a copy to the Summit County, Colorado Assessor; provided, however, that such notice may not be given between September 1 of any year and January 31 of the next calendar year. Such notice of termination shall only apply to Tract(s) described in such owner's notice; this Lease shall continue as to all other Tract(s) until terminated by the owner(s) of such Tract(s) in accordance with this Section 2.1.

2.2 The Tenant may also terminate this Lease, in its sole and absolute discretion and without liability for breach of this Lease, upon not less than thirty (30) days' prior written notice of termination to the Landlord given in accordance with Section 23, with a copy to the Summit County, Colorado Assessor.

3. Rent. The total rent to be paid by the Tenant for the full term of this Lease is One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Landlord.

4. Quiet Enjoyment. Landlord covenants that upon Tenant's payment of the rent and performance of the covenants herein contained Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

5. Use Of Property. The Property may be used by the Tenant only as follows: (a) for hiking, non-motorized biking, and nature programs during the summer months (May through

October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April), together with such other uses and programs as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management of the Property, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenant without Landlord's prior written consent. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant's use rights provided in the Lease, with Landlord's uses to include, but not be limited to, activities associated with maintenance of forest health and planning for development.

6. No Hazard or Nuisance. Tenant will not maintain, commit, or permit the maintenance or commission of any hazard or nuisance on the Property.

7. Taxes. This Lease has been entered into by Landlord and Tenant based on the understanding that the Property will be exempt from general property taxation during the term of this Lease pursuant to §39-3-124(1)(b)(I), C.R.S. Tenant agrees to provide the Summit County, Colorado Assessor (the "*Assessor*") with a copy of this Lease immediately following its signing, and to provide such other information as may be requested by the Assessor with respect to the Assessor's determination of the tax status of the Property. If the Assessor determines that the Property is subject to general property taxation during the term of this Lease, this Lease may be terminated by Landlord pursuant to Section 2.1.

8. Improvements. The Property is leased without any improvements on it. Tenant will make no improvement to the Property without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any improvement built, constructed, or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be removed from the Property at the expiration or sooner termination of this Lease at Tenant's sole cost and expense.

9. Assignment And Sublease. Tenant will not sublet or license the Property or assign this Lease without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, Tenant may sublet or license the Property to the operator of the Breckenridge Nordic Center for its wintertime use in connection with the operation of the Breckenridge Nordic Center without Landlord's consent, provided that such operator must be required to comply with all of the terms and conditions of this Lease and must agree in writing to provide Landlord with the same indemnification as is provided for in Section 8.1 of the License Agreement dated December 7, 2012, and with general liability insurance as required by Section 8.2(a) of such License Agreement.

10. Condition of the Property. Tenant will, at Tenant's sole expense, keep and maintain the Property in a good, clean, sanitary, and safe condition throughout the term of this Lease.

11. Surrender of Property. At the end of this Lease Tenant will surrender the Property to the Landlord in as good a condition as existed at the time of the commencement of this Lease, normal wear and tear excepted. At the end of this Lease Tenant will remove its property from the Property at Tenant's sole cost and expense. Any of Tenant's property not removed from the

Property at the end of this Lease will be considered abandoned and Landlord will have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the property at the expense of the Tenant and Landlord will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

12. Inspection Of Property. Tenant acknowledges that it has inspected the Property and is aware of its geological and topographical condition. Tenant accepts the Property in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. Tenant further agrees that the Property was at the time of the commencement of this Lease in a safe, clean, and tenantable condition.

13. Liens. Tenant will not permit the creation of any lien upon the Property. The indemnification provisions of this Lease apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Property, any mechanic's or other lien, charge or order for the payment of money is filed against the Property, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the filing of such lien.

14. Hazardous Materials. Tenant will not store or permitted the storage on the Property of any type of hazardous or similar material which is regulated by federal, state or local regulation.

15. Tenant Default. Tenant will be in default under this Lease if Tenant fails to comply with any of the terms, provisions or covenants of this Lease within three (3) days following services of a demand for compliance notice by Landlord in accordance with Colorado law. However, if the default cannot be corrected within three (3) days, the Tenant will not be in default if it begins to correct the default within three (3) days of receipt of the demand for compliance notice thereafter corrects the default with due diligence. Service of a demand for compliance notice by Landlord may be made in the manner provided in Section 23 for the giving of notice under this Lease.

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

17. Holdover By Tenant. If Tenant remains in possession of the Property with the consent of Landlord after the expiration of this Lease, then a new tenancy from month to month will be created between Landlord and Tenant that will be subject to all the terms and conditions of this Lease, but will be terminable upon ten (10) days' written notice served by either Landlord or Tenant on the other party.

18. Insurance.

18.1 Throughout the term of this Lease Tenant will procure and maintain general liability insurance with minimum combined single limits of not less than the limits of liability established under the Colorado Governmental Immunity Act (§24-10-101, et seq., C.R.S.), as amended from time to time (the "Act"), which limits are as of the commencement of this Lease \$387,000 for injuries or damages sustained to one person in any single occurrence and \$1,093,000 for injuries or damages sustained to two or more persons in any single occurrence. Such coverages will be procured and maintained with forms and insurers reasonably acceptable to the Landlord. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to Section 21. In the case of any claims-made policy, the necessary retroactive damages and extended reporting periods will be procured to maintain such continuous coverages.

18.2 The general liability insurance policy required by Section 18.1 will be endorsed to include the Landlord as an additional insured. Every policy required above will be primary insurance, and any insurance carried by Landlord is excess and not contributory insurance to that provided by Tenant. Tenant is solely responsible for any deductible losses under any policy required above.

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

Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

AND

Cucumber Creek Associates, LLC
P.O. Box 7
Breckenridge, CO 80424

18.4 Notwithstanding any other portion of this Lease, failure on the part of Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits throughout the term of this Lease will constitute a material breach of this Lease for which Landlord may immediately terminate this Lease.

19. No Waiver Of Governmental Immunity. Landlord acknowledges that Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights,

immunities, and protections provided by the Act, or any other limitation or defense otherwise available to Tenant, its officers, or its employees.

20. Lease Subject To State Law. This Lease is intended to be subject to the terms, provisions and limitations of Article 41 of Title 33, C.R.S., including, but not limited to, the limitations on landowner liability set forth in §33-41-103, C.R.S. This Lease constitutes permission by Landlord for the use of the Property by Tenant, without charge, for recreational purposes as defined by such law.

21. Indemnification. To the extent of the limits of liability for Colorado municipalities established from time to time by the Act, Tenant will indemnify and defend Landlord against all claims, demands, judgments and causes of action (including Landlord's reasonable attorney's fees) arising from Tenant's or the general public's use of the Property pursuant to this Lease; provided, however, Tenant has no obligation to Landlord under this Section 21 to the extent that any such claim, demand, judgment or cause of action through the negligence or intentional wrongful act of Landlord, its agents, employees, partners, officers, contractors, licensees, lessees, successors or assigns, or Landlord's breach of this Lease; and, provided further, that Town's obligations under this Section 21 will in no event exceed the monetary limitations established from time to time by the Act.

22. Attorney's Fees. If a legal action is filed by either party to recover for breach of this Lease, or to enforce a party's rights arising from or in connection with this Lease, the prevailing party will be awarded its reasonable attorneys' fees and costs in such action. For purposes of this section, "**Prevailing Party**" means a party that is awarded, by verdict, judgment, order or award, at least 50% of the highest total damages disclosed or claimed in writing by said party at any time in the action. Should neither party be a Prevailing Party, each party will pay its own costs and fees incurred in connection with the legal action. Should both parties be a Prevailing Party, both will be entitled to recover their reasonable attorneys' fees and costs respectively, as proved by them and determined by the judge.

23. Notices. All notices required or permitted under this Lease will be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Tenant, to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Telecopier number: (970)547-3104
Telephone number: (970)453-2251

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

Timothy H. Berry, Esq.
Timothy H. Berry, P.C.
131 West 5th Street
P. O. Box 2
Leadville, Colorado 80461
Telecopier number: (719)486-3039
Telephone number: (719)486-1889

If intended for Landlord, to:

Christie Heights Partnership
Timothy J. Casey, Managing Partner
P.O. Box 2340
Breckenridge, CO 80424

Telecopier number: (970) 453-5490
Telephone number: (970) 453-2571

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

Stephen C. West, Esq.
West Brown
P. O. Box 588
Breckenridge, Colorado 80424

Telecopier number: (970) 453-0192
Telephone number: (970) 453-2901

AND

Cucumber Creek Associates, LLC
Thomas Begley, Manager
P.O. Box 7
Breckenridge, CO 80424

Any notice delivered by mail in accordance with this Section 23 will have been duly given and received on the third business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section 23 will have been duly given and received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone. Any notice delivered by hand or commercial carrier will be duly given and received upon actual receipt. Either party, by notice given as provided above, may change the address to which future notices may be sent. E-mail is not an acceptable method for giving notice under this Agreement.

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

25. No Partnership. Landlord is not a partner, associate or joint venturer of Tenant in the conduct of its business.

26. Third Parties. This Lease does not grant to any third party (except a party to whom the Tenant may sublease this Lease as provided in Section 9) any right to claim damages or to bring suit, action or other proceeding against the Landlord because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

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

28. Modification. This Lease may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this Lease are not permitted.

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

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

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

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

33. Terminology. wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

34. No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either party based upon authorship.

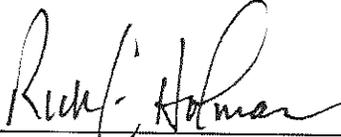
35. No Recording. This Lease is **NOT** to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

36. Binding Effect. This Lease is binding upon, and inures to the benefit of, the parties and their respective successors and permitted assigns.

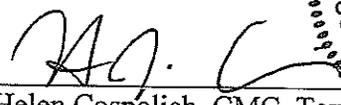
37. Copy of Agreement. Both parties hereby acknowledge receipt of a complete and signed copy of this Lease.

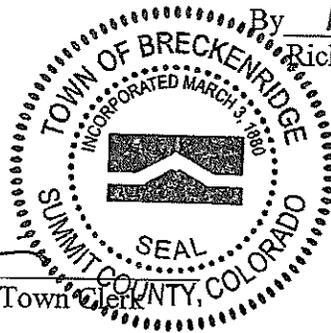
TENANT:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

By: 
Rick G. Holman, Town Manager

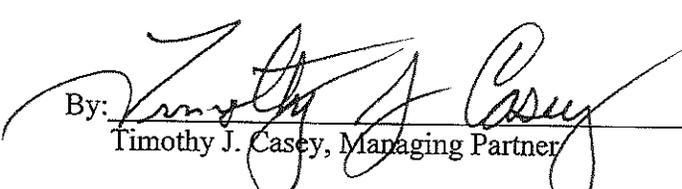
ATTEST:


Helen Cospolich, CMC, Town Clerk

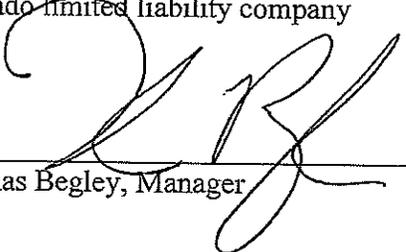


LANDLORD:

CHRISTIE HEIGHTS PARTNERSHIP, a
California general partnership

By: 
Timothy J. Casey, Managing Partner

CUCUMBER CREEK ASSOCIATES, LLC
a Colorado limited liability company

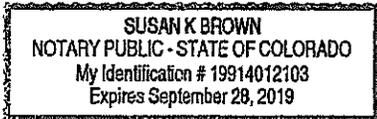
By: 
Thomas Begley, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 31st day of October, 2018 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: 9/28/19.



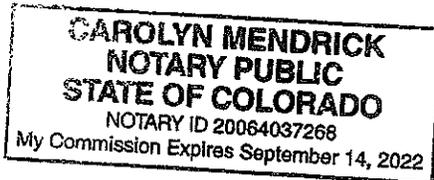
Susan K Brown
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

WITNESS my hand and official seal.

My commission expires: 9-14-2022.



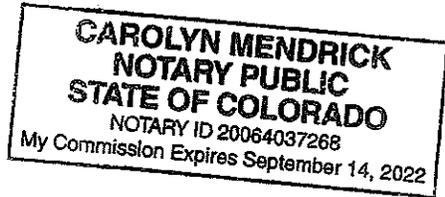
Carolyn Mendrick
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Thomas Begley, Manager of Cucumber Creek Associates LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 9-14-2022.



Carolyn Mendrick
Notary Public



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

DEVELOPMENT AGREEMENT
FOR
EXTENDED VESTING
OF
DEVELOPMENT PERMIT #2016-040
FOR
CUCUMBER CREEK ESTATES

This Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates ("Agreement") is made as of the 19th day of July, 2016 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the "Town") and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the "Developer").

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2,
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001
UNDER RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

("Tract B").

B. Pursuant to Development Permit #2016-040 ("Master Plan Permit"), the Town has approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. Pursuant to the Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado ("Original Agreement"), the vested property rights period for Development Permit # 1998-3-3 for a subdivision plan for Tract B ("Subdivision Permit") will expire on January 9, 2021. As used in this Agreement, the term "vested property rights period" shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

D. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes the Town Council to enter into an agreement with a land owner to provide for a vested property rights period of more than three (3) years.

E. As the result of: the approval of the Master Plan Permit; Developer's need to develop a new subdivision plan for Tract B that is as sensitive as possible to the Town's adjacent Cucumber Gulch open space; the continued desire of the Developer to delay development; and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible, adding five (5) additional years to the current vested property rights period is reasonable.

F. No additional commitments, as 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, are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time.

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

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an expansion of the vested rights to include the Master Plan Permit and an extension of the vested property rights period by five (5) additional years because of Developer's need to develop a new subdivision plan for Tract B, the continued desire of the Developer to delay development, and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. The Town acknowledges and agrees that the Master Plan Permit constitutes a site specific development plan and that it is hereby designated as a site specific development plan.

3. Pursuant to its authority under paragraph K of Section 9-1-17-11 of the Breckenridge Development Code, the Town Council, on behalf of the Town, agrees that the vested property rights period provided for in the Original Permit shall be expanded to include the Master Plan Permit, including any amendments thereto, and shall be extended to January 9, 2026.

4. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein or in the Permit, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to Tract B (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 Agreement. Except to the extent the Town otherwise specifically agrees, any development of Tract B which is the subject of this Agreement shall be done in compliance with the then-current laws of the Town.

5. 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.

6. This Agreement shall run with title to the land and be binding upon and inure to the benefit of Developer, its successors and assigns.

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

8. The Town shall not be responsible for and the Developer shall have no remedy against the Town if development of Tract B is prevented or delayed for reasons beyond the control of the Town.

9. Actual development of Tract B 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.

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

11. The Developer 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 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 intentional act or omission of Developer; any subcontractor of Developer, or any officer, employee, representative, or agent of Developer or of any subcontractor of Developer, or which arise out of any worker's compensation claim of any employee of Developer, or of any employee of any subcontractor of Developer; 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. Developer 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 Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

12. 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.

13. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

14. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Developer; 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 Developer or the acceptance of any improvements.

15. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

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

18. 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:

Rick Holman, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

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

Timothy H. Berry, Esq.
Town Attorney
P.O. Box 2
Leadville, CO 80461

If To The Developer:

Timothy J. Casey
Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

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

Stephen C. West, Esq.
West Brown Huntley PC
P.O. Box 588
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.

19. 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.

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

[Separate Signature Pages Follow]



TOWN OF BRECKENRIDGE,
a municipal corporation
of the State of Colorado

Attest:

Helen Cospolich
Helen Cospolich, Town Clerk

By: Rick Holman
Rick Holman, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this 18th day of August, 2016 by Rick Holman as Town Manager and Helen Cospolich, of the Town of Breckenridge, a Colorado municipal corporation of the State of Colorado.

Witness my hand and official seal,
My commission expires: 9/28/19

SUSAN K BROWN
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 18914012103
Expires September 28, 2019

Susan K Brown
Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: *Timothy J. Casey*
Timothy J. Casey, Managing Partner

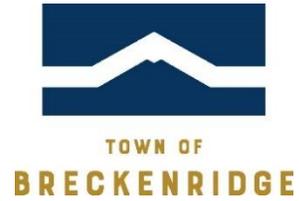
STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

1. The foregoing was acknowledged before me this 18th day of AUGUST, 2016 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

Witness my hand and official seal.
My commission expires: 8/15/20

PATRICIA A. BUTLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924009288
MY COMMISSION EXPIRES 08/15/20

Patricia A. Butler
Notary Public



Memo

To: Town Council
From: Brooke Dunn, Communications and Marketing Coordinator
Chris Kulick, AICP, Planning Manager
Date: February 5, 2025 (for February 11, 2025 work session)
Subject: Neighborhood Preservation Public Outreach Plan

Town Council Goals (Check all that apply)

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

Summary

The Communications and Engagement Division has been working with the Town’s Community Development Department to create a public outreach plan for the upcoming Neighborhood Preservation Policy update. Included in this packet is an outline of the public outreach plan that staff will implement over the next couple of months.

Background

In September 2007, the Town Council expressed concerns about the development of large homes potentially threatening neighborhood character, prompting the creation of a "Neighborhood Preservation Policy" (NPP). Following a two-year planning process and considerable engagement by the community, the Town established density limitations for single-family lots. Recently, the Council asked staff to revisit the 2007 policy in light of ongoing development trends and explore implementing additional design control points such as increasing setbacks, revising building height regulations, and eliminating specific positive point categories. During the January 28, 2025 Council work session, Planning staff was directed to work with the Communications and Engagement Division to create a public outreach and engagement plan.

Public outreach/engagement

The Community Engagement and Planning Divisions have created a public outreach plan (included in this packet) outlining the public outreach and engagement ideas and methods that will be used to request and gather feedback on the potential changes to Neighborhood Preservation Policies.

Financial Implications

Any costs associated with this public outreach effort would be assumed by the Communications and Community Development budgets.

Equity Lens

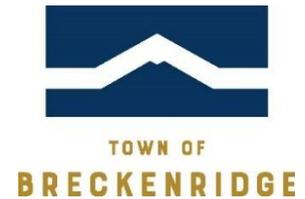
The Communications and Community Engagement Division uses the Equity Lens when creating all communications and marketing initiatives.

Staff Recommendation

Staff is seeking feedback from Council and approval to move forward with the outlined public outreach plan.

1

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



Campaign Objectives

- Gather feedback on policy changes from builders, architects, realtors, and homeowners.
- Inform targeted subdivisions about updates to Neighborhood Preservation Policies.

Target Audience

- Affected Subdivisions: Breckenridge South, Brooks Hill, Christie Heights, Gold Flake, Gold King, Highlands (Filings 1, 2, 3, 4), Peaks, Penn Lode, Sunbeam Estates, Sunrise Point, Trafalgar, Tyra, Warrior's Mark, Warrior's Mark West, Weisshorn, Yingling and Mickles
- Contractors/Builders/Relators/Architects/Designers/Homeowners/Community Members

Tactics

- Email
- Community Meetings

Timeline

Step 1: Feasibility Scoping

Conduct architect input sessions with planning staff
Engage with the Summit Home Builders Association
Conduct Planning Commission work sessions

Step 2: Feasibility Feedback

Present Feasibility Scoping outcomes at Council work sessions

Step 3: Public Outreach

Host open houses for community and industry professionals' input on draft proposal
Organize a virtual open house for part-time residents
Utilize the Community Development email contact list to solicit feedback
Town Council work session report back on public input

Step 4: Public Hearing/Notice Process

Planning Commission work session with proposed code language
Town Council Ordinance process with public hearing

Next Steps:

Review and adjust outreach tactics and timeline based on feedback received.



Memo

To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: February 3 (for February 11, 2025)
Subject: Small Business Assistance

Town Council Goals

- | | |
|---|---|
| <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

During recent employee generation policy worksession discussions, some Council members voiced concern around the cost of opening or expanding a small business in Town due to various required fees. Staff was asked to look specifically at the parking fee in lieu and overall Parking District program as an area to consider for relief.

Before staff works on specific program or policy changes, we wanted to review the general business environment and opportunities that the Town could provide small businesses. This memo outlines goals and some potential methods to achieve those goals.

Background

The Town's heart is our historic downtown; with it's vibrant commercial core home to numerous pedestrian scale storefronts with unique shops and restaurants. The role that small businesses play is an important piece of our community character. In an effort to support those businesses and address Council concerns voiced previously, staff has assembled an outline below of goals and methods for discussion on potential opportunities to support small businesses.

Existing Businesses

Goals:

- Provide a strong environment for local businesses to thrive.
- Cultivate a more supportive environment, including increased communication.
- Explore what businesses consider "missing" or need assistance with.
- Promote existing educational opportunities and support programs for existing businesses to strengthen and/or expand their business.

Methods:

- Send out a business survey with the goal of learning about what business owners perceive as the existing business environment, hardships, suggestions, and other comments they may have.
- Analyze business survey and determined if there are any actions the Town, Breckenridge Tourism Office (BTO) or the Summit Chamber could take. Explore Summit Chamber partnership.
 - Hold Focus Group meetings with business owners.
- Work with Communications team on a communications plan. Consult Social Equity Advisory Commission, BTO, Lodging, and Restaurant Association.
- Explore opportunities for local grant and loan programs for existing or expanding businesses (See Attachment for Examples).

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.

- Promote the Colorado Office of Economic Development and International Trade (OEDIT) loan programs and OEDIT and Colorado Small Business Development Center (SBDC) assistance programs.
- Encourage events/promotion during off seasons in line with Breckenridge brand (e.g. farmers market, air stage).
- Promote SBDC online classes to existing businesses and employees (Spanish online courses and mentor program).

Expanding and New Small Businesses

Goals:

- Offer a welcoming environment.
- Examine barriers to new small business entry.
- Provide clear information for businesses to access in one place.
- Promote existing educational opportunities and support programs for new businesses.

Methods:

- Fee reduction or modification discussion with Town Council:
 - Reduced parking fee- Town Council discussion February/March.
 - PIF payment- Finance and Town Council discussion on if this could have a phased payment plan option.
- Create a “one stop shop” business page on the Town website:
 - Include information for businesses exploring locating or expanding in Breckenridge, including:
 - Finance links, Town codes (signage, employee generation, fees, building permit basics), housing, seasonality, demographics.
 - Link to resources such as SBDC, OEDIT, One Breck. Show information on seasonality.
- Explore local grant and loan programs (See Attachment for Examples).
- Explore a business incubator program.
- Promote SBDC online classes for small businesses, new entrepreneurs, Summit High School (SHS)/Colorado Mountain College (CMC), and Spanish speakers.
- Promote OEDIT loan programs and OEDIT and SBDC assistance programs.
- Explore partnership options with Summit/Breckenridge Chamber and BTO.

Staff has met with the Breckenridge Tourism Office (BTO) and the Summit County Chamber seeking initial feedback on the ideas within this memo. Both the BTO and Chamber are supportive and should some of the items outlined move forward, staff will engage both agencies in further dialogue. For items that can be completed by staff more immediately, staff will work on an implementation and engagement plan after receiving Council direction.

Public outreach/engagement

Staff has met with the Communications and Engagement division. We anticipate that we will be able to roll out a “one stop shop” webpage for businesses by the end of March. This webpage is intended to provide the steps for someone considering opening a storefront in Breckenridge from concept to certificate of occupancy as well as FAQs and links to relevant information including housing, educational opportunities, grants etc. for existing businesses. The Town will promote these resources on social media, CMC, through the BTO’s regular DMMO Download, the Lodging and Restaurant Associations, and staff will work with the Summit School District to reach to the high school counselors and business entrepreneurship class.

Outreach on future opportunities such as grants, code or fee program changes, and a potential business survey would also have a detailed plan that comes before Council at a worksession during the start of their development.

Financial Implications

Staff anticipates potential financial implications could range in scope, depending on methods utilized. Primary costs to the Town for opportunities outlined in this memo would be related to:

- Grants or loan program.

- Reduction in fees.
- Business incubator program.
- Potential partnership with the Summit Chamber.

There are other options such as sales tax relief programs however, staff does not recommend pursuing those at this time as such programs provide the most benefit to larger businesses.

Equity Lens

Staff seek to address business related concerns for those 1) within the existing business community and 2) who seek to open a new small business in Town. The potential programs outlined within this memo are wholly intended to serve our community, including existing local high school and Colorado Mountain College students and underrepresented groups. Programming proposed includes a robust range of options such as a “one stop shop” webpage, fee reductions or modifications, links to existing SBDC educational opportunities, and grant options to make Breckenridge’s environment a business friendly one.

Staff Recommendation

Staff looks forward to Council discussion on small business assistance opportunities and will be available on Tuesday to answer questions. Pending direction provided at this meeting, staff will return with a more detailed program.

ATTACHMENT- Potential Grant Programs

ATTACHMENT

SMALL BUSINESS GRANT/LOANS EXAMPLES

Small Business Program	Purpose	Examples
Capital Grant or Loan Program/Site Enhancement	On site improvements or upgrades to enhance the appearance of the property.	Exterior Lighting, Landscaping, Front Façade improvements, ADA upgrades, Drainage improvements, Signage upgrades, and Art installations.
Sustainability Advancement Grant or Loan	Sustainability related project upgrades and/or services that facilitate resource conservation and environmentally friendly business operations.	Electrification, Composting, Increased construction and demolition costs (for contractor businesses), Materials management software (restaurant).
Community Goal Grant or Loan	A unique business or amenity which reflects the Town Council Goals by enhancing the lives of residents and/or visitors. Could also tie to Destination Management Plan or other criteria.	Teen amenity such as virtual sports center, coffee house game night, etc.
Educational/ Training Grant or Loan	Business related education courses, training or support for business owners or in support of their employees.	Assistance with business plan development, business related classes, language courses, etc.
Emergency Fund Grant or Loan	For unexpected and unusual circumstances.	Assistance with insurance deductible due to property damage, etc.