



TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, May 27, 2025, 12:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89678284254> (Telephone: 1-719-359-4580; Webinar ID: 896 7828 4254).

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

- I. COUNCIL ARRIVAL AND LUNCH (12:00-12:15PM)**
- II. OPEN RETREAT - WELCOME FROM MAYOR OWENS AND RETREAT OVERVIEW (12:15-12:30PM)**
- III. EXECUTIVE SESSION FOR LEGAL ADVICE (12:30-1:00PM)**
- IV. GOAL SETTING (1:00-2:30PM)**
GOAL SETTING
- V. BREAK (2:30-2:45PM)**
- VI. GOAL SETTING (2:45-4:00PM)**
- VII. PLANNING COMMISSION DECISIONS (4:00-4:05PM)**
PLANNING COMMISSION DECISIONS
- VIII. LEGISLATIVE REVIEW (4:05-5:15PM)**
CUCUMBER CREEK ESTATES EXTENDED VESTING DEVELOPMENT AGREEMENT (SECOND READING)
DEVELOPER AGREEMENT FOR RUNWAY NEIGHBORHOOD (FIRST READING)
OVERNIGHT PARKING FEE CHANGES (RESOLUTION)
INTERGOVERNMENTAL AGREEMENT WITH SUMMIT SCHOOL DISTRICT (RESOLUTION)
- IX. MANAGERS REPORT (5:15-5:30PM)**
PUBLIC PROJECTS UPDATE
MOBILITY UPDATE
SUSTAINABILITY UPDATE
HOUSING UPDATE
OPEN SPACE UPDATE

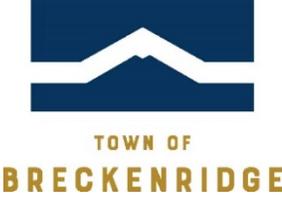
COMMITTEE REPORTS

FINANCIALS

X. OTHER (5:30-6:00PM)

BRECK CREATIVE ARTS AMENDED AND RESTATED FUNDING AND OPERATING AGREEMENT

BRECK CREATE REPORT



Memo

To: Town Council
From: Shannon Haynes, Town Manager
Date: May 20, 2025 (for 5/27/2025 Council meeting)
Subject: Council Retreat – Priority Setting Exercise

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

Everyday our Town staff work towards the four goals Town Council adopted in 2019 as the “Council and Community Goals”. These primary goals and subset objectives inform our day to day operations, capital projects, and annual budget recommendations. Though we are making solid progress on many of these objectives, I would like to develop specific priorities and associated metrics to guide our work for the next one to three years. These priorities will guide our work and provide mechanisms for tracking our progress, which will in turn allow us to update Council regularly.

Background

The Breckenridge Tourism Office began the process of developing a Destination Management Plan (DMP) in 2018. The process involved significant community feedback and engagement through surveys and focus groups. As noted on the BTO website, the plan is intended to be a 10-year road map to accomplish a shared vision, specifically to help ensure economic sustainability while also preserving quality of life for residents and quality of place for visitors.

The plan, setting four goals, was presented to the Town Council at a retreat in early 2019, and was subsequently adopted by the Town Council as their goals. For purposes of Council use, the DMP goals are referred to as the “Council and Community Goals” and are as follows:

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

Utilizing the Council and Community Goals as our starting point, the Senior Leadership Team (SLT) has developed 16 priorities they would like to work on for the next one to three years. Below you will find each adopted goal, its sub-objectives, and the recommended SLT priorities that fall under each specific goal, as well as a goal that doesn’t fit neatly in a category, but we believe is important to the overall function of the organization. Items noted in blue denote recommendations that tie directly to a specific sub-objective and items highlighted in gray reflect a higher SLT priority.

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.

Deliver a Balanced, Year-Round Economy

- Ensure long-term economic viability irrespective of climate conditions by diversifying and amplifying arts, historic, culinary products and experiences on a year round basis
- Attract and retain entry and mid-level workforce
- Fill in need periods
 - Metrics: sales tax revenue, occupancy, visitor mix ratios – more level across 12 months
- Provide reliable and Competitive Broadband services to citizens/businesses/visitors

SLT Recommended Priorities

- Assess the need for an economic development plan to include business support, if needed create a timeline and plan
- Continued Fiber development (Smart Town, Cell Service)

Hometown Feel & Authentic Character

- Protect cultural heritage and National Historic Designation
- Develop more robust peak day management strategy
 - Augment transit services (public and private), increase messaging regarding not using cars in town, reconsider parking fee structure for peak season
- Develop more family oriented programming and events
- 47% of the Breckenridge workforce lives in Town and there is a diversity of housing types and prices for locals (sufficient to preserve the sense of community and support the local economy)
 - Further short-term rental regulation
 - Build out employee housing and rental units/programs
- Ensure access to affordable quality childcare for local working families
- Enhance and develop avenues for citizens to engage with the Town of Breckenridge so they are informed, feel heard, become involved and collaborate to find solutions
 - Create more town hall type events on topical issues for residents, especially targeting young entrepreneurs

SLT Recommended Priorities

- Initiate and complete an update to the Town's Comprehensive Plan – focus to include strategic growth, water supply, and redevelopment
- Develop a plan to improve community outreach in a manner that reaches the entire community and with efforts that include community education opportunities, increased community engagement goals, and the development of new community building opportunities
- Continue to execute housing programs to meet the known community needs and analyze housing gaps and update Housing Blueprint as necessary
- Conduct a SWOT analysis with local childcare facilities and Early Childhood Options (ECO); create an action plan depending on outcomes
- Create a system to track what we do well and create a plan to publicly celebrate our successes, utilize informing decisions on new projects, in the creation of a State of the Town report, etc.
- Develop a plan to ensure consistency in code enforcement, including updates to the Town Code as necessary
- Create a process to ensure Town Staff and Town Council consistently incorporate and apply the Equity Lens Tool in their decision making processes

More Boots & Bikes, Less Cars

- Improve pedestrian access, lighting, safety and use of crosswalks
- Increase public transportation use and buses
- Reduce visitor and resident car traffic by 10%
- Develop and implement a balanced parking and multi-modal transportation plan that preserves the character of the community

SLT Recommendations

- Create a plan for relocation of e-delivery site (temporary and/or permanent) – ties to Hometown Feel & Authentic Character & Leading Environmental Stewardship goals
- Increase parking structure use by 5% per year
- Create 25-year plan for Riverwalk corridor (also Authentic Character & Hometown Feel)

Leading Environmental Stewardship

- Develop cutting edge messaging/programs around responsible tourism and responsible citizenry (this extends beyond environmental issues)
- Improve current recycling programs, usage, and education
- All major events are zero waste by 2024
- Identify and earn appropriate national sustainability certification (LEEDS, etc.)
- Implement action that furthers the Town's efforts towards sustainability and reduction of our community's carbon footprint.
 - Pursue additional energy efficiency requirement for new construction

SLT Recommendations

- Create a development code policy to require or incentivize electrification of all new development
- Develop a plan to expand organizational EV infrastructure to accommodate the increase in Town owned EVs.

Organizational Need

SLT Recommendations

- Work with the BTO to get community feedback from the resident sentiment survey or update to the DMP and review results with Council to determine if the current Community & Council goals are still relevant.
- Town Council is a highly functioning team. Develop a plan for training and activities to reinforce the team atmosphere and enhance and maintain Council norms and cohesion.

Retreat Activities

During the retreat staff will engage in a discussion with the Council around the above stated goals, sub-objectives, and SLT recommendations. The Council will be asked to rank the proposed priorities using an electronic voting tool. For the purpose of voting, Council will see the goals listed as follows:

- Update Town's Comprehensive Plan
- Continue Executing Housing Programs
- Plan for Permanent E-Delivery Site
- Require or Incentivize Electrification in New Development
- Consider Community & Council Goal Revision
- Expand EV infrastructure for Town Vehicles
- Team Atmosphere & Council Cohesion
- Childcare SWOT Analysis & Action Plan
- Economic Development Planning
- Track, Share & Utilize Successes
- Improve Community Outreach
- Continued Fiber development
- Consistent Code Enforcement
- Ensure Use of Equity Lens
- Increase Parking Structure Use
- Create Vision for Riverwalk corridor

After Council has ranked the priorities, staff will then facilitate a discussion on the selected priorities and why those priorities are important. After the meeting, SLT will review the selected priorities and develop specific goal language and metrics for each, which will be presented to the Town Council in a future meeting.

Public outreach/engagement

No public outreach or engagement is needed currently.

Financial Implications

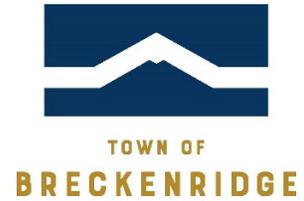
Currently there are no financial implications.

Equity Lens

Creating a process for the consistent use of the Equity Lens is part of this discussion. The Lens will be utilized in the creation of specific goal language and metrics. We believe this goal setting metrics will provide more transparency between the Council and the public.

Staff Recommendation

Staff looks forward to working with the Council to determine specific areas of focus for Town staff, which will then be used to develop specific, measurable and attainable short term (one to three year) goals.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: May 21, 2025
Subject: Planning Commission Decisions of the May 20, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, May 20, 2025:

CLASS A APPLICATIONS:

1. [Historic Shed Reconstruction, 303 N. Main Street 2A, PL-2024-0354](#)
A proposal to rebuild the historic shed behind the Williams House that was removed without a permit in 2022. *Approved, see second memo.*

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council
From: Ellie Muncy, Planner I
Date: May 21, 2025 (For May 27, 2025 Meeting)
Subject: Historic Shed Reconstruction, 303 N Main St Unit 2A; PL-2024-0354

A final hearing for the Historic Shed Reconstruction located at 303 N Main St Unit 2A was held by the Planning Commission on May 20, 2025. The application proposes to rebuild the historic shed behind the Williams House that was demolished and removed without a permit in 2022.

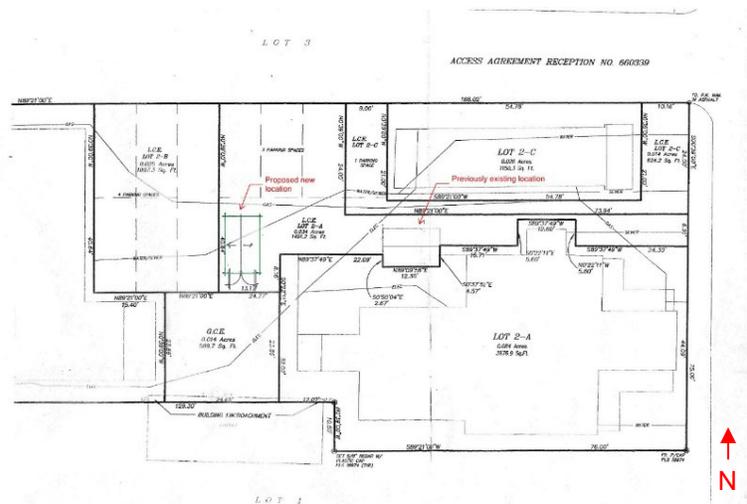
The historic shed was found by Planning staff, during a 2024 historic shed inventory, to have been removed. Under the Development Code, 9-1-6: Enforcement and Penalties Section E., the remedy for unapproved demolition or destruction of a historic structure requires reconstruction of the historic structure as closely as possible to its original condition at the time of demolition unless an alternative remedy is approved. The Planning Commission agreed requiring reconstruction of the shed was the best remedy in this situation.

The shed will be rebuilt using reclaimed rough sawn vertical siding and a self-rusting corrugated metal roof, consistent with the original shed's appearance. The original shed doors were not destroyed and will be reinstalled. As a part of reconstruction, the applicant also requested to move the reconstructed shed 26 feet to the west and turn the shed 90 degrees. The Commission was comfortable with the relocation because the shed was previously moved onsite on several occasions and was not in its original location prior to demolition.

The Commission approved reconstructing the shed in the new location and found the application complies with all Absolute Policies and assigned no points under the Relative Policies. The development permit was approved by a vote of 7-0.

[Link to Historic Shed Reconstruction Staff Report.](#)

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





NOT TO SCALE



Historic Shed
Reconstruction,
303 N. Main 2A

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the May 6, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the May 20, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

FINAL HEARINGS:

1. Historic Shed Reconstruction (EM), 303 N. Main St. 2A; PL-2024-0354

Ms. Muncy presented a proposal to rebuild the historic shed behind the Williams House that was demolished without a permit in 2022. The following specific question was asked of the Commission:

1. Does the Commission approve relocating the rebuilt shed 26 ft. west of its previous existing location?

Commissioner Questions / Comments:

Ms. Gort: No questions.

Mr. Smith: Where was the original shed location prior to the last relocation? (Ms. Muncy: It's not very clear on Sanborn maps and other older materials. It may have been further north and east prior to moving for the Willoughby Cottage and prior to demolition.)

Mr. Giller: Add north arrow to site map.

Mr. Leas: How was the problem originally discovered? There was a time between the demolition and discovery by staff. (Ms. Muncy: The shed was discovered to have been removed in February 2024, but it was determined to have been demolished in 2022. It was discovered during the shed inventory staff conducted in 2024.) (Mr. Kulick: The timing of removal coincided with construction on an adjacent building which served to conceal the demolition of this structure. Google images revealed a time period when it was removed to be within an approximately two-month period in 2022.) Is there a statute of limitations regarding this provision of the code? (Mr. Kulick: The Town Attorney reviewed staff's recommendation and was comfortable with enforcement of this provision of the code even with the passage of time.) Had the property been sold and the demolition discovered after the sale, would there be a liability to the new owner? (Mr. Kulick: Unless it was something so egregious as to deal with life-safety or impeding adjacent property rights we would not go after the new owner.) (Mr. Truckey: There have been situations where we have gone after the previous owner but it is not an easy task.)

Mr. Guerra: No questions.

Mr. Frechter: No questions.

Applicant Representative, Mr. Lee Edwards, Contractor: Ms. Muncy has covered everything. I do not have anything additional to add.

Ms. Gort: Is the corrugation width of the proposed new metal roof like what was found historically? (Mr. Edwards: Yes, this is a typical width of corrugation that would have been found historically.)

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

Ms. Gort: I feel like we are letting the applicant get away with a lot by allowing them to rebuild and move the project without other penalties. I worry our policies are not strong enough to protect our historic structures.

Mr. Giller: I think the Town has been fair, reasonable, and constructive regarding this project.

Mr. Leas: This is a significant financial impact on this owner. I don't think there should be any other civil or financial penalties because the financial impact of rebuilding is significant.

Mr. Frechter: I agree with relocating the shed since we would have approved that whether it was demolished or not. I reiterate that staff should collaborate with the Summit Daily to publish an article on this project which would serve to educate others in the Town that demolition of historic structures is not permissible and there are penalties for doing so illegally.

Mr. Guerra: No comments. I approve the relocation.

Ms. Propper: I agree with Mr. Leas that the cost is significant and putting something in the Summit Daily is also a good idea.

Mr. Giller made a motion to approve the Historic Shed Reconstruction, seconded by Mr. Smith. The motion passed 7 to 0.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:03 pm.

Susan Propper, Vice Chair



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Chris Kulick, AICP, Assistant Director of Community Development
Date: 5/20/2025 (for 5/27/2025)
Subject: Second Reading of a Proposed Development Agreement Amendment Between the Town of Breckenridge and Christie Heights Partnership to Extend the Vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" for an Additional Five Years From Its Current Expiration Date

Town Council Goals (Check all that apply)

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

Summary

Christie Heights Partnership ("CHP") has applied for a Development Agreement amendment to extend the vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" (Exhibit A), for an additional five years from its current expiration date (January 9, 2026) to January 9, 2031. 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).

Background

This proposal was brought before Town Council on February 11th for a work session and May 13th for first reading where the Council supported moving forward with the Development Agreement. There have been no changes since the May 13th meeting.

Proposal

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

1. Amend the Development Agreement to extend the Master Plan's vesting an additional five years to January 9, 2031.

Development Code Section 9-9-4 regarding Development Agreements encourages applicants to provide additional public benefits as part of a Development Agreement proposal. The following item was previously accepted by the Council as a public benefit:

No additional commitments 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 will extend for a longer period of time.

Additionally, through this amended agreement, the Developer grants to Town a Right of First Offer to purchase the 3.01-acre Tract A of Cucumber Creek Estates.

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

The proposed Development Agreement followed the required public notice process.

Financial Implications

Work related to the Development Agreement resulted in additional staff time dedicated to the topic in the short term from the Planning Division. The financial implications of this Development Agreement request are 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 recommends the Town Council approve the second reading of an Ordinance to amend a Development Agreement between the Town of Breckenridge and Christie Heights Partnership to extend the vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan", for an additional five years from its current expiration date (January 9, 2026) to January 9, 2031.

1
2 COUNCIL BILL NO. _____
3

4 Series 2025
5

6 AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT
7 WITH CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership
8 (Extended Vested Property Rights – Cucumber Creek Estates)
9

10 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
11 COLORADO:
12

13 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
14 determines as follows:
15

16 A. Christie Heights Partnership, a California general partnership (“**Developer**”), is the
17 owner of the real property described as follows:

18 Tract B, Christie Heights Subdivision Filing No. 2, according to the plat thereof
19 recorded January 31, 2001 under Reception No. 644114 of the records of the
20 Clerk and Recorder of Summit County, Colorado (“**Tract B**”)
21

22 B. Pursuant to Development Permit #2016-040 (“**Master Plan Permit**”) the Town has
23 approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract
24 B.

25 C. The Town and Developer previously entered into a Development Agreement for
26 Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No.
27 1004271 of the records of the Clerk and Recorder of Summit County, Colorado (“**Original**
28 **Agreement**”), and entered into a second Development Agreement for Extended Vesting of
29 Development Permit #2016-040 dated June 14, 2016 and recorded December 29, 2016 under
30 Reception No. 1130684 (“**Second Agreement**”)

31 D. The vested property rights period under the Second Agreement will expire on January
32 9, 2026. As used in this ordinance, the term “vested property rights period” shall have the
33 meaning, purpose, and effect afforded such term in the Breckenridge Development Code,
34 including, but not limited to, Section 9-1-17-11 and Section 9-1-19-39A, Policy 39.

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

38 F. The parties to the Second Agreement desire to amend it to extend the vested rights
39 granted by such agreement to January 9, 2031, adding 5 additional years to the term of the
40 Second Agreement.

41 G. No additional commitments, as encouraged to be made in connection with an

1 application for a development agreement in accordance with Section 9-9-4 of the Breckenridge
2 Town Code, are required by the Town because the extension of the vested property rights will
3 encourage the Developer to delay development and, therefore, the lease of Tract B to the Town
4 for trails will extend for a longer period of time. In addition, Developer has agreed to grant Town
5 a right of first refusal (“Right of First Refusal”) for the Property in connection with the extension
6 of the Second Agreement.

7 H. The procedures to be used to review and approve a development agreement are
8 provided in Chapter 9 of Title 9 of the Breckenridge Town Code.

9 I. The proposed Amendment to the Second Agreement between the Town and the
10 Developer has been prepared, a copy of which is marked Exhibit “A”, attached hereto and
11 incorporated herein by reference (“**Amendment**”).

12 J. The Town Council has reviewed the proposed Amendment.

13 K. The Town Council had a preliminary discussion of application and the proposed
14 Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town Code.

15 L. The Town Council determined that the Developer’s request for a development
16 agreement need not be referred to the Breckenridge Planning Commission for its review and
17 recommendation.

18 M. The Town Council finds and determines that the approval of the Amendment is
19 warranted in light of all relevant circumstances.

20 N. The requirements of Chapter 9 of Title 9 of the Breckenridge Town Code have
21 substantially been met in connection with the approval of the Amendment and the adoption of
22 this ordinance.

23 Section 2. Approval of Amendment. The Amendment between the Town and Christie
24 Heights Partnership, a California general partnership, is approved, and the Town Manager is
25 authorized, empowered, and directed to execute such Amendment for and on behalf of the Town
26 of Breckenridge.

27
28 Section 3. Notice of Approval. The Amendment must contain a notice in the form
29 provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance
30 with the requirements of Section 9-9-13 of the Breckenridge Town Code must be published by
31 the Town Clerk one time in a newspaper of general circulation in the Town within fourteen days
32 after the adoption of this ordinance. Such notice shall satisfy the requirement of Section
33 24-68-103, C.R.S.

34
35 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
36 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
37 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
38 the inhabitants thereof.

39
40 Section 5. Authority. The Town Council finds, determines, and declares that it has the

1 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
2 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
3 Charter.

4
5 Section 6. Effective Date. This ordinance shall be published and become effective as
6 provided by Section 5.9 of the Breckenridge Town Charter.

7
8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this 13th day of May, 2025.

10
11 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON
12 THE TOWN'S WEBSITE this 27th day of May, 2025. A copy of this Ordinance is available for
13 inspection in the office of the Town Clerk.

14
15
16 TOWN OF BRECKENRIDGE

17
18
19 By: _____
20 Kelly Owens, Mayor

21
22 ATTEST:

23
24
25
26 _____
27 Helen Cospolich, Town Clerk
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

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

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

This Amendment to the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates (“Agreement”) is made as of the ____ day of _____, 2025 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 approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. The Town and Developer previously entered into a Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado (“Original Agreement”), and entered into a second Development Agreement for Extended Vesting of Development Permit #2016-040 dated June 14, 2016 and recorded December 29, 2016 under Reception No. 1130684 (“Second Agreement”).

D. The vested property rights period under the Second Agreement will expire on January 9, 2026. 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.

E. 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.

F. The parties to the Second Agreement desire to amend it to extend the vested rights granted by such agreement to January 9, 2031.

G. No additional commitments 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 will extend for a longer period of time.

H. The Town Council has received all required submittals for an amendment to the Second Agreement, had a preliminary discussion of the application and this Amendment, determined that it should commence proceedings for the approval of this Amendment 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.

I. Therefore, the Second Agreement is hereby amended as follows:

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested rights granted by the Second Agreement for five (5) additional years until because of 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. Developer does hereby grant to Town a Right of First Offer to purchase the Property, as set forth in attached Exhibit A. The Right of First Offer Agreement shall be executed by Developer prior to or concurrently with Town's execution of this Amendment.

3. 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 B. 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, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

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:

Mark Hurlbert, Esq.
Huntley & Associates
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.

4. Except as otherwise stated herein, all other provisions of the Second Agreement remain unchanged and in full force and effect.

[Separate Signature Pages Follow]

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

Attest:

Helen Cospolich, Town Clerk

By: _____
Shannon B. Haynes, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

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

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____, 2025 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

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

Notary Public

RIGHT OF FIRST OFFER AGREEMENT

THIS RIGHT OF FIRST OFFER AGREEMENT (the “Agreement”) is made this ___ day of _____, 2025, by and between Christie Heights Partnership, a California general partnership, whose address is P.O. Box 2340, Breckenridge, Colorado 80424 (“Christie Heights Partnership” or “Grantor”), and the Town of Breckenridge, a municipal corporation of the State of Colorado, whose address is P.O. Box 168, Breckenridge, Colorado 804234 (the “Town” or “Grantee”);

RECITALS

A. Christie Heights Partnership 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

Herein referred to as “the Property.”

B. The Town, pursuant to Development Permit #2016-040 (“Master Plan Permit”), approved a Master Plan for Cucumber Creek Estates as a site specific development plan for the Property. Christie Heights Partnership and the Town are parties to an existing Development Agreement for Extended Vested Rights of the master plan for the development of the Property (“Development Agreement”). The Development Agreement expires on January 9, 2026.

C. Christie Heights Partnership has requested an amendment to the Development Agreement to extend the period of vested rights for an additional 5 years (“Amendment”).

D. As part of the consideration for the Town entering into Amendment, Christie Heights Partnership, as Grantor, has agreed to grant and convey to the Town a right of first offer, subject to the terms and conditions set forth herein, providing for the Town, under certain circumstances, to have the first right of offer to purchase the Property, or any portion thereof, before the Property is offered for sale to unrelated third parties.

AGREEMENT

1. Right of First Offer: In the event Grantor wishes to market the Property in whole or in part for sale and Grantee shall have a one-time right of first offer to purchase the Property pursuant to the terms of this Section (the "Purchase ROFO"). Prior to transferring its interest in the Property or entering into any agreement providing for the transfer of its interest in the Property or any portion thereof, subject to the exclusion provided for in paragraph 2 exempting the individual sale of lots. Grantor shall send Grantee a written agreement setting forth the terms upon which Grantor is willing to transfer the same (such an agreement being referred to herein as a "Disposition Agreement"). Grantee shall have thirty (30) days after its receipt of a Disposition Agreement to notify Grantor, in writing, of whether or not Grantee desires to acquire the Property on the terms set forth therein; provided Grantee may endeavor to negotiate the terms of a Disposition Agreement with Grantor during such thirty (30) day period. In the event Grantee notifies Grantor that it desires to acquire the Property on the terms set forth in any Disposition Agreement within such thirty (30) day period, Grantee and Grantor shall promptly enter into such Disposition Agreement, with such modifications thereto as may have been agreed upon.

2. Grantee Elects Not to Purchase: If Grantee shall fail to exercise the Purchase ROFO, after notice by Grantor as provided herein, such right shall be deemed to have lapsed and expired and shall be of no further force or effect. Thereafter, Grantor may freely sell the Property in whole or in part to any other party at any time, on any terms, in Grantor's sole discretion; provided that if Grantor has not sold or entered into an agreement to sell or otherwise convey the Property to an unaffiliated third party within three hundred and sixty five (365) days of Grantee's failure or rejection of the Purchase ROFO then the Purchase ROFO shall be revived and Grantor shall proceed in accordance with the provisions of Paragraph 1 and 2 with respect to any subsequent disposition of the Property. Additionally, if (i) Grantor enters into an agreement to sell or otherwise convey the Property within such three hundred and sixty (365) day period but does not ultimately sell or convey the Property pursuant to such agreement and (ii) three hundred and sixty five (365) days has passed since Grantee's failure or rejection of the Purchase ROFO then the Purchase ROFO shall be revived and Grantor shall proceed in accordance with the provisions of Paragraph 1 and 2 with respect to any subsequent disposition of the Property. For avoidance of doubt, if Grantor enters into an agreement to sell or otherwise convey the Property within such three hundred and sixty-five (365) day period (i) Grantor shall have the right to convey the Property pursuant to such agreement regardless of timing and (ii) if Grantor does not ultimately sell or convey the Property pursuant to such agreement Grantor shall have the right to subsequently convey the Property or enter into another agreement to sell or convey the Property during the three hundred and sixty five (365) days following Grantee's failure or rejection of the Purchase ROFO without the Purchase ROFO being revived. In all instances, the revival of the Purchase ROFO after three hundred sixty-five days shall only apply to the whole Property and not to individual lots. If Grantee fails to timely perform any of its obligations as set forth herein or in the Disposition Agreement, or if Grantee shall opt not to exercise the Purchase ROFO or otherwise fails to close on the purchase of the Property pursuant to the terms of the Disposition Agreement, the Purchase ROFO shall lapse and Grantor shall be free to sell the Property and

such sale shall be free and clear of the Purchase ROFO (other than the requirement set forth in the preceding sentence).

3. Not Transferable. The Purchase ROFO is personal to the Town and, except in the case of an assignment to an Affiliate, may not be assigned by the Town. The Purchase ROFO may not be exercised by anyone other than the Town. Any attempted assignment of the Purchase ROFO shall be of no effect and the Purchase ROFO shall become forever null and void as of the date of the purported assignment.

4. Exempt Transfers. Notwithstanding anything contained herein to the contrary, in no event shall any of the following trigger the Purchase ROFO:

- (i) The sale of the Property to (A) any entity controlling, controlled by, or under common control of, Christie Heights Partnership, or (B) any successor to Christie Heights Partnership by merger, consolidation, or reorganization;
- (ii) a transfer to one or more corporations, partnerships, limited liability companies, trusts, or other entities in which Grantor or Grantor's heirs, successors, or assigns have sufficient control to be able to cause said entities at any time to transfer the Property, or portion thereof, and fulfill the other obligations of Grantor under the terms and conditions of this Agreement; further, Grantor covenants that during the existence of this Agreement Grantor or Grantor's heirs, successors, or assigns will continue to retain sufficient control of said entities to be able to cause said entities to transfer the Property or portion thereof, as aforesaid, and to fulfill all of Grantor's obligations under this Agreement; and all certificates evidencing ownership of said entities shall be issued bearing a notation thereon that the transfer thereof is restricted and subject to the terms and conditions of this Agreement;
- (iii) a transfer by reason of the death of Grantor;
- (iv) The entering into of any management agreement or any similar agreement which transfers control of the Property by Christie Heights Partnership;
- (v) The entering into by Christie Heights Partnership of any ground lease, mortgage, or trust deed upon all or any portion of the Property or any renewals, modifications, consolidations, replacements, extensions, and re-financings thereof; or

5. Dispute Resolution. Any dispute, claim, or controversy (“Dispute”) arising out of or relating to this Agreement or the breach thereof shall be settled by employing the procedures set forth herein.

6. Mediation. If a Dispute has not been resolved by negotiation in the normal course of business, the Parties shall endeavor to settle any Dispute by non-binding mediation with a neutral third party, who is also a professional mediator and knowledgeable in the field of real estate matters. If the Parties encounter difficulty in agreeing on a neutral third party mediator, they shall each appoint a mediator, and those mediators shall then appoint a neutral third party to mediate the Dispute. Mediation, as set forth herein, shall be a prerequisite to any arbitration and/or litigation and the costs of mediation shall be shared equally by Christie Heights Partnership and the Town. Mediation shall be commenced upon the demand of either Christie Heights Partnership or the Town.

7. Arbitration and/or Litigation. If a Dispute has not been resolved by mediation as provided above, then any Dispute arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration upon the mutual agreement of the Parties; or such Dispute may be settled through litigation by proceeding directly to a court of competent jurisdiction in Summit County, Colorado.

8. Attorney’s Fees and Costs Shall be Recovered. If any legal action or arbitration, other than mediation, is brought for the enforcement of this Agreement or any of its provisions, or because of an alleged Dispute, breach, or default in connection with any of the provisions hereof, the prevailing party shall recover its reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9. Notices. All notices required or permitted by this Agreement shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, or by overnight carrier, prepaid, receipt acknowledged to the following:

If To The Town: Shannon B. 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, Esq.
Town Attorney
P.O. Box 168
Breckenridge, CO 80424

If To Christie Heights Partnership: Timothy J. Casey, Managing Partner

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

10. Miscellaneous

(i). All offers, acceptances and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.

(ii). Subject to the limitation expressed in Paragraph 2 above, this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, successors, and personal representatives of the parties hereto.

(iii). This Agreement is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

GRANTOR:
CHRISTIE HEIGHTS PARTNERSHIP, a California General Partnership

By: _____
Tim Casey, Managing Partner

GRANTEE:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP, a California
General Partnership.

By: _____

Title: _____

STATE OF COLORADO)
) ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____, of Christie Heights Partnership, a California General Partnership.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

**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

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 ceiling 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	30,200
12 UNITS IN SIX DUPLEX BUILDINGS	61,700

ALLOWED DENSITY

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

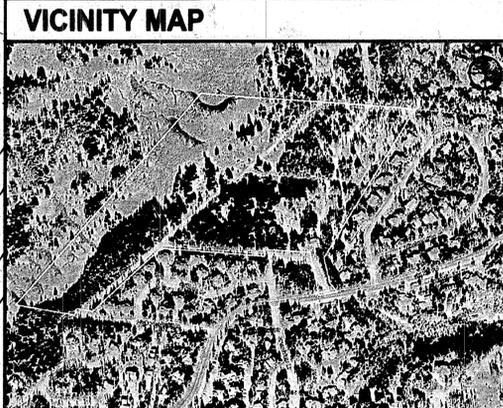
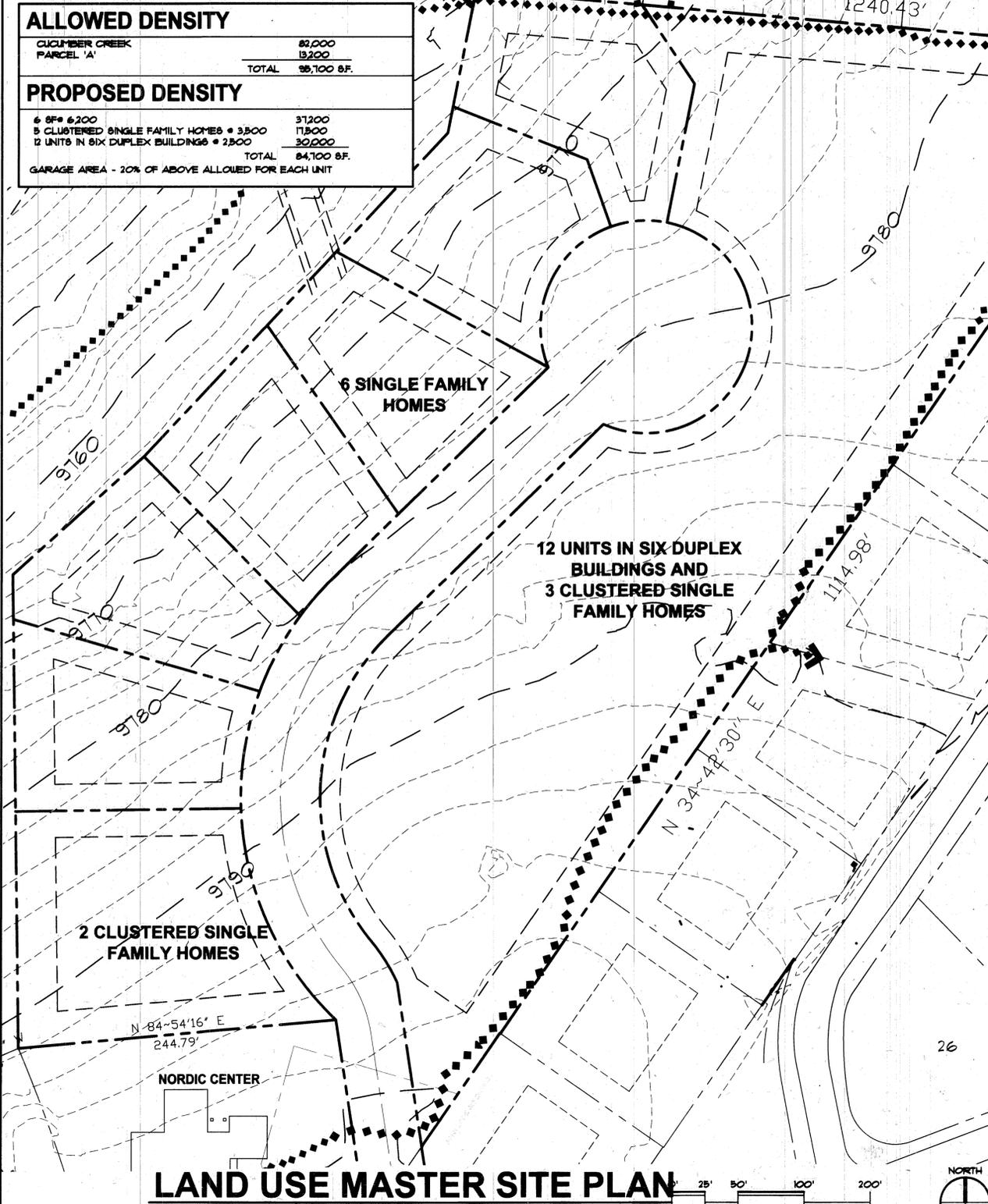
PROPOSED DENSITY

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

CUCUMBER CREEK ESTATES

MASTER PLAN Exhibit A



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 Partners, LLP 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

© 2016 THIS DRAWING IS COPYRIGHTED AND SHALL NOT BE REPRODUCED WITHOUT ARCHITECT'S WRITTEN PERMISSION

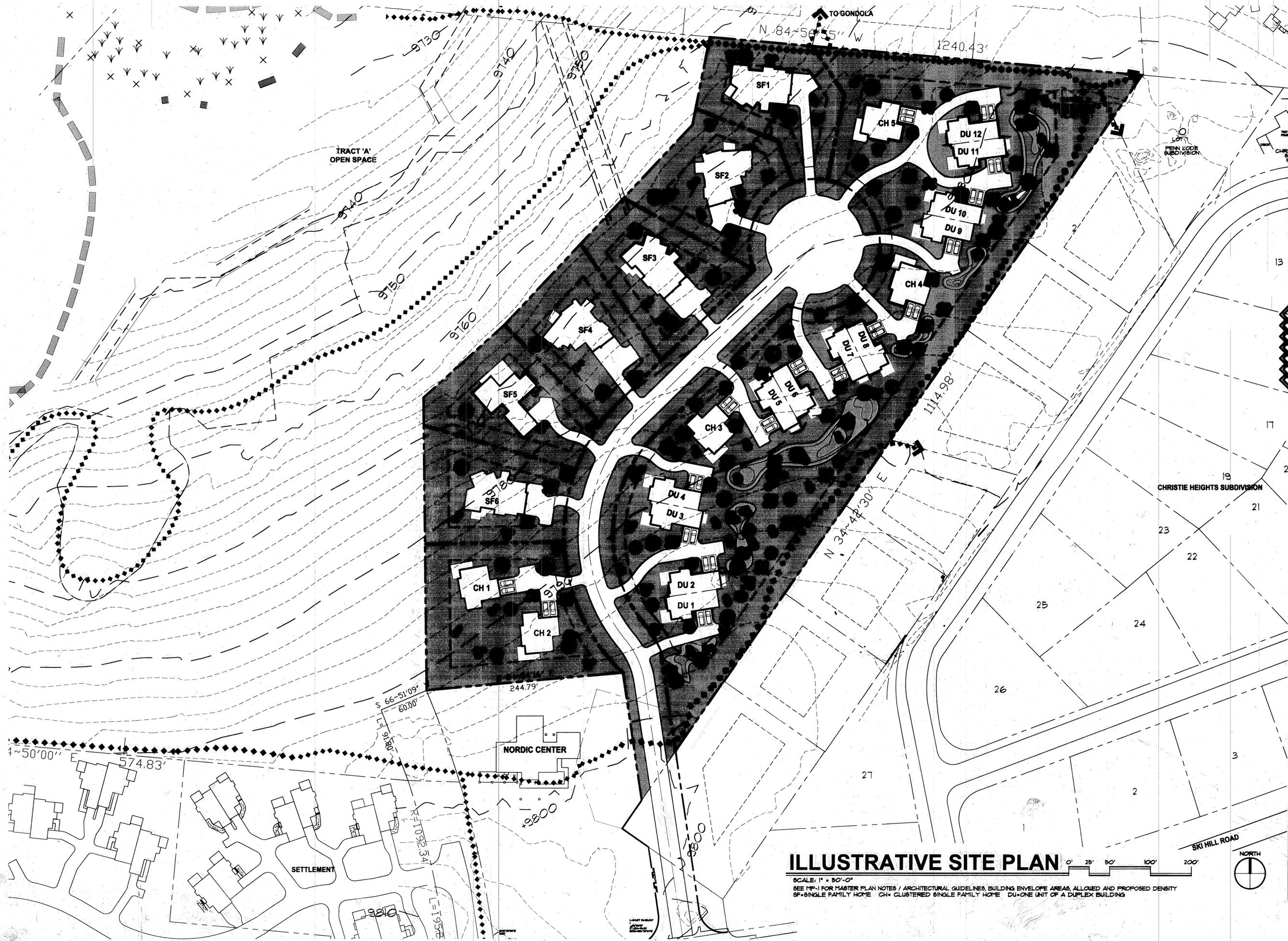
MASTER PLAN FOR RECORDS: 11/20/16
 10/19/16 CLARIFICATIONS
 12/21/16 FINAL

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 PAULAK
 CHECKED BY: M HOGAN

© 2016 THIS DRAWING IS COPYRIGHTED AND SHALL NOT BE REPRODUCED WITHOUT ARCHITECT'S WRITTEN PERMISSION

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

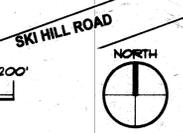
bhh Partners
 P.O. BOX 891 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 463-6680

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



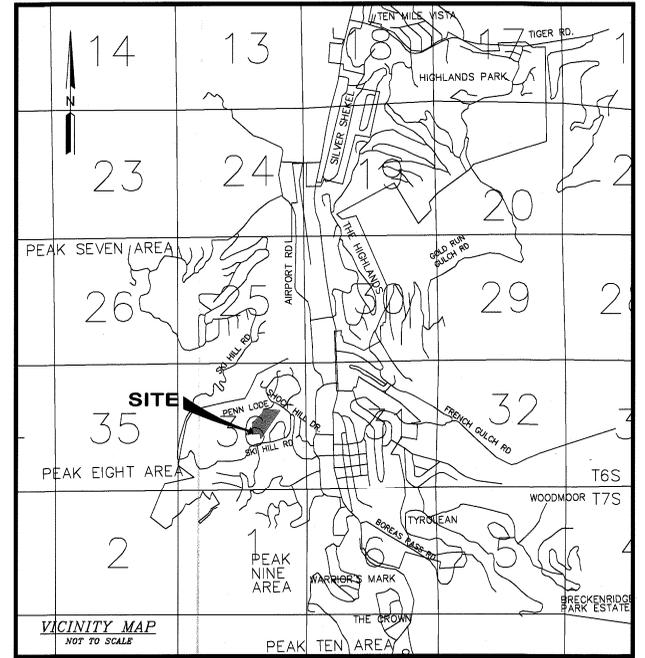
CUCUMBER CREEK ESTATES SUBDIVISION

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, no later, 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 hereon.
- 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, repairing and replacing 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 F through H: 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, garage 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, (see 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 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 }

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
MY COMMISSION 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 taxes, 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 January 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 §§ 38-2-101.

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 Neal
Summit County Clerk and Recorder

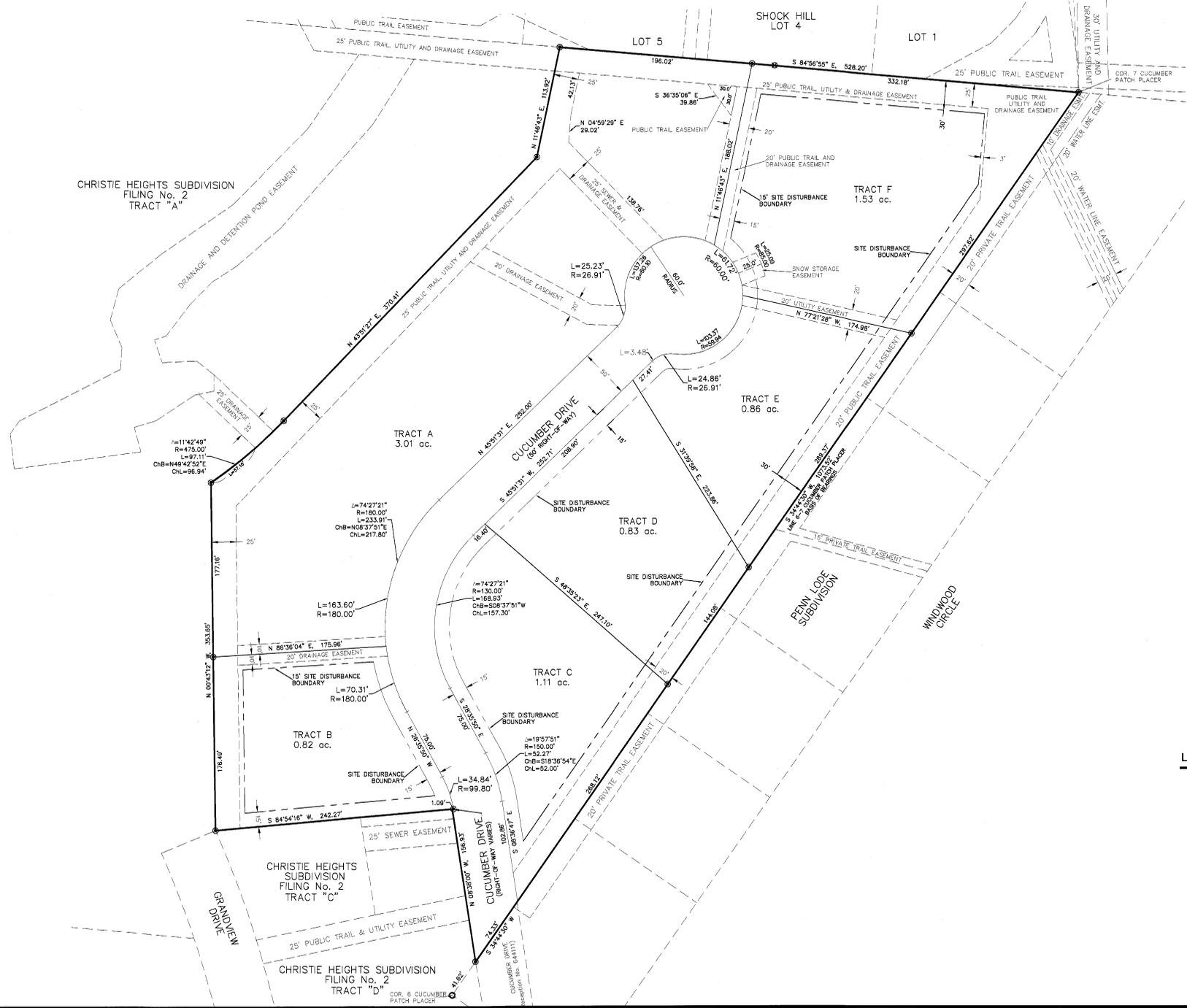
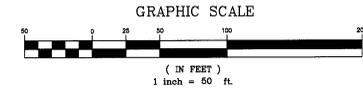
Rachel Allen
Deputy Clerk

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

Memo

To: Town Council
 From: Laurie Best - Housing Director and Melanie Leas – Project Manager
 Date: 5/20/2025 (for 5/27/2025)
 Subject: Developer Agreement for Runway Housing Project (First Reading)

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 type="checkbox"/> | Organizational Need | | |

Summary

Staff has prepared this final draft of the Runway Housing Project Developer Agreement (Agreement) and will present it for first reading on May 27, 2025. This draft includes significant modifications that have been made since the original version was included in Town Council's April 30th packet. Please note that many of the changes were clarifications, corrections, or reorganization, but there were some substantive changes to the structure of the project and more details and specifications were also added. Several modifications addressing phasing, financial obligations, termination, and dispute resolution have been made to reduce risk to both the Town and the Developer. All the changes are shown on a redlined version that accompanies the clean copy. We've worked with the Developer and together we believe this final draft addresses the concerns and issues expressed by Council and is ready for consideration. The key elements of the Agreement including substantive changes from previous drafts are outlined below.

Overview of Agreement

Pursuant to the Agreement, the Town will contribute the Runway property and funding, and the Developer/Infrastructure Developer will construct public improvements/infrastructure subject to an approved Guaranteed Maximum Price (GMP) and will build and sell up to 148 units deed restricted units to target low and middle income families. The project is phased to protect all parties, and the Developer may not proceed with construction of any phase without Town approval of the GMP and budget. The goal is to ensure that the cost of the project is consistent with the Town's expectations and ensure the project can be paused or postponed indefinitely should there be concern about market or economic conditions. It is anticipated that the first phase of infrastructure construction will start this summer with the first phase of vertical construction to start in 2026 if approved.

Specific items that have been modified, clarified, or added in this final draft include:

- *Section 2e Developer's Incentive* - A 70/30 Developer's Incentive has been added and will be applied to the overall budget (with the exception of contingency) to incentivize cost savings.
- *Section 4 Phased Development* - Language has been added to clarify that the Town must affirmatively approve the project Budget and GMP prior to start of any infrastructure construction. Then, prior to authorization for any vertical construction, the Town must also re-approve the budget in a public meeting and affirmatively authorize the start of vertical construction. This process of re-checking the budget applies at the start of each phase and reduces risk to the Town and the Developer.
- *Section 7 Town Obligations/Investment (Draws and Payment)* - Draw processes and procedures have been clarified to ensure appropriate oversight. Specifically, infrastructure phase draws are processed monthly based on expenses incurred with the details set forth in the GMP contract and a schedule/process for the vertical subsidy draws is based on the number of units subject to a building permit.

- *Section 8 Schedule* – A new Exhibit B has been added to identify the significant milestones and includes ongoing monitoring/vetting of pricing to minimize risk.
- *Section 9 Transfer of Property* - To further reduce risk to the Town, the timing of the land transfer has been modified/delayed. The prior versions of the Agreement included transfer of the property for the first Infrastructure Phase immediately after approval of the budget and GMP, and prior to start of infrastructure construction (estimated summer 2025). The revised approach addresses the concern regarding the Town opting not to proceed with vertical construction and land being subsequently returned with liens. Instead, staff and the Developer believe the transfer of the land can be delayed slightly even while the infrastructure construction is underway. Under the proposed language, the Town will review the market conditions and the budget in fall of 2025 to determine the feasibility of moving forward, and based on that evaluation, opt to move forward (or not) with the land transfer for the first vertical phase. This timeline will enable the Developer to begin implementing the financing that will be necessary for the vertical construction and monitor interest rates for the best lock-in while also enabling them to start offsite construction of panels and pre-purchase items that can reduce pricing in late 2025, but will not formally authorize the vertical construction until final pre-construction budget review in spring/summer 2026. Additionally, the Developer will not be authorized to encumber the property in any way until after vertical construction is formally authorized.
- *Section 12 Developer Employee Unit* - The request for one developer unit (SF) in the first phase of vertical construction is still included. The Developer feels strongly that allowing one of her staff to purchase a single family unit that has no Town subsidy for vertical construction is a benefit to the project. Staff also views this unit as a significant benefit to the project and an issue to be considered in return for reduced fee and other Developer concessions. Staff believe the inclusion of the Developer Employee Unit will result in a better and more successful project for the Town, as having an on-site developer representative will result in faster response times for any complaints or problems and will provide a significant incentive for efficient and cost-conscious construction management.
- *Section 16 Developer Fee* - The Developer fee schedule has been simplified from a 7% fee that included some expenses to a 4% fee applied to all budget lines except the principal's salary.
- *Section 20 Sales* - Some changes have been included in Section 20 based on challenges with lottery processes and closings at Stables Village. We expect to work with SCHA to revise the process so delays will be minimized, but staff understands that delayed closings have a significant negative financial impact on the Developer when carry costs/interest are incurred. When sales are delayed at no fault of the Developer, the Agreement now provides options to include, the Town acquiring the unit, the Developer renting the unit at or below an agreed price, and at some point, if the lottery list is exhausted to sell to any qualified buyer.
- *Section 23a Workforce Housing and Warranty* - The Developer has agreed to the Town's request for a two (2) year warranty.
- *Section 23e Financial Obligations* - The Developer has agreed to regular status updates (approximately weekly) in addition to quarterly updates. The Developer will provide hard bids for both horizontal and vertical phases of construction to minimize risk and improve transparency. Based on these frequent check-ins, staff will be able to present updates to Council on a regular basis and as a result Council will be well positioned to make decisions on the different construction phases when such decisions are needed.
- *Section 23f Timeline for Construction* - Each vertical construction phase will be completed within 18 months of the start (vertical framing).
- *Section 23e Financial Records* – This section has been modified to ensure that the Town will have access to the terms of Developer's loan agreement and the details of the encumbrances that will be put on the property but will not have automatic access to Developer's personal financial information unless there are justifiable concerns about Developer's ability to complete the project. Staff believe these changes will allow the Town to see the details they need but not unnecessarily expose Developer's personal financial information.
- *Section 26a Termination by the Town for Cause* - Should the Town terminate this Agreement, there is reimbursement to the Developer for material acquired. In addition, the Town may terminate if there is any substantial change in the controlling ownership of the Developer.
- *Section 26b Termination by the Town for Convenience* - Provisions have been added to reimburse costs and expenses incurred based on the status of the construction.
- *Section 27a Miscellaneous* - Indemnification has been included for the Developer.
- *Section 27l Resolution Dispute* - Process for Dispute Resolution and provision for Force Majeure has been added.
- *Exhibit B* - The original Exhibit B (Restrictive Covenant) has been eliminated, and the form of the Restrictive Covenant will be finalized prior to conveyance of the Phase 1 Infrastructure parcel. This provides staff with

additional time to consider all elements of the covenant, including ADU as well as the lottery process. The final form of the covenant will be reviewed by both the Town (staff and Council) and the Developer.

This summary highlights the more substantive changes to the Agreement. Staff believe these changes minimize the risk to both the Town and the Developer with flexibility and opportunities to pivot if necessary while also formalizing processes and procedures that are important for oversight and transparency between the Parties. We will be able to respond to specific questions or if Council prefers, we can walk thru the changes during the meeting.

Public outreach/engagement

No changes to the initial plan.

Financial Implications

We expect the cost to the Town will be approximately \$33M for Phase 1 infrastructure and Phase 1 vertical subsidy (approximately 81 units). The projected Phase 1 budget is attached (see Exhibit A). The Developer is still value engineering, and vetting prices as well as fees (Xcel/UBSD). Those discussions may impact the final budget that Council will consider at second reading on June 10th. This number represents a larger share for infrastructure than what we'll see for Phase 2 due to the front-loaded nature of the infrastructure, including the major road and the main water and sewer lines. Phase 1 build out will take approximately three to four years. As noted in the Agreement, there will be several budget checks prior to launching any vertical construction which we believe minimizes the risk. The Finance Department cash flow report, which indicates the Town's financial well-being, demonstrates that the Town can absorb the funds necessary to produce phase one of the project.

Equity Lens

No changes.

Staff Recommendation

Staff recommends approval of the Developer Agreement for Runway Neighborhood at first reading.

Exhibit-A

Preliminary Phase 1 Budget (includes infrastructure and vertical subsidy)

EXPENSES

Infrastructure	22,485,414
Soft Costs	10,068,353
Vertical Construction Costs	51,366,656
Solar Costs - 24k per unit	1,944,000
Developer Fee - 4%	2,132,426
	87,996,850
REVENUE	
Sales Revenue	48,474,000
3% Price Escalation	1,494,720
Grants - More Housing + EIAF	2,900,000
PROP 123 (75k per door)	2,250,000
	55,118,720

GAP \$ **32,878,130**

COUNCIL BILL NO. ____

Series 2025

AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT DEVELOPER AGREEMENT.

WHEREAS, the Town owns the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Runway Neighborhood, LLC ("Developer") responded to the RFP, and desires to construct a deed-restricted workforce housing neighborhood (hereinafter referred to as the "Town Project") on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Town Project, subject to the terms of the Agreement; and

WHEREAS, the Town is also willing to contribute financially to the Town Project provided the deed restricted housing is sold at agreed-upon affordable prices; and

WHEREAS, on August 13, 2024, Runway Neighborhood Infrastructure, LCC, which is owned by the same parent company as Developer, and Town entered into a Pre-Development Agreement for Services to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Parties have negotiated a project Developer Agreement, Exhibit B attached hereto, to develop the Town Project; and

WHEREAS, as part of the approval of the project Developer Agreement, Council wishes to authorize the Town Manager to execute all additional documents required or necessary to effectuate the Town Project and the Developer Agreement.

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

Runway Housing Project Developer Agreement

THIS DEVELOPER AGREEMENT (the "Agreement") is made and entered into as of the effective date below in Section 27 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and The Runway Neighborhood, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") and The Runway Neighborhood Infrastructure, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Infrastructure Developer") (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Developer responded to the RFP, and wishes to construct deed-restricted workforce housing on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Project, subject to the terms of this Agreement; and

WHEREAS, the Town is also willing to contribute financially (hereinafter "Town financial contribution") to the project provided the deed restricted housing is sold at affordable prices; and

WHEREAS, on August 13, 2024, the Infrastructure Developer, which is owned by the same parent company as Developer, and the Town entered into a Pre-Development Agreement for Services ("PDA") to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Town and the Infrastructure Developer are concurrently negotiating a Guaranteed Maximum Price ("GMP") Agreement for the construction of Horizontal Phase I infrastructure improvements on the Property; and

WHEREAS, the Parties desire to set forth the framework for the potential development of workforce housing on a portion of the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish roles and responsibilities regarding the development of workforce housing on the Town-owned property described in Exhibit A.

2. Definitions.

a. "Planning Documents" means the approved plans for development of the Property including the Master Plan, Class A Development Permits, and plats creating the lots for the Property, and any approved site plans for the Property.

b. "Restricted Units" means the residential dwelling units in the Development subject to a Restrictive Housing Covenant, as set forth in more detail in Section 13.

c. "Development" means a deed-restricted workforce housing project to be developed on a portion of the Property as described in the Planning Documents.

d. "Budget" means the financial budget approved by Town Council for the construction of both horizontal and vertical improvements on the Property, which shall include the Town's financial contribution, Developer's warranty obligations, Developer's Incentive, and the agreed upon sale prices for the Vertical Construction Phase being constructed as set forth more fully in Section 9 below. The Budget may be revised to reflect current pricing prior to being presented to Town Council for approval as part of the authorization for Vertical Phase I and II. For the avoidance of doubt, approval of the Budget for any Horizontal Phase does not constitute approval of the Budget for Vertical Phase I or II.

e. "Developer's Incentive" means a 70-30 split in favor of the Town of net cost-savings achieved on actual construction of the Horizontal Phases and Vertical Construction Phases, not including any contingency. Such Incentive shall be calculated and paid out at the completion of each Horizontal and Vertical Construction Phase.

3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use the approved master plan for the Development (the "Master Plan"). The Master Plan was approved by Council on May 13, 2025.

4. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents and this Agreement. At this time, it is anticipated that the Development will have two horizontal construction phases ("Horizontal Phases I and II") and two vertical construction phases ("Vertical Construction Phase I and Phase II"). It is an essential element of this Agreement that Town affirmatively authorize the commencement of Vertical Construction Phases I and II as well as Horizontal Phase II. Upon execution of this Agreement and Council approval and execution of the Budget and GMP Agreement, Infrastructure Developer is responsible for proceeding with the Horizontal Phase I. Upon authorization of Vertical Construction Phase I, including a Budget, by Town Council at a public meeting, Developer will be responsible for proceeding with the construction of Vertical Construction Phase I as set forth in the Planning Documents, but shall not be authorized to commence Horizontal Phase II or Vertical Construction Phase II until the Town so directs. Authorization to commence Horizontal Phase II and Vertical Construction Phase II, including a Budget, shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each Vertical Construction Phase.

5. Number of Units. The total number of units allowed in the Development is one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units. There will be no less than eighty-one (81) units in Vertical Construction Phase I.

6. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target lower and middle income families in accordance with the individual unit pricing set forth in the approved Budget.

7. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development, which shall be set forth in the Budget. The Budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The Budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the Budget or the Town and the Infrastructure Developer do not agree on the GMP Agreement for Horizontal Phase I, either Party may terminate this Agreement. If either Party or the Parties terminate this Agreement under this Section 7, the Town will provide payment for services and costs to date pursuant to the PDA and neither party shall have any further obligation to each other. Upon approval of the Budget and GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the Infrastructure Developer by monthly draw based on the bills paid and work completed, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer and Infrastructure Developer. The details of payment and scope of work for Horizontal Phase I will be set forth in the GMP Agreement. Any remaining subsidies for Vertical Phase I and II identified in the Budget shall be paid based on the number of units for which building permits are submitted at any one time (each set of building permits to be referred to as a "Construction Phase").

8. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties. As noted in Section 4 above, Vertical Construction Phase I, Horizontal Phase II, and Vertical Construction Phase II of the Development shall not commence until approved by the Town in general accordance with the schedule as set forth in Exhibit B.

9. Transfer of Property.

a. At the Fall 2025 financial review that is reflected in Exhibit B and prescribed below in Section 23(e), the Town and Developer will review current pricing for the construction of Vertical Construction Phase I, compare it to the Budget previously approved, evaluate overall market conditions, and subsequently present a

recommendation to the Town Council regarding the financial feasibility of moving forward with Vertical Construction Phase I. If the Town Council agrees that it appears financially feasible at that time to make a preliminary authorization to proceed with Vertical Construction Phase I, the Town shall transfer ownership of the portion of the Property described in **Exhibit A** associated with Vertical Construction Phase I to Developer in accordance with the Planning Documents, by special warranty deed to facilitate the timely financing, development, and sale of Vertical Construction Phase I of the Project. The preliminary authorization contemplated in this Paragraph 9(a) does not constitute final approval for the Budget for Vertical Construction Phase I or final authorization to commence construction of Vertical Construction Phase I. In the event the Property is transferred pursuant to this Section 9(a), the following conditions apply:

- i. Developer may not encumber in the Property in any way, including as contemplated in Section 14 below, until Vertical Construction Phase I is finally approved and authorized by Town Council.
- ii. If the Town has not affirmatively and finally authorized Vertical Construction Phase I within one year of the transfer, or if this Agreement is terminated pursuant to any provision set forth in Section 26, Developer will re-convey the unencumbered Property back to the Town.

b. The Phase II portion of the Property shall be transferred to Developer promptly upon the Town approving Vertical Construction Phase II pursuant to Section 4 above. The Town Council may approve Horizontal Phase II with or without approving Vertical Construction Phase II, if the parties agree on a new GMP Agreement for Horizontal Phase II.

c. Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated with the closing agent. Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

10. Default.

a. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim by the Town of a breach or default by Developer, and Developer shall have the opportunity to cure such alleged default within thirty (30) days, unless such cure cannot be accomplished within such time period, and in such case for a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances.

b. In the case of any such uncured default, the Town reserves the right to proceed with assumption of all rights and responsibilities of the Developer for the Phase

of the Development that is subject to such default. In addition, any such case of uncured default may result in the Town proceeding to terminate this Agreement for cause as set forth in Section 26(a).

c. The remedies set forth in this Agreement are the sole and exclusive remedies available to the Parties for any breach or default under this Agreement. Each party acknowledges that the remedies provided herein are adequate and sufficient, and waives any right to seek additional remedies, whether at law or in equity, including but not limited to consequential, incidental, or punitive damages.

11. Reverter Clause. In the case of a default or termination pursuant to Section 26, and after any and all cure periods during which Developer fails to cure, any and all Property interests, including the Property described in **Exhibit A**, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall be conveyed back to the Town in the same manner and upon the same or similar terms as conveyed to Developer under Section 9.

12. Developer Employee Unit. The Parties agree that one (1) unit that will be reserved for sale to one of Developer's contractors, subcontractors, or employees ("Developer Employee"). The unit shall be reserved in Phase I and shall be one of the single-family home units. Developer Employees seeking to purchase one of the Developer Employee Units shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations. If the unit is not purchased by a Developer Employee by the time all sale phases in Vertical Construction Phase I are completed, Developer will have no further right to any unit in Vertical Construction Phase I or II.

13. Restrictive Housing Covenant. The Town shall, prior to any transfer of the Property to Developer, record a Restrictive Housing Covenant against the Property mutually acceptable to the parties. The Town will allow the Restrictive Housing Covenant to be subordinate to any financing associated with the Development.

14. Financing. Developer shall be solely responsible to procure financing for the Vertical Construction Phases I and II of the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 26(b) herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

15. Inspection of Developer Books and Records. Except for the Developer's financing documents, the Developer shall maintain all books and records related to the Project and make them available for inspection upon the Town's request. Notwithstanding the foregoing, if the Town has reasonable cause to believe that Developer cannot complete the Project, the Town may request to review the financing documents of the Developer at which time the Developer may assert that such financing documents are confidential records for purposes of Colo.Rev.Stat. § 24-72-204. For purposes of this section "financing documents" includes all records of Developer regarding the loan(s), excluding documentation as to the loan terms and the Encumbrance which is subject to disclosure under Section 14.

16. Developer Fee. Developer shall receive a fee for vertical construction and the Infrastructure Developer shall receive a fee for construction of the infrastructure in the amount of 4.0% on all costs and expenses for the Development as set forth in the Budget, said fee to exclude any percentage return for costs paid for or directly reimbursed by the Town. The final Developer Fee shall be as set forth in the Budget.

17. Authority; Independent Contractor Status. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering the Development or performing any alteration, renovation, repair, refurbishment or other work. The Parties shall be treated as independent contractors to this Agreement and Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

18. Fees and Taxes. The Parties agree that each unit subject to a Restrictive Covenant within the Development shall not be required to pay building permitting, plan review, and inspection fees, use taxes, impact fees, excise taxes or water PIFs. These taxes and fees will be waived by the Town.

19. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to ensure broad marketing throughout the community. The Developer will utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes, and the Town will assist in ensuring efficient and timely processes for qualifying applicants.

20. Sales. In the event transfer of title to a unit subject to a Restrictive Covenant is not completed within three (3) months from the earlier of the date of certificate of occupancy or the date a contracted buyer dropped out, in either case due to market conditions and at no fault of Developer, the Parties agree that the following events shall occur in the order set forth below:

a. The Developer shall send a written notice ("Developer Notice") to the Town of the Town's option to purchase a unit at the price set forth in the approved Budget, which may be exercised within ten (10) days of such notice being given by the Town to the Developer ("Town Notice"). If the Town exercises its option within such 10-day period,

the Town shall close on such purchase and sale within thirty (30) business days of receipt of the Developer Notice.

b. If the Town does not elect to purchase the unit under subsection a, Developer may exercise its option to rent a unit to a qualified renter at a rate mutually agreed to in writing by the Parties that is no greater than the rental rate equivalent of the targeted sale price AMI.

c. In the event that the Developer, in conjunction with the SCHA, has exhausted the lottery list of potential buyers, and has unsold units, Developer may sell such units to any qualified buyer pursuant to the terms of the Restrictive Covenant.

21. Compliance with Law. Developer shall comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

22. Public Improvements.

a. Guaranteed Maximum Price Proposal. Infrastructure Developer agrees to complete both on-site and off-site public improvements (the “Public Improvements”), subject to the GMP Agreement.

b. Final Acceptance and Dedication. Upon completion of the Public Improvements and upon final acceptance by the Town, Developer shall convey title to the Public Improvements to the Town at which time the Town shall become responsible for the operation and maintenance of the same.

c. Warranty. Infrastructure Developer warrants and guarantees that, for two (2) years from the date of acceptance, each Public Improvement: is not defective; will not fail; has been constructed and installed in a workmanlike manner suitable for its intended uses; has been constructed in compliance with applicable federal, state, municipal, and special district statutes, ordinances, regulations, rules, and codes.

23. Developer’s Obligations.

a. Workforce Housing and Warranty. In accordance with this Agreement, Developer agrees to construct the Restricted Units in the Project. All units will be sold with a two-year warranty from date of certificate of occupancy.

b. Homeowners' Association. Developer shall create the Runway Homeowners' Association (the "HOA"), which shall be responsible for the enforcement of the Declarations and Covenants for the Runway and the Architectural Standards for the Development. Such Declarations and Covenants shall be approved by the Town prior to adoption. The HOA shall also be responsible for the repair and maintenance of: any unique lighting in the Development; any unique signage for the Development; all internal trails and open/green spaces not maintained by the Town; all dumpster enclosures and mailboxes; all private roads and alleys shown on the Planning Documents; and all other items not required by applicable Town standards. The HOA shall not be responsible for repair, maintenance, or operation of any recycling/composting facilities.

c. Architecture. Developer shall develop the Property consistent with the Planning Documents. Architectural Standards for the Development shall be included in the Declaration and Covenants, or separate document, for the Development and shall be enforced by the HOA.

d. Financial Obligations. Infrastructure Developer is obligated to stay within the approved Budget for each Horizontal Phase and Developer is obligated to stay within the approved Budget for each Vertical Phase. The Developer shall provide regular status updates to the Town, through scheduled meetings and/or written reports, as mutually agreed. These updates shall, at a minimum, address progress on the Project and shall include, as appropriate, the hard bids for both horizontal and vertical construction prior to the Developer executing any contracts or agreements. In addition, the Developer shall provide quarterly reports to Town staff that include updates on Project costs, highlighting any fluctuations in construction expenses and significant soft cost items, such as insurance premiums and loan interest, review of the Budget and Schedule, and any other material information relevant to the development process. In the event of unforeseen increases in the cost of construction that are outside the control of Developer, Developer and Town will meet and confer regarding how to address and resolve such cost increases.

e. Timeline for Completion. Developer shall complete each Construction Phase within 18 months of the final framing inspection for the last unit in the phase; failure to do so shall be considered a breach of the Agreement and entitle Town to terminate for cause pursuant to Section 26(a).

24. Insurance. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to the Development Agreement and naming the Town as an additional insured.

25. Term. The Effective Date of this Agreement shall be in accordance with Section 5.9 of the Municipal Charter and remain effective until all obligations of each Party are completed or until terminated as permitted herein.

26. Termination; Delay.

a. Termination by Town for Cause. Town may terminate the services of the Developer for cause, and take possession of the Project and all materials deemed part of the Project; provided, however, Town will reimburse Developer for any materials not already paid for by Town,. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

- i. The Developer is adjudged bankrupt or insolvent.
- ii. The Developer makes a general assignment for the benefit of his creditors.
- iii. A trustee or receiver is appointed for the Developer or for any of his property.
- iv. The Developer files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- v. The Developer repeatedly fails to supply sufficiently skilled workers, or necessary materials or equipment to maintain the construction schedule or provide quality workmanship and/or product.
- vi. The Developer disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Development.
- vii. The Developer unreasonably and repeatedly disregards the authority of the Town as Property Owner or collaborator under this Agreement, after written notice of such concerns and failure to correct such actions.
- viii. The Developer violates any material provision of the Agreement and fails to cure the same within the proper time frame for cure allotted herein.
- ix. Notification by the lender of the Development of financial default by the Developer.
- x. Substantial change in the controlling ownership of Developer.

After termination is effectuated, Town may proceed to finish the Development by whatever method it deems most expedient. Developer will present all final invoicing to the Town within thirty (30) days of Termination for payment by the Town.

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The following payment provisions apply:

- i. In the event the Town terminates the Agreement prior to the authorization of Vertical Construction Phase I, the Developer shall be paid for all Development executed and any costs and expenses incurred, including

payment of the Developer Fee to Infrastructure Developer for Horizontal Phase I construction, and Vertical Construction Phase I construction incurred up until the date of termination.

- ii. In the event the Town terminates the Agreement after the authorization of Vertical Construction Phase I, but prior to the authorization of Vertical Construction Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I as set forth in the Budget.
- iii. In the event the Town terminates the Agreement after the authorization of Vertical Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I and II as set forth in the Budget.
- iv. For purposes of this subsection (b), the term “costs and expenses incurred” shall include Developers costs and expenses resulting from Developer’s performance under this Agreement as well as additional commercially reasonable costs and expenses related to the termination.

c. Termination by Developer. Developer may terminate the Agreement for any of the following reasons. The termination shall be effective thirty (30) days after the Developer has delivered written notice to Town, and provided a fourteen (14) day opportunity to cure:

- i. Town has suspended the Development for more than sixty (60) days, which suspension is not a result of the Town exercising its options under Sections 26(a) and (b).
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.
- vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

d. Payment to Developer. Subsequent to Termination under any provision in this Section 26, Developer shall provide a complete accounting up to the effective date of Termination of Development executed, costs and expenses incurred, and Developer Fee incurred within thirty (30) days of the effective termination date. The Developer shall have the option of resuming work after such payment or proceeding with termination in the event

of termination under Section 26.c. If the Agreement is terminated pursuant to Section 26.c., and in the event Developer does not elect to resume work as relates to termination under Section 26.c., the Developer shall also be entitled to payment for all Development executed and any costs and expenses incurred, plus the remaining Developer Fee for the Vertical Construction Phase the Project was in at the time of termination.

e. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement under any provision, the ownership of all Planning Documents shall transfer from Developer to the Town. For purposes of this Section, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction.

f. Town Assumption of Development. In the event the Town assumes completion of the Development under Section 10, or under any other provision of this Agreement, or the Agreement is terminated pursuant to Section 26, Developer is released from any and all further obligations under this Agreement excluding warranties for work completed prior to termination or assumption.

27. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) 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, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents. As used in this Section, the term "fault" includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

ii. This indemnity provision is to be interpreted to require Developer indemnify and hold Town harmless only to the extent and for an amount represented by the degree or percentage of negligence or other fault attributable to Developer, or Developer's employees, agents, representatives, subcontractors, suppliers, or others for whose acts Developer is liable under applicable law.

iii. To the extent indemnification is required under this Section, Developer shall reimburse Town for all costs and expenses of litigation incurred by Developer related to

the matter for which indemnification is required, including, but not limited to, court costs, expert witness fees, and reasonable attorney's fees.

iv. The extent of Developer's obligation to indemnify and hold Town harmless under this Section shall be determined only after Developer's liability or fault has been determined by adjudication, alternative dispute resolution (if permitted by the Agreement), or is otherwise resolved by mutual agreement between Developer and Town.

v. This indemnity provision applies only with respect to claims brought or asserted against Town by third parties, and not to claims only between Developer and Town.

vi. Town's officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or termination executed by Town and Developer is binding upon Town's officers, employees, and insurers.

vii. To the fullest extent permitted by law, Town shall indemnify and hold Developer, its members and managers harmless from and against all liability, damages, including legal fees and costs, claims and demands brought or asserted against Developer by a third party related to or in any way caused by Town's breach of this Agreement, including without limitation, arising from any act or failure to act as listed in Paragraph 26(c).

viii. All indemnity obligations required by the Agreement shall survive the completion or termination of the Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

b. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. Governmental Immunity. The Town and its officers, elected officials, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, elected officials, attorneys or employees.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Summit County, Colorado.

e. No Third Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

f. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties, and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners.

g. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

h. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

i. Modification. This Agreement may only be modified upon written agreement of the Parties.

j. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

k. Resolution Of Disputes.

i. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy (“Executives”). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

ii. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys’ fees incurred in connection with negotiation and mediation.

iii. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. both parties waive the right to a jury trial with respect to any dispute arising out of or relating to this agreement.

iv. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws

that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

l. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

m. Recording. This Agreement or a notice of memorandum of agreement may be recorded with the Clerk and Recorder for Summit County, Colorado and shall run with the land at the mutual consent of the Parties, which shall not be unreasonably withheld.

n. Authority to Execute Documents. Upon approval of the Ordinance authorizing the Town's participation in this Agreement, the Town Manager shall be authorized to execute any document reasonably required by or related to this Agreement and the Project, including the authorization of and subordination of Encumbrances as set forth Section 16 above.

o. Retained Authority. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

p. Parties to the Agreement. There are two developer parties to this agreement; for the avoidance of doubt, Infrastructure Developer is a responsible party and liable only to the extent of those obligations specifically identified as belonging to Infrastructure Developer. All other obligations and required performance under this Agreement, whether specifically identified as such or not, belong to Developer and Developer is responsible and liable for them. In the event of any conflict between this Agreement and the GMP Agreement, the terms of the GMP Agreement shall prevail.

q. Force Majeure. No party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such performance or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, strikes, lockouts, labor disputes, fire, flood, pandemic, earthquake, or other natural disasters. The affected party shall notify the other party as soon as reasonably possible and shall make all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement.

r. Effective Date. This Agreement shall be effective upon the occurrence of both of the following:

i. 30 days after the Town has adopted an ordinance approving this Agreement;
and

Developer:

The Runway Neighborhood, LLC, a Colorado limited liability company
By: Neighborhood Crafters, LLC a Colorado limited liability company, as Manager of The Runway Neighborhood LLC

By: _____
Suzanne Allen Sabo, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood, LLC.

My commission expires: _____

(SEAL)

Infrastructure Developer:

The Runway Neighborhood Infrastructure, LLC, a Colorado limited liability company
By: Neighborhood Crafters, LLC Colorado limited liability company, as Manager of The Runway Neighborhood Infrastructure, LLC

By: _____
Suzanne Allen Sabo, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood Infrastructure, LLC.

My commission expires: _____

(SEAL)

EXHIBIT A
LEGAL DESCRIPTION

Runway Neighborhood

Tract A Fraction Subdivision
according to the plat recorded December 17, 2021 under reception number 1278464 in
Summit County Colorado

AND

Tract C, Block 11 Subdivision
according to the plat recorded August 3, 2005 under reception number 797050 in
Summit County Colorado

EXHIBIT B
Schedule

Summer 2025 – Phase 1 ground break for civil

September / October 2025 – Vertical Construction Pricing check-in with Town Council and transfer of Tract A

January 2026 – Phase 1 Final Vertical Pricing review and approval with Town Council

June 2026 – Phase 1 Vertical Construction start

September 2026 – Phase 2 Infrastructure review and approval from Town Council*

April 2027 – Phase 2 Infrastructure start (if approved by town council)*

May 2027 – Phase 1 Vertical Construction first closings

May 2028 – Phase 2 Vertical Construction start*

June 2029 – Phase 2 Vertical Construction first closing*

March 2030 – Phase 1 Vertical Construction complete

December 2031 – Phase 2 Vertical Construction complete*

Primary Town Expenditures will be 2025-2030

**This schedule is subject to change by market conditions and other weather conditions. TBD by Developer and Council Authorizations*

Runway Housing Project Development Agreement

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the effective date below in Section 27 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and The Runway Neighborhood, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") and The Runway Neighborhood Infrastructure Crafters, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 (~~collectively, "~~Infrastructure Developer~~"~~) (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

WHEREAS, Developer responded to the RFP, and wishes to construct deed-restricted workforce housing on a portion of the Property; and

WHEREAS, the Town is willing to contribute the Property to Developer for the Project, subject to the terms of this Agreement; and

WHEREAS, the Town is also willing to contribute financially (hereinafter "Town financial contribution") to the project provided the deed restricted housing is sold at affordable prices; and

WHEREAS, on August 13, 2024, ~~Runway Neighborhood Infrastructure, LLC~~ (the "~~Infrastructure Developer~~"), which is owned by the same parent company as Developer, and the Town entered into a Pre-Development Agreement for Services ("PDA") to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Town and the Infrastructure Developer are concurrently negotiating a Guaranteed Maximum Price ("GMP") Agreement for the construction of ~~H~~horizontal Phase I infrastructure improvements on the Property; and

WHEREAS, the Parties desire to set forth the framework for the potential development of workforce housing on a portion of the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish roles and responsibilities regarding the development of workforce housing on the Town-owned property described in Exhibit A.

2. Definitions.

a. "Planning Documents" means the approved plans for development of the Property including the Master Plan, Class A Development Permits, and plats creating the lots for the Property, and any approved site plans for the Property.

b. "Restricted Units" means the residential dwelling units in the Development subject to ~~the~~ Restrictive Housing Covenant, as set forth in more detail in Section 13., which shall be in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

c. "Development" means a deed-restricted workforce housing project to be developed on a portion of the Property as described in the Planning Documents.

d. "Budget" means the financial budget approved by Town Council for the construction of both horizontal and vertical improvements on the Property, which shall include the Town's financial contribution, Developer's warranty obligations, Developer's Incentive, and the agreed upon sale prices for the Vertical Construction Development Phase being constructed as set forth more fully in Section 9 below. The Budget may be revised to reflect current pricing prior to being presented to Town Council for approval as part of the authorization for Vertical Phase I and II. For the avoidance of doubt, approval of the Budget for any Horizontal Phase does not constitute approval of the Budget for Vertical Phase I or II.

e. "Developer's Incentive" means a 70-30 split in favor of the Town of net cost-savings achieved on actual construction of the Horizontal Phases and Vertical Construction Phases, not including any contingency. Such Incentive shall be calculated and paid out at the completion of each Horizontal and Vertical Construction Phase.

Formatted: Font color: Auto

3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use ~~the approved~~ master plan for the Development (the "Master Plan"). ~~As set forth in the PDA, Developer and the Infrastructure Developer shall be responsible for obtaining all required approvals for the Master Plan for this project through the Town of Breckenridge Development Review Process. The Master Plan was approved by Council on May 13, 2025. is already in the development review process and it is anticipated that the Master Plan will be approved concurrently with the GMP Agreement, the Budget, and this Agreement.~~

4. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents and this Agreement. At this time, it is anticipated that the Development will have two horizontal construction phases ("Horizontal Phases I and II") and two vertical construction phases, ("Vertical Construction Phase I and Phase II"). It is an essential element of this Agreement that Town affirmatively authorize the commencement of Vertical Construction Phases I and II. Upon execution of this Agreement and Council approval and execution of the Budget and GMP Agreement, Infrastructure Developer is responsible for proceeding with the Horizontal Phase I. Upon authorization of a Vertical Construction Phase I, including a

Budget, by Town Council at a public meeting, Developer will be responsible for proceeding with~~will be responsible for~~ the construction of Vertical Construction Phase I as set forth in the Planning Documents, but shall not be authorized to commence Horizontal Phase II or Vertical Construction Phase II until the Town so directs. Authorization to commence ~~Phase II with a Horizontal Phase II and~~ Vertical Construction Phase II, including a Budget.

shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each Vertical Construction ~~build~~ Phase.

5. Number of Units. The total number of units allowed in ~~Phase I and Phase II of the~~ Development is shall not exceed one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units. There will be no less than eighty-one; (81) units in Vertical Construction Phase I.

6. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target lower and middle income families in accordance with the individual unit pricing set forth in the approved Budget. ~~The Developer and the Town will agree to the final number of units at each AMI and that number will be reflected in the Budget.~~

7. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development, which shall be set forth in the Budget. ~~The amount of the funding must be mutually acceptable to the Town and the Developer and will be set forth in the Budget.~~ The Budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The Budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the Budget or the Town and the Infrastructure Developer do not agree on the GMP Agreement for Horizontal Phase I, either Party may terminate this Agreement. If either Party or the Parties terminate this Agreement under this Section 7, the Town will provide payment for services and costs to date pursuant to the PDA and neither party shall have any further obligation to each other. Upon approval of the Budget and GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the ~~Developer and the~~ Infrastructure Developer by monthly draw based on the bills paid and work completed/percentage completion, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer and Infrastructure Developer. The details of payment and scope of work for Horizontal Phase I will be set forth in the GMP Agreement. ~~Vertical development~~ Any remaining subsidies for Vertical Phase I and II identified in the Budget shall be paid based on the number of units for which building permits are submitted at any one time (each set of building permits to be referred to as a "Construction Phase"), for each phase (based on number of units per phase) at the time the first building permits are issued for each phase; provided, however, the Parties may mutually agree in writing to an alternative schedule or process for the Town's financial contribution.

8. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit BC** and incorporated herein by reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties. As noted in Section 4 above, Vertical Construction Phase I, Horizontal Phase II, and Vertical Construction Phase II of the Development shall not commence until approved by the Town in general accordance with the schedule as set forth in Exhibit B.

9. Transfer of Property. ~~After execution of this Agreement, and after the Town has reviewed and approved the Budget and GMP Agreement,~~

(a) At the Fall 2025 financial review that is reflected in Exhibit B and prescribed below in Section 23(e), the Town and Developer will review current pricing for the construction of Vertical Construction Phase I, compare it to the Budget previously approved, evaluate overall market conditions, and subsequently present a recommendation to the Town Council regarding the financial feasibility of moving forward with Vertical Construction Phase I. If the Town Council agrees that it appears financially feasible at that time to make a preliminary authorization to proceed with Vertical Construction Phase I, the Town shall transfer ownership of the portion of the Property described in Exhibit A associated with Vertical Construction Phase I to Developer in accordance with the Phase I and Phase II Planning Documents, by special warranty deed to facilitate the timely financing, development, and sale of Vertical Construction Phase I of the Project. The preliminary authorization contemplated in this Paragraph 9(a) does not constitute final approval for the Budget for Vertical Construction Phase I or final authorization to commence construction of Vertical Construction Phase I. In the event the Property is transferred pursuant to this Section 9(a), the following conditions apply:

i. Developer may not encumber in the Property in any way, including as contemplated in Section 14 below, until Vertical Construction Phase I is finally approved and authorized by Town Council.

Formatted: Indent: Left: 1"

ii. If the Town has not affirmatively and finally authorized Vertical Construction Phase I within one year of the transfer, or if this Agreement is terminated pursuant to any provision set forth in Section 26, Developer will re-convey the unencumbered Property back to the Town.

(b) The Phase II portion of the Property shall be transferred to Developer promptly upon the Town approving Vertical Construction Phase II pursuant to Section 4 above. The Town Council may approve Horizontal Phase II with or without approving Vertical Construction Phase II, if the parties agree on a new GMP Agreement for Horizontal Phase II.

(c) Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated

Formatted: Indent: First line: 0.5"

with the closing agent. -Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. -The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

10. Default. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim by the Town of a breach or default by Developer, and Developer shall have the opportunity to cure such alleged default within thirty (30) days, unless such cure cannot be accomplished within such time period, and in such case for a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances.

In the case of any such uncured default, the Town reserves the right to proceed with assumption of all rights and responsibilities of the Developer for the Phase of the Development that is subject to such default. In addition, any such case of uncured default may result in the Town proceeding to terminate this Agreement for cause as set forth in Section 26(a).

11. Reverter Clause. In the case of a default or termination pursuant to Section 26, and after any and all cure periods during which Developer fails to cure, any and all Property interests, including the Property described in **Exhibit A**, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall be conveyed back to the Town in the same manner and upon the same or similar terms as conveyed to Developer under Section 9.

12. Developer Employee Unit. The Parties ~~shall agree that one (1) upon three (3) units~~ that will be reserved for sale to one of Developer's and the Infrastructure Developer's contractors, subcontractors, ~~or employees of contractors and subcontractors~~ ("Developer Employee"). The unit shall be reserved in Phase I and shall be one of the single-family home units. Two (2) units in Phase I shall be reserved for purchase by a Developer Employee and one (1) unit in Phase II shall be so reserved. Developer Employees seeking to purchase one of the Developer Employee Units shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations. If the unit is not purchased by a Developer Employee by the time all sale phases in Vertical Construction Phase I are completed, Developer will have no further right to any unit in Vertical Construction Phase I or II.

Formatted: Underline, Pattern: Clear (Gray-10%)

13. Restrictive Housing Covenant. The Town shall, prior to any transfer of the Property to Developer, record a Restrictive Housing Covenant against the Property mutually acceptable to the parties. The Town will allow the Restrictive Housing Covenant to be subordinate to any financing associated with the Development.

14. Financing. Developer shall be solely responsible to procure financing for the Vertical Construction Phases I and II of the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 26(b) herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

15. Inspection of Developer Books and Records. Except for the Developer's financing documents, the Developer shall maintain all books and records related to the Project and make them available for inspection upon the Town's request. Notwithstanding the foregoing, if the Town has reasonable cause to believe that Developer cannot complete the Project, the Town may request to review the financing documents of the Developer at which time the Developer may assert that such financing documents are confidential records for purposes of under Colo.Rev.Stat. § 24-72-204. For purposes of this section "financing documents" includes all records documenting the obligations of Developer regarding the loan(s), excluding documentation as to the loan terms and the Encumbrance which is subject to disclosure under Section 14.

16. Developer Fee. Developer shall receive a ~~minimum~~ fee for the horizontal and for vertical construction and the Infrastructure Developer shall receive a ~~minimum~~ fee for construction of the infrastructure in the amount of 74.0% on all costs and expenses for the Development as set forth in the Budget, said ~~fee~~ to exclude any percentage return for costs paid for or directly reimbursed by the Town. The final Developer Fee shall be as set forth in the Budget.

17. Authority; Independent Contractor Status. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering the Development or performing any alteration, renovation, repair, refurbishment or other work. The Parties shall be treated as independent contractors to this Agreement and Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

18. Fees and Taxes. The Parties agree that each unit subject to a Restrictive Covenant within the Development shall not be required to pay building permitting, plan review, and inspection fees, use taxes, impact fees, excise taxes or water PIFs. These taxes and fees will be waived by the Town.

19. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to ensure broad marketing throughout the community.

The Developer will utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes, and the Town will assist in ensuring efficient and timely processes for qualifying applicants.

20. Sales. In the event transfer of title to a unit subject to a Restrictive Covenant is not completed within three (3) months from the earlier of the date of certificate of occupancy or the date a contracted buyer dropped out, in either case due to market conditions and at no fault of Developer, the Parties agree that the following events shall occur in the order set forth below:

a. The Developer shall send a written notice ("Developer Notice") to the Town of the Town's option to purchase a unit at the price set forth in the approved Budget, which may be exercised within ten (10) days of such notice being given by the Town to the Developer ("Town Notice"). If the Town exercises its option within such 10-day period, the Town shall close on such purchase and sale within thirty (30) business days of receipt of the Developer Notice.

b. If the Town does not elect to purchase the unit under subsection a, Developer may exercise its option to rent a unit to a qualified renter at a rate mutually agreed to in writing by the Parties that is no greater than the rental rate equivalent of the targeted sale price AML. ~~less than the Developer costs for the unit for the loan, taxes, insurance, and HOA dues. In the event the Developer exercises its option to lease under subsection b, the Town has the discretion to either: i) permit Developer to lease the unit exempt from the established affordability requirements or ii) provide additional funding to offset the difference between the then established affordable rental rate and the mutually agreed to rental rate.~~

c. In the event that the Developer, in conjunction with the SCHA, has exhausted the lottery list of potential buyers, and has unsold units, Developer may sell such units to any qualified buyer pursuant to the terms of the Restrictive Covenant.

21. Compliance with Law. Developer shall comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any

hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

22. Public Improvements.

a. Guaranteed Maximum Price Proposal. Infrastructure Developer agrees to complete both on-site and off-site public improvements (the "Public Improvements"), subject to the GMP Agreement, a Guaranteed Maximum Price ("GMP") proposal. ~~At the conclusion of the design development phase the Developer shall prepare and submit a GMP proposal to the Town based on the design development documents. The GMP shall be delivered to the Town within three (3) weeks of the approval of the Public Improvement permits. The Parties agree to negotiate in good faith to enter into a construction agreement based on a Guaranteed Maximum Price.~~

b. Final Acceptance and Dedication. Upon completion of the Public Improvements and upon final acceptance by the Town, Developer shall convey title to the Public Improvements to the Town at which time the Town shall become responsible for the operation and maintenance of the same.

c. Warranty. Infrastructure Developer warrants and guarantees that, for two (2) years from the date of acceptance, each Public Improvement: is not defective; will not fail; has been constructed and installed in a workmanlike manner suitable for its intended uses; has been constructed in compliance with applicable federal, state, municipal, and special district statutes, ordinances, regulations, rules, and codes.

23. Developer's Obligations.

a. Workforce Housing and Warranty. In accordance with this Agreement, Developer agrees to construct ~~The total number of the Restricted Units in Phase I of the Project shall not exceed eighty-one (81) single family, duplex and multi-family units. To ensure affordability over time, the entire Development shall be for sale single family, duplex, or multi-family Restricted Units subject to the Restrictive Covenant, as outlined in Exhibit B, and Notice of Lien. The total number of Restricted Units in Phase I of the Project shall not exceed eighty-one (81) single family, duplex and multi-family units. The total number of restricted units in both Phase I and Phase II of the Project shall not exceed one hundred and forty-eight units. The units will be sold at the sale prices approved by the Town and as reflected in the Budget.~~ All units will be sold with a two~~one~~-year warranty from date of certificate of occupancy.

b. Homeowners' Association. Developer shall create the Runway Homeowners' Association (the "HOA"), which shall be responsible for the enforcement of the Declarations and Covenants for the Runway and the Architectural Standards for the Development. Such Declarations and Covenants shall be approved by the Town prior to adoption. The HOA shall also be responsible for the repair and maintenance of: any unique lighting in the Development; any unique signage for the Development; all internal trails and open/green spaces not maintained by the Town; all dumpster enclosures and mailboxes; all private roads and alleys shown on the Planning Documents; and all other

items not required by applicable Town standards. The HOA shall not be responsible for repair, maintenance, or operation of ~~any~~the recycling/composting facilities.

c. Architecture. Developer shall develop the Property consistent with the Planning Documents. Architectural Standards for the Development shall be included in the Declaration and Covenants, or separate document, for the Development and shall be enforced by the HOA.

~~d. Permitted Development, Construction of Planning Documents. The Developer shall develop the Development in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. To the extent the Planning Documents are silent on a particular matter, the Breckenridge Town Code and associated Town Standards shall apply.~~

~~e. Financial Obligations Check Points. Infrastructure Developer is obligated to stay within the approved Budget for each Horizontal Phase and Developer is obligated to stay within the approved Budget for each Vertical Phase. The Developer shall provide regular status updates to the Town on a weekly or biweekly basis, through scheduled meetings and/or written reports, as mutually agreed. These updates shall, at a minimum, address progress on the Pproject milestones and shall include, as appropriate, the hard bids for both horizontal and vertical construction prior to the Developer executing any contracts or agreements. In addition, the Developer shall provide quarterly reports to Town staff that include updates on Pproject costs, highlighting any fluctuations in construction expenses and significant soft cost items, such as insurance premiums and loan interest, review of the Budget and Schedule, and any other material information relevant to the development process. In the event of unforeseen increases in the cost of construction that are outside the control of Developer, Developer and Town will meet and confer regarding how to address and resolve such cost increases.~~

~~f. Timeline for Completion. Developer shall complete each Construction Phase within 18 months of the final framing inspection for the last unit in the phase; failure to do so shall be considered a breach of the Agreement and entitle Town to terminate for cause pursuant to Section 26(a).~~

24. Insurance. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to the Development Agreement and naming the Town as an additional insured.

25. Term. The Effective Date of this Agreement shall be in accordance with Section 5.9 of the Municipal Charter and remain effective until all obligations of each Party are completed or until terminated as permitted herein. ~~If the Planning Documents are not approved by the Town as described in Section 9, then Developer shall be paid for services to date pursuant to Section 4 and this Agreement shall automatically terminate and be of no force and effect whatsoever.~~

26. Termination; Delay.

a. Termination by Town for Cause. Town may terminate the services of the Developer for cause, and take possession of the Project and all materials deemed part of the Project; provided, however, Town will reimburse Developer for any materials not already paid for by Town, and equipment deemed to be part of the Services, if terminated based on cause as contemplated herein. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

- i. The Developer is adjudged bankrupt or insolvent.
- ii. The Developer makes a general assignment for the benefit of his creditors.
- iii. A trustee or receiver is appointed for the Developer or for any of his property.
- iv. The Developer files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- v. The Developer repeatedly fails to supply sufficiently skilled work ~~mersa~~, or necessary materials or equipment to maintain the construction schedule or provide quality workmanship and/or product.
- vi. The Developer disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Development.
- vii. The Developer unreasonably and repeatedly disregards the authority of the Town as Property Owner or collaborator under this Agreement, after written notice of such concerns and failure to correct such actions.
- viii. The Developer violates any material provision of the Agreement and fails to cure the same within the proper time frame for cure allotted herein.
- ix. Notification by the lender of the Development of financial default by the Developer.
- ~~ix.~~ x. Substantial change in the controlling ownership of Developer.

After termination is effectuated, Town may proceed to finish the Development by whatever method it deems most expedient. Developer will present all final invoicing to the Town within thirty (30) days of Termination for payment by the Town.

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The following payment provisions apply:

- i. In the event the Town terminates the Agreement prior to the authorization of Vertical Construction Phase I, the Developer shall be paid for all Development executed and any costs and expenses incurred, including

Formatted: Font: (Default) Arial, Font color: Custom Color(RGB(43,87,154)), Condensed by 0.1 pt, Pattern: Clear (Gray-10%)

Commented [KA1]: Define incurred to include paid

Formatted: Font: (Default) Arial, Font color: Custom Color(RGB(43,87,154)), Condensed by 0.1 pt, Pattern: Clear (Gray-10%)

payment of the Developer Fee to Infrastructure Developer for Horizontal Phase I construction, and Vertical Construction Phase I construction incurred up until the date of termination, sustained due to the termination and Developer will present all final invoicing to the Town within thirty (30) days of Termination effective date.

- ii. In the event the Town terminates the Agreement after the authorization of Vertical Construction Phase I, but prior to the authorization of Vertical Construction Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I as set forth in the Budget.
- iii. In the event the Town terminates the Agreement after the authorization of Vertical Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I and II as set forth in the Budget.
- iv. For purposes of this subsection (b), the term "costs and expenses incurred" shall include Developers costs and expenses resulting from Developer's performance under this Agreement as well as additional commercially reasonable costs and expenses related to the termination.

Formatted: Font: (Default) Arial, Font color: Custom Color(RGB(43,87,154)), Condensed by 0.1 pt, Pattern: Clear (Gray-10%)

Formatted: Font: (Default) Arial, Font color: Custom Color(RGB(43,87,154))

Formatted: Font: (Default) Arial, Font color: Custom Color(RGB(43,87,154))

Formatted: Condensed by 0.1 pt

Formatted: Condensed by 0.1 pt

c. Termination by Developer. Developer may terminate the Agreement for any of the following reasons. The termination shall be effective thirty (30) days after the Developer has delivered written notice to Town, and provided a fourteen (14) day opportunity to cure:

- i. Town has suspended the Development for more than sixty (60) days, which suspension is not a result of the Town exercising its options under Sections 26(a) and (b).
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.
- vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

d. Payment to Developer. Subsequent to Termination under any provision in this Section 26, The Developer shall be entitled to payment for all Development implemented and any expenses sustained due to the termination providing they have a

~~provided complete accounting up to the effective date of Termination of Development executed, costs and expenses incurred, and Developer Fee incurred~~ within thirty (30) days of the effective termination date. ~~In the event of termination, payments will be made to Developer for all work performed up to the date of termination.~~ The Developer shall have the option of resuming work after such payment or proceeding with termination in the event of ~~termination~~ under Section 26.c. If the Agreement is terminated pursuant to ~~Section 26.b. or~~ 26.c., and in the event Developer does not elect to resume work as relates to termination under Section 26.c., the Developer shall also be entitled to payment for all Development executed and any costs and expenses incurred, plus for the remaining Developer Fee for the Vertical Construction Phase the Project was in at the time of termination~~the entirety of the Development.~~

~~If all phases of the Development are not completed by the Developer, the Agreement may be terminated by the Town in accordance with the provisions set forth in this Section 26.~~

e. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement under any provision pursuant to Section 26.b. the ownership of all Planning Documents shall transfer from Developer to the Town ~~as the Town's sole remedy against Developer for termination for cause.~~ For purposes of this Section, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction.

f. Town Assumption of Development. In the event the Town assumes completion of the Development under Section 10, or under any other provision of this Agreement, or the Agreement is terminated pursuant to Section 26, Developer is released from any and all further obligations under this Agreement excluding warranties for work completed prior to termination or assumption.

27. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) 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, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents.

As used in this Section, the term "fault" includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

ii. This indemnity provision is to be interpreted to require Developer indemnify and hold Town harmless only to the extent and for an amount represented by the degree or percentage of negligence or other fault attributable to Developer, or Developer's employees, agents, representatives, subcontractors, suppliers, or others for whose acts Developer is liable under applicable law.

iii. To the extent indemnification is required under this Section, Developer shall reimburse Town for all costs and expenses of litigation incurred by Developer related to the matter for which indemnification is required, including, but not limited to, court costs, expert witness fees, and reasonable attorney's fees.

iv. The extent of Developer's obligation to indemnify and hold Town harmless under this Section shall be determined only after Developer's liability or fault has been determined by adjudication, alternative dispute resolution (if permitted by the Agreement), or is otherwise resolved by mutual agreement between Developer and Town.

v. This indemnity provision applies only with respect to claims brought or asserted against Town by third parties, and not to claims only between Developer and Town.

vi. Town's officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or termination executed by Town and Developer is binding upon Town's officers, employees, and insurers.

~~vii. ~~vii.~~ All indemnity obligations required by the Agreement shall survive the completion or termination of the Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation."~~

~~viii. To the fullest extent permitted by law, Town shall indemnify and hold Developer, its members and managers harmless from and against all liability, damages, including legal fees and costs, claims and demands brought or asserted against Developer by a third party related to or in any way caused by Town's breach of this Agreement, including without limitation, arising from any act or failure to act as listed in Paragraph 26(c).~~

Formatted: Font: (Default) Arial

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"

Formatted: Font: (Default) Arial

b. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. Governmental Immunity. The Town and its officers, elected officials, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, elected officials, attorneys or employees.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Summit County, Colorado.

e. No Third Party Beneficiaries. No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

f. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties, and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners.

g. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

h. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

i. Modification. This Agreement may only be modified upon written agreement of the Parties.

j. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

k. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

I. Resolution Of Disputes.

A. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("Executives"). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

B. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may

Formatted: Font: Arial, Not Bold, Underline, Font color: Custom Color(RGB(43,87,154)), Pattern: Clear (Gray-10%)

Formatted: Font: Arial, Not Bold

Formatted: Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 50 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"

Formatted: Font: Arial, Font color: Custom Color(RGB(43,87,154)), Pattern: Clear (Gray-10%)

Formatted: Font: Arial

Formatted: Font: Arial, Font color: Custom Color(RGB(43,87,154)), Pattern: Clear (Gray-10%)

each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys' fees incurred in connection with negotiation and mediation.

Formatted: Font: Arial

C. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Formatted: Font: Arial, Font color: Custom Color(RGB(43,87,154)), Pattern: Clear (Gray-10%)

D. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

Formatted: Font: Arial

Formatted: Font: (Default) Arial, Font color: Custom Color(RGB(43,87,154)), Pattern: Clear (Gray-10%)

Formatted: Heading 2, Style 30, Indent: First line: 0", Space After: 0 pt

Formatted: Font: Arial

m. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

n. Recording. This Agreement or a notice of memorandum of agreement may be recorded with the Clerk and Recorder for Summit County, Colorado and shall run with the land at the mutual consent of the Parties, which shall not be unreasonably withheld.

o. Authority to Execute Documents. Upon approval of the Ordinance authorizing the Town's participation in this Agreement, the Town Manager shall be authorized to execute any document reasonably required by or related to this Agreement and the Project, including the authorization of and subordination of Encumbrances as set forth Section 16 above.

p. Retained Authority. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

q. Parties to the Agreement. There are two developer parties to this agreement; for the avoidance of doubt, Infrastructure Developer is a responsible party and liable only to the extent of those obligations specifically identified as belonging to Infrastructure Developer. All other obligations and required performance under this Agreement, whether specifically identified as such or not, belong to Developer and Developer is responsible and liable for them. In the event of any conflict between this Agreement and the GMP Agreement, the terms of the GMP Agreement shall prevail.

r. Force Majeure. No party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such performance or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, strikes, lockouts, labor disputes, fire, flood, pandemic, earthquake, or other natural disasters. The affected party shall notify the other party as soon as reasonably possible and shall make all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF BRECKENRIDGE

Shannon Haynes, Acting Town Manager

ATTEST:

Helen Cospolich, Town Clerk

Developer:

The Runway Neighborhood, LLC, a Colorado limited liability company
By: Neighborhood Crafters, LLC a Colorado limited liability company, as Manager of Runway Neighborhood LLC

Formatted: Indent: Left: 3.5", First line: 0"

By: _____
Suzanne Allen Sabo, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood, LLC.

My commission expires: _____

(SEAL)

Notary Public

Infrastructure Developer:
The Runway Neighborhood
Infrastructure, LLC, a Colorado limited
liability company
By: Neighborhood Crafters, LLC a
Colorado limited liability company

Formatted: Font: Bold
Formatted: Indent: Left: 3.5", First line: 0"

By: _____
Suzanne Allen Sabo, Manager

STATE OF COLORADO)
_____) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2025, by Suzanne Allen Sabo as Manager of Neighborhood Crafters, LLC, as Manager of The Runway Neighborhood Infrastructure, LLC.

My commission expires: _____

(SEAL)

Formatted: Font: (Default) Arial
Formatted: Normal, Indent: First line: 0"

EXHIBIT A
LEGAL DESCRIPTION

Runway Neighborhood

Tract A Fraction Subdivision
according to the plat recorded December 17, 2021 under reception number
1278464 in Summit County Colorado

AND

Tract C, Block 11 Subdivision
according to the plat recorded August 3, 2005 under reception number 797050 in
Summit County Colorado

EXHIBIT B
Restrictive Housing Covenant and Notice of Lien
For Runway Neighborhood,
Summit County, Colorado
(attached)

EXHIBIT BC
Schedule

Summer 2025 – Phase One ground break for civil

Fall 2025 – Vertical Pricing check in

Q1 2026 – Final Vertical pricing approved

Summer 2026 – Start of Phase 1 Vertical Construction

Phase 2 civil work continues or paused*

Summer 2027 – Potential phase 2 civil work start*

Winter 2027/2028 – Closings of first units in Phase 1

Spring 2028 – Vertical construction Phase 2 start*

Winter 2029 – All phase 1 units closed

Winter 2030 – Closings of first units in Phase 2*

Winter 2031 – Development Completion*

Primary Town Expenditures will be 2025-2030

**This schedule is subject to change by market conditions and other weather conditions. TBD by Developer and Council Authorizations*



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Matt Hulsey, Assistant Director of Public Works – Parking, Mobility, Sustainability
Date: 5/20/2025 (for 5/27/2025 work session)
Subject: Overnight Parking Fee Changes (Resolution)

Town Council Goals (Check all that apply)

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

Summary

A resolution to update the price for overnight oversized vehicle parking at the Airport Lot from up to \$10 per night, to \$45 per night. The change is needed to make clear that the smaller area is reserved and enforced for oversized vehicles only. The increased rate will also encourage oversized vehicles to find alternate locations as space for large vehicles becomes scarcer in town.

Background

Historic summer parking data shows that we see between 15 and 40 vehicles of varying sizes utilizing the overnight parking option at the Airport Lot. The vehicle size, parking rate, and proximity to lodging are considered the primary reasons people have chosen to park their vehicles in this area in the past. With a severely limited number of parking spaces now available in the lot, and an alternative parking option for standard passenger vehicles which make up the majority of vehicles parking in the lot, staff are recommending the small available section at Airport Lot be designated and enforced as only for oversized vehicles at an increased rate.

Public outreach/engagement

The lot will be signed and enforced for oversized vehicles only. Updates to the BreckPark.com website have taken place and Breck Park has been reaching out to lodging, businesses, and properties that make mention of the former Airport Lot on their websites and found through Google searches to update their information or link to the Breck Park website for the most updated information. In addition, staff will work with the Communications Outreach team and BTO to continue pushing the message both locally and more broadly as we understand this is a big change for our community.

Financial Implications

At the current price, we see around \$30k in parking revenue between June and October in this lot. With this resolution, we expect a lower vehicle count, but increased revenue to around \$60k over the same time period. We also expect some additional costs in signage and labor to prepare the area for use.

Equity Lens

In revising the overnight Airport Lot parking rates, staff considered the groups primarily affected by this increase, mostly comprised of RV and trailer owners who rent local lodging where RVs and other oversized vehicles are prohibited from parking. Given the decrease in available parking spaces due to

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.

the pending construction of the Runway Neighborhood, increasing the overnight parking rates for RVs and trailers is necessary to limit demand. Staff does not believe that this rate change for oversized vehicles will disproportionately impact marginalized groups. Camping continues to be prohibited within Town, including at the Airport Lot.

Staff Recommendation

Staff recommends Council approve the resolution to increase the overnight parking fees for oversized vehicles in the Airport Lot. Staff will be available for questions.

1 RESOLUTION NO. ____

2
3 Series 2025

4
5 **A RESOLUTION APPROVING CHANGES TO PARKING RATES AT TOWN-**
6 **OWNED LOTS.**

7
8
9 WHEREAS, the Town of Breckenridge owns and operates a number of parking lots
10 within the jurisdictional boundaries of the Town, as such lots are described on Exhibit A and
11 incorporated herein ("Town Lots"); and

12 WHEREAS, in the past the Town has set the parking rates for the Town Lots in
13 conjunction with the annual budget adoption; and

14 WHEREAS, in order to address changing conditions within the Town Lots, the Town
15 desires to change the parking rates previously set as part of the budget adoption; and

16 WHEREAS, the Town Charter Sections 5.8 and 10.12 allow the Council to adopt and
17 make amendments to the budget by resolution; and

18 WHEREAS, the Town wishes to make amendments to the parking rates for Town Lots
19 as further set forth in this resolution.

20 NOW, THEREFORE, in consideration of the above premises and terms and conditions
21 contained herein, the parties agree as follows:

22
23 **Section 1.** The Town Council hereby approves the changes to the parking rates set forth
24 in the attached **Exhibit B.**

25 **Section 2.** This resolution is effective upon adoption.

26
27 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2025.

28 TOWN OF BRECKENRIDGE

29
30
31
32
33 By: _____
34 Kelly Owens, Mayor

35
36 ATTEST:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

EXHIBIT A

“List of Town Owned/Operated Parking Zones”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

- Adams
- Airport Lot
- Barney Ford
- Central Main – 100 N, 100 S
- Courthouse
- Exchange Lower
- Exchange Outdoor
- Exchange Upper
- F-Lot
- Ice House
- Lincoln
- North Main – 200-300 N
- Ridge Alley
- Ridge Street North – 100 N, 100 S
- Ridge Street South – 200-500 S
- South Gondola Lot and Garage
- South Main – 200-400 S
- Tiger Dredge
- Tonopah
- Washington
- Wellington

1
2
3
4
5

EXHIBIT B

“Current and Proposed Rates”

Monday - Thursday Rates

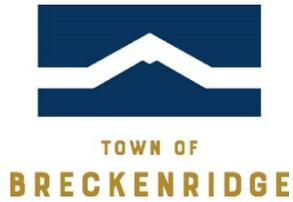
Airport Lot Overnight	Current - All Vehicles		Proposed - Oversize Only, Max 25	
Zone(s)	776		777	
Hours	Overnight	Year Round	All Hours	Year Round
24 Hours Parking Total	\$5.00		\$45.00	

6
7

Friday - Sunday Rates

Airport Lot Overnight	Current - All Vehicles		Proposed - Oversize Only, Max 25	
Zone(s)	776		777	
Hours	Overnight	Year Round	All Hours	Year Round
24 Hours Parking Total	\$10.00		\$45.00	

8



Memo

To: Town Council
 From: Laurie Best, Housing Director
 Shannon Haynes, Town Manager
 Keely Ambrose, Town Attorney
 Date: 5/20/25 (for 05/27/2025)
 Subject: Approval of IGA with Summit School District

Town Council Goals (Check all that apply)

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

Summary

Staff is requesting that Town Council review and approve the IGA with the Summit School District for the use of and eventual transfer of the parcel of property known as the “McCain Parcel” to the Town from the District, in exchange for a perpetual right-of-first refusal to purchase 35 units in The Runway Neighborhood by District employees.

Background

For over a year, staff has been working to secure an IGA with the Summit School District for the McCain parcel. A number of factors, including other development occurring in Town as well as the Town’s development of The Runway Neighborhood, necessitate the relocation of critical Town facilities, including snow and equipment storage and parking. The McCain Parcel is in an ideal location for the Town to meet current and future organizational needs.

Over the years, the School District has indicated that it desired to utilize the McCain Parcel for its own employee/workforce housing project. In recognition of the fact that development of housing takes significant expertise and public investment, and that available vacant land in the Town is becoming ever more limited, the proposed IGA represents a unique opportunity for collaboration between two public entities. The Agreement is drafted in such a way as to allow the Town to use the property while The Runway Neighborhood project is under construction, with final transfer of the property to happen on the first to occur of 35 District employees owning homes in the project or Phase II of the project commencing. There will be 81 units in Phase I of the Project and 148 units total in the entire Project. Vertical construction of Phase I is expected to commence in 2026, while infrastructure is targeted to begin this summer.

Public outreach/engagement

The Agreement was considered by the School Board at a public meeting on May 15, 2025, and the Board approved the Agreement in its current form.

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.

Financial Implications

There is no monetary cost to this Agreement other than the right-of-first refusal mentioned above. The Town only gets the use, and ultimate ownership, of the property if the Town proceeds with The Runway Neighborhood project. If economic circumstances dictate that the Town has to pause or delay the project, the Agreement allows for the parties to adjust and adapt to changing circumstances.

Equity Lens

While this Agreement does give District employees a first right to purchase the limited number of units in the Project, the price of the units remains the same as those available to the general public. Staff feels that teachers and school employees in general tend to be paid lower than many other local employees with similar education and work experience, so in that sense they may be under-represented in current workforce housing projects.

Staff Recommendation

Staff recommends that the Council approve the IGA as presented today.

1 RESOLUTION NO. ____

2
3 Series 2025

4
5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**
6 **BETWEEN THE TOWN OF BRECKENRIDGE AND THE SUMMIT SCHOOL**
7 **DISTRICT**
8
9

10 WHEREAS, the Summit School District (“District”) owns a parcel of real property located
11 within the Town of Breckenridge, known as Tract B, McCain Sub (the “Property”); and

12 WHEREAS, the Town of Breckenridge (“Town”) is planning a large workforce housing
13 development (the “Project”) on neighboring property known as portions of the Fraction and
14 Block 11 Subdivisions (“Town Property”); and

15 WHEREAS, the Town and the District wish to enter into an intergovernmental agreement
16 allowing for the use by and eventual transfer to the Town of the Property, in exchange for a
17 perpetual right of first refusal on the purchase of units by District employees;

18 WHEREAS, the District’s Board has approved the Intergovernmental Agreement,
19 attached hereto as Exhibit A, at a public meeting; and

20 WHEREAS, the Town Council has considered the IGA at a public meeting.

21 NOW, THEREFORE, in consideration of the above premises and terms and conditions
22 contained herein, the Town Council hereby declares as follows:

23 **Section 1.** The Town Council hereby approves the Intergovernmental Agreement
24 attached hereto as **Exhibit A.**

25 **Section 2.** This resolution is effective upon adoption.
26

27 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2025.

28 TOWN OF BRECKENRIDGE
29
30

31
32
33 By: _____
34 Kelly Owens, Mayor
35

36 ATTEST:
37
38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

EXHIBIT A

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
REGARDING TRANSFER OF MCCAIN PROPERTY**

This Agreement is entered into as of this ____ day of _____, 2025 by and between the Summit School District RE-1 (“District”), a Colorado public school district and political subdivision of the state, and the Town of Breckenridge (“Town”), a Colorado municipal corporation. District and Town are referred to individually in this Agreement by name or as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the District, has agreed to transfer all of its interest to a parcel of real Property known as the McCain parcel, described on Exhibit A (“Property”), to the Town;

WHEREAS, the Town is in the process of designing a new workforce housing development known as “The Runway”(“Project”) which will consist of approximately 150 various housing units located on the Block 11 parcel in the Town;

WHEREAS, the Town has agreed to subsidize the cost of the land, density, infrastructure (including utilities) and a limited amount of the vertical construction to make these housing units more affordable to workers making 80-150 percent of the AMI;

WHEREAS, in exchange for the conveyance of the Property to the Town from the District, the Town has agreed to sell 35 of the housing units within the Project to active employees of the District and, in order to ensure that there will be 35 units available to District employees in the future, to place a restriction on all of the housing units within the Project that establishes a “First Right of Refusal” for active District employees should any unit be resold and the number of occupied housing units owned by an active District employee has dropped below 35 housing units;

WHEREAS, 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the benefits and obligations contained herein, and subject to the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

A. Obligations of the Town.

1. The Town is working with a developer to build approximately 150 workforce housing units at The Runway housing Project located on Block 11. The Runway housing Project is anticipated to be started in 2025 and completed by 2031. The Town will subsidize the cost of the infrastructure including utilities, density needed for the

housing development, design cost, land cost, and a limited amount of the vertical construction cost to help keep these housing units affordable to workers making 80-150 percent of the Areas Median Income. The Town contemplates utilizing two build phases for the Project (“1st Build Phase” and “2nd Build Phase”). For the avoidance of doubt, the sale phases referenced below are separate and distinct from the Build Phases. There may be multiple sale phases in each Build Phase.

2. Initial Sale: The Town or the Summit Combined Housing Authority (“Authority”), will utilize a proven lottery system for the selection of candidates eligible to purchase housing units within the Project. These lotteries will occur in sale phases over the Projected build time of the Project. In each sale phase active District employees, subject to any applicable qualifying criteria including but not limited to income, will be given first right to purchase 25% of the housing units in that sale phase. Included in that 25% would be a breakdown of approximately 25% of each housing unit type available in that particular sale phase which will be offered to active District employees. This lottery system would be in place until the required initial sale of 35 housing units for District employees has been met. The price offered to District employees for each housing unit shall be affordable to households of low and moderate income, as determined by the Summit Combined Housing Authority. The Town anticipates the sale prices for the first sale phase will start at \$351,000 for two bedroom townhomes, \$575,000 for three bedroom townhomes, and \$620,000 for single family homes. Sales prices for subsequent phases will assume a maximum 3% annual appreciation or change in AMI whichever is less.

3. Resale: The Town will ensure that a permanent restriction is recorded on all the housing units developed as part of the Project to establish a “First Right of Refusal” for all resales. The “First Right of Refusal” will occur once a current owner makes the Town or the Authority aware of their desire to sell their unit. The price for the resale will be set by the Authority based on the approved formula and an active District employee will have the first right to refuse purchase of the Unit if at any time the number of owned housing units by active District employees drops below the number of 35. If more than one active District employee is interested in the for-sale Property then a lottery will be held to determine the buyer. This process will apply in perpetuity for the life of the development.

4. Contracting: The Town is currently under contract with a developer/builder for pre-development design for the Project.

5. Phasing: As noted above, the Town contemplates two Build Phases for the Project. If Town Council has not authorized construction of the 2nd Build Phase at a public meeting by December 31, 2027, the following will occur:

5.1 District will not convey the Property (and Town will continue to be able to utilize the Property as set forth in Section B below) until the first to occur of:

5.1.1 Town Council authorizes the 2nd Build Phase; or

5.1.2 The District reaches 35 District employee owned Units through a combination of the exercise of the First Right of Refusal at Initial Sale and Resale as set forth in Sections A.2 and A.3 above. For the avoidance of doubt, at no point will the District be entitled to the First Right of Refusal on more than 25% of the Units in an Initial Sale phase.

5.2 The Parties will meet and confer regarding potential amendments or termination of this Agreement.

B. Obligations of the District

The District, through their attorney, will develop a land transfer agreement for the McCain parcel, Exhibit A. This agreement will be developed and executed within 90 days of the execution of this IGA with a closing date for the transfer of the Property to the Town to occur within 45 days after the Town authorizes construction of the 2nd Build Phase at a public meeting. Closing will occur at no cost to the Town other than customary closing fees. In the interim period between the execution of this agreement and the transfer of the Property, District will allow the Town limited use of the Property for snow storage and similar low impact municipal uses, including parking. Town and District will enter into an indemnification agreement approved by District which will require Town to indemnify District for its use of the Property as well as obligate the Town to return the Property to its original condition in the event this agreement terminates prior to transfer of the Property per the terms set forth herein. The Units that receive the permanent First Right of Refusal restriction prior to the authorization of the 2nd Build Phase as set forth this Agreement are the consideration exchanged for the Town's use of the Property as set forth in this Subsection B.

C. Miscellaneous Provisions

1. *Default.* All terms and conditions of this Agreement are considered material. In the event that either party defaults in the performance of any of the covenants or agreements to be kept, done or performed by and under the requirements of this Agreement, the non-defaulting party shall give the defaulting party 20 days written notice of such default, and if the defaulting party fails, neglects or refuses for a period of more than 20 days thereafter to make good or perform the default, then the non-defaulting party, without further notice, shall have the right to an action for specific performance or damages or both.

2. *Termination.*

2.1 By Town: In the event that, prior to commencing construction of the first build phase, Town determines that it will not proceed with the Project, Town may terminate this agreement.

2.2 By District: In the event that the Town does not proceed with the 2nd Build Phase as set forth above, District may terminate this agreement, subject to the provisions of Section A.5 above.

2.3 In the event of termination under this Section, neither party will have any further obligation to the other.

3. *Attorneys' Fees.* If legal proceedings are initiated by any party in order to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing this Agreement.

4. *Governing Law.* This Agreement shall be governed by the laws of the State of Colorado.

5. *Entire Agreement.* This Agreement contains the entire agreement of the Parties. Amendments to this Agreement may be made only in writing and signed by both Parties.

6. *Relationship of the Parties.* It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed in any way as establishing a joint venture or partnership between the Town and the District, nor shall anything in this Agreement be construed as establishing that the officers, agents, volunteers, employees of one Party are agents of the other Party.

7. *Third-Party Beneficiaries.* None of the terms, conditions, or covenants in this Agreement gives or allows any claim, benefit, or right of action by any third party not a Party hereto. Any person or entity other than the Town or the District receiving any services or benefits as a result of this Agreement is only an incidental beneficiary.

8. *Preservation of Immunity.* Nothing in this Agreement shall be construed (i) as a waiver by either Party of any privilege, defense, immunity, or limitation provided by common law or statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by any third party.

9. *Incorporation of Exhibits.* The attached Exhibit A is incorporated into this Agreement by reference.

10. *Annual Appropriation.*

- 10.1. The Town's financial obligations under this Agreement are subject to an annual appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an amount sufficient to allow Town to perform its obligations under this Agreement. Town's financial obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

- 10.2. The District's financial obligations under this Agreement are subject to an annual appropriation being made by the Board of Education of Summit School District RE-1 in an amount sufficient to allow District to perform its obligations under this Agreement. District's financial obligations hereunder do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

Executed and effective this ____ day of _____, 2025.

TOWN OF BRECKENRIDGE

By: _____

Its: Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney _____

SUMMIT SCHOOL DISTRICT RE-1

By: _____

Its: Tony Byrd, Superintendent

ATTEST: _____

Secretary, Board of Education

APPROVED AS TO FORM:

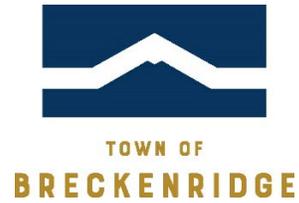
School District's Attorney

EXHIBIT A

Legal Description of the Property

McCain Property

Tract B, McCain Subdivision, according to the plat recorded _____, 2019 under Reception No. _____ of the records of the Clerk and Recorder of Summit County, Colorado; containing 10.1262 acres more or less



Memo

To: Town Council
From: Shannon Smith, Town Engineer
Date: 5/21/2025 (for 5/27/2025 work session)
Subject: Public Projects Construction Updates

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: Construction by Schofield Excavation is ongoing and includes waterline replacement, storm sewer, and groundwater diversion trench installation. Xcel Energy will be beginning relocation work along the project corridor on May 21st. Traffic control plans and detours will be updated frequently as work progresses.

Staff has developed online resources for residents and performed robust public outreach on the project. Staff hosted two public meetings at the Recreation Center and also plans to hold two more events in June after construction begins, which may bring up new questions from the community. The Town’s Communications team is assisting Engineering staff with additional marketing of events and updates for the construction. Staff has created a weekly construction update email that will be sent to residents who have provided their emails to the database. Please visit www.townofbreckenridge.com/brokenlance for construction updates on the project (link also available on www.BreckRoads.com).

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.



Concrete sidewalk replacement adjacent to La Cima mall.



Photos of ADA improvements on the curb ramp located at Washington Ave and Main Street.

Schedule: The repaving of the N. Park Avenue roundabout is scheduled for May 22nd. Concrete work in the downtown core is wrapping up and will be followed by milling and repaving in the coming weeks. Please visit www.BreckRoads.com for schedule updates as they become available.

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

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

Memo

To: Town Council
From: Mobility Staff
Date: 5/21/2025 (for 5/27/2025 work session)
Subject: Mobility Update

Mobility

Breck E-Ride – Our e-bikeshare program is up and rolling, with over 126 local memberships sold so far. Additionally, 87 Town of Breckenridge staff have redeemed their Breck E-Ride staff passes, for a combined 213 different users with active memberships. In the first two and a half weeks of the season, despite cold and snowy conditions, YTD ridership is up 21% over last year:

Week	2024 Trips	2025 Trips	% Change	2024 Dates	2025 Dates
<i>Pre-Launch</i>	282	325	15%	5/1 - 5/5	5/1 - 5/4
<i>Week 1</i>	167	428	156%	5/6 - 5/12	5/5 - 5/11
<i>Week 2</i>	606	526	-13%	5/13 - 5/19	5/12 - 5/18
YTD Totals:	1055	1279	21%		

Mobility staff coordinated with the Engineering division to improve access to the Arts District hub, as crews were already mobilized to the area to perform planned asphalt overlay and concrete work. A concrete pad was poured for the hub and adjustments to the curb were made to accommodate a smoother transition from street to sidewalk:



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.

April Traffic Counts - Traffic counts at the EJ Tunnel were down slightly in April compared to the same month in previous years. Hwy 9/Tiger Rd (north side of town) and the Hwy 9/River Park Drive (south side of town) counters both showed slight increases in April compared to the same month last year.

CDOT Eisenhower Tunnel Average Daily Total Traffic Counts (EB & WB)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2025	34266	37041	38060	30117								
2024	35798	37577	38582	30192	30401	38344	43348	40338	38644	32367	27280	36177
2023	37290	39671	38648	31414	30132	37837	43623	39279	38860	33169	29571	34688
2022	35851	38394	38795	30626	29665	37365	41946	39936	39582	32790	30145	34528
2021	34470	35126	37618	31250	31204	39513	41774	35557	38799	32166	31015	34600
2020	37669	35303	23910	11390	21442	33539	40756	34938	36790	33901	26787	32224
2019	38244	36034	38436	31567	30318	37402	44100	41526	38335	33214	29141	34553
2018	36771	36596	38333	29045	29940	38818	43998	40649	38010	29761	30153	36008

CDOT Hwy 9 & Tiger Rd Average Daily Total Traffic Counts (NB & SB)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2025	27725	25139	25089	19770								
2024	24223	24914	25075	19321	17805	23097	26984	25061	23741	20929	19491	26127
2023	25561	26129	25423	20266	17932	22107	26085	24365	23106	19796	18253	23473
2022	25343	26314	25528	19385	17755	22419	25576	25157	23340	20126	19542	23392
2021	23613	23681	24455	19981	18729	23885	26569	24052	22303	19357	19779	23740
2020	26091	24334	16206	8459	12873	20096	25398	24184	23870	21272	18851	22557
2019	26864	25558	25043	19475	17420	19707	22715	25287	23769	18932	19522	23106
2018	24454	23112	23746	17638	16681	21491	25586	23805	21848	17993	19613	24572

Hwy 9/River Park Drive CDOT Average Daily Total Traffic Counts (NB & SB)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2025	8885	9659	9177	6858								
2024	9046	<i>Not Available</i>		6618	6598	9813	11708	10500	9821	8340	7154	9117
2023	9677	9770	9490	6945	6884	9139	11402	10178	9055	7810	7167	9094
2022	<i>Not Available</i>			6692	6947	9358	11132	10272	9763	7034	7525	9217



Memo

To: Town Council
From: Sustainability Staff
Date: 5/27/25
Subject: Sustainability Update

Materials Management

Pay-As-You-Throw/Universal Recycling

The Town has requested compliance updates from licensed haulers for the June 1 Universal Recycling deadline. Haulers must provide a minimum of 50% recycling volume to trash volume for all commercial properties and multi-unit housing accounts (properties with 70% or more STR units are required to provide a minimum of 25% recycling volume to trash volume). Communication has been sent to all HOAs, property management companies, and businesses reminding them of the June 1 deadline and offering site visits, technical assistance, grant funding, and the variance/waiver form.

Commercial Composting

Staff are tracking recycling volumes in five of the Shared Commercial Enclosures (Boreas, Peak 10, Peak 9, Peak 8, and Ice House). 106West has been backhauling cardboard from retailers that use those enclosures in an effort to free up space in the enclosures to add a compost container. Timberline Disposal and the Town have identified the Peak 9 enclosure for the pilot launch of the commercial composting efforts which is expected to begin mid-June. We have identified 15 food service businesses in proximity to the Peak 9 enclosure that we will begin working with in the next week to include in the pilot. HC3 will provide technical assistance to the businesses to incorporate organics collection into their operations and train staff on best practices. If the cardboard pilot is successful, we plan to roll out composting containers in the remaining four targeted enclosures starting mid-July.

Dark Sky Take-Back Event

As part of the Dark Sky rollout Sustainability staff will be accepting noncompliant outdoor fixtures from the public at Town Clean Up Day and at Public Works for the month of June. There will be a drop-off location in the Public Works yard for the public to access during operating hours. The goal is to make it convenient for the public to replace their noncompliant outdoor fixtures and dispose of them responsibly ahead of the July 1 deadline.

Energy

Ice Rink Solar

Innovative Energy started the replacement of solar PV at the Ice Rink. The shed cover over the inverter needs to be reinforced, and there will be a crane operator assisting with the project. The solar panels and inverter are scheduled for delivery in late May.

Mountain Energy Project Update

The Mountain Communities Coalition (MCC), by way of counsel Kaplan & Kirsch and consultants Synapse Energy Economics, has drafted answer testimony, due June 5, challenging assumptions made of the gas constraint, customer characteristics and behaviors, and public outreach. In general, the proposal for Non-Pipeline Alternatives (NPAs) is supported, but Synapse's analysis of the evidence suggests the ability to downsize the overall proposal thus lowering costs. Additional suggestions are to start electrification measures earlier. In starting earlier, it would help shorten the timeframe for LNG and CNG supplemental facilities in Summit County and help to downsize the footprint of the facilities.

The goals of the MCC for intervening in this proceeding are as follows:

- Continued decarbonization as it relates to GHG reductions outlined in the Summit Community Climate Action Plan
- Ensure affordable access to all energy sources*
- Public health and safety (related to LNG/CNG) + minimize community impacts of siting such facilities
- Increase exploration of alternatives like Thermal Energy Networks
- Increase accurate, transparent, and timely communication of information about this project and the community incentives
- Ensure reliability of the energy grid

*This goal has been updated at the request of coalitions members to be more inclusive of all energy sources.

The public can learn more about this project at the Company's website: [Mountain Energy Project | Projects Near You | Customer Support | Xcel Energy](#) To follow this proceeding, search for Proceeding No. 25A-0044EG using the [CPUC E-Filings System](#).

The CPUC encourages public comments on any issue they are considering. Anyone may file a comment or objection to a proceeding online. You can also email dora_puc_website@state.co.us, call 303-869-3490 or submit comments by mail:

Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

Thermal Energy Network Phase 1 Study

The GreyEdge Group held their kickoff meeting at Public Works on May 14th. This meeting allowed staff to ask questions of the consultants about the project and for the consultants to gather data related to the study from Sustainability, Water, Engineering, Facilities, etc. As part of the on-site visit, we conducted a detailed tour of the proposed project anchor district (i.e. the South Gondola Garage, Town Hall, and Breckenridge Professional Building), and discussed some of the other projects happening in that area where there is potential to tie into our anchor district for a more efficient system with lower costs.

The consultant now has all the information to complete their report. The next check-in will be at the end of May to review preliminary findings and recommendations. A final report should be ready at the end of June for Council review and discussion on pursuing a Phase 2 study. As mentioned in a previous Council packet, staff have submitted a grant to fund a majority of the Phase 2 study should Council wish to continue.

Gas Planning Pilot Community - HB 24-1370

On April 30, the Town received notice from the Colorado Energy Office (CEO) that the CEO and Xcel will be recommending to the Public Utilities Commission that Breckenridge be considered for a gas planning pilot community. As described in HB 24-1370, a gas planning pilot community is a local government that has expressed interest in working with their utility to explore, through planning and data sharing, opportunities for neighborhood-scale alternatives to gas. These projects might help to decommission existing gas infrastructure, avoid planned gas infrastructure, or avoid repairs and replacement of the existing system by augmenting the demand.

The joint petition to the PUC includes Breckenridge, Denver, and Boulder as top candidates with Winter Park and Golden as backup communities. The authorizing statute allows for five pilot communities and there's a push by CC4CA, SWEEP, Denver, Winter Park and Golden to select all five communities to ensure the greatest outcome. Breckenridge filed a motion to intervene as an interested party and has submitted initial comments on the proceeding. A second round of comments will be submitted by Friday, May 23. Kaplan & Kirsch, our outside Counsel for the MEP intervening, has agreed to assist with this intervening pro bono, provided we do not need to litigate.

Mobility

Breck E-Ride – Now that the system is operational, updates will be included in the Mobility memo under the Manager's report.

Summit Stage
April 30th, 2025
Transit Board Meeting

Notes from current meeting:

- Updates to the Board Bylaws were recommended for review. Changes include bringing the board to 16 members, which included adding the Town of Keystone, as well as adding a Spanish Outreach Member. Both new members would have voting privileges in meetings.
- An RFQ for a consultant to assist in the RTA (Regional Transportation Authority) formation process was opened, qualifications were compiled, and a selection should take place around May 19th. Attached you will see a Procurement Summary regarding qualifications submitted and selection criteria. It is a very long document, at 111 pages, but contains very good information on what to expect over the next 18 months as the RTA idea is solidified in our area.

Ridership:

- Total March 2025 fixed-route ridership was 153,373. A 4.9% increase from March 2024 ridership of 146,205.
- Ridership changes by Route March 2025 vs. March 2024:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	2.2%
Frisco - Silverthorne	-10.9%
Copper - Frisco	18.9%
Keystone/Dillon/Silverthorne	-2.6%
Swan Mountain Flyer	-15.7%
Boreas Pass Loop	16.6%
Free Ride Purple Contract	56.4%
Silverthorne Loop	14.7%
Wilderness Loop	-7.6%
Blue River Commuter	-78.7%
Lake County Commuter	-15.9%
Park County Commuter	28.2%
Total	4.9%



TRANSIT DEPARTMENT

970.668.0999 ph | 970.668.4165 f
www.SummitStage.com

0222 County Shops Rd. | PO Box 2179
Frisco, CO 80443

AGENDA

Summit County Transit Board Meeting

8:15am Wednesday, April 30th, 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

World Cup Presentation and Discussion (Cindi Gillespie)

15 minutes

V. Monthly Update Items

a. Financial Report/Project Update (Chris Lubbers)

5 minutes

b. Operations Report (Alex Soto)

10 minutes

c. Planning Update (Ann Findley)

10 minutes

VI. Agenda Items

a. Proposed Revision to Bylaws (Chris Lubbers)

5 minutes

b. Microtransit Follow Up Conversation (Chris Lubbers)

10 minutes

c. RTA Progress Update (Chris Lubbers)

5 minutes

VII. Adjournment

Motion ___ 2nd ___ Approved ___ Rejected ___

SUMMIT COUNTY TRANSIT BOARD MONTHLY MEETING

Wednesday, March 26, 2025, 8:15 a.m.

SUMMARY MINUTES

I. CALL TO ORDER

The monthly meeting of the Summit County Transit Board on Wednesday, March 26, 2025, was called to order by Chair Matt Hulsey at 8:15 a.m.

II. ROLL CALL

Board Members present and answered to the roll call were:

Matt Hulsey Chair – Town of Breckenridge
Becky Bowers - Upper Blue Basin (At Large Member)
Tony Camarata – Arapahoe Basin Ski Resort
Tom Daugherty – Town of Silverthorne
Candace De – Ten Mile Basin (At Large Member)
John DeBee – Town of Blue River
Katrina Doerfler - Lower Blue Basin (At Large Member)
Tyler Fielder – Breckenridge Ski Resort
Cindi Gillespie – Copper Mountain Ski Resort
Kyle Hendricks – Town of Dillon
Brayden Hicks – Keystone Ski Resort
Carol Kerr– Town of Keystone
Eric Mamula – Summit County
Elizabeth Skrzypczak-Adrian– Town of Frisco

Guests present: Peter Bakken & Miriam Garcia, Mountain Dreamers; Steve Greer, Assistant County Manager, Summit County; Libby Liebendorfer & Dave Ross, Drivers, Summit Stage; Tom Kenyon, Artaic Group; Jonathan Godes, Executive Director, I-70 Coalition; Michael Koch, Compass Transit Consulting; Joe Martin, Via Transportation.

Staff present: Chris Lubbers, Transit Director; Alex Soto, Operations Manager; George Zachos, Shift Supervisor; Ann Findley, Planner; Tracy Turner and Vivian Pershing, Admin.

III. APPROVAL OF MINUTES AND AGENDA

The minutes from the February 26, 2025 Summit County Transit Board monthly meeting were approved by Tom Daugherty, seconded by Tony Camarata who also moved to approve the March 26, 2025 meeting agenda. Motions carried.

IV. RECOGNITION OF GUESTS AND PUBLIC COMMENTS

Guests were recognized and welcomed. No public comments were received.

V. MONTHLY UPDATE ITEMS

A. Planning Update

Ann Findley along with Joe Martin of Via, the micro transit operator, reviewed the project timeline mentioning that once the contract is signed it will take 12 weeks to have service up and running.

Ann also reviewed the summer schedule noting a website press release.

B. 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 expended year-to-date to February 28, 2025 was given. Financial Report was approved.

C. Operations Report

Alex Soto discussed the Transit Operations Summary in detail, focusing on bus operator staffing, training, recruiting efforts, and safety metrics. February fixed-route passenger counts, and ridership changes by route indicated an 8.2% decrease, primarily in Lake County, Blue River Commuter, Frisco-Silverthorne, Wilderrest, Swan Mountain Flyer and Purple (Free Ride contract) routes with increases in Copper Mountain, Boreas Pass Loop, and Park County Commuter routes. Guests per hour were 33 average for Town-to-Town routes, 30 average for Town-to-Resort routes, 18 for Residential routes and 12 average guests per hour for Commuter routes. 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. Agenda Items

Mr. Lubbers reported on the list of transit grants and projects for annual operating assistance and building projects and fleet purchases budgeted through 2027. Tom Kenyon of Artaic Group and Michael Koch of Compass Transit Consulting reviewed project funds that have been obligated and contracted following the cashflow and carry schedule, discussing the 4-12 months of highest amounts. Mr. Lubbers also mentioned the issuance of a Request for Qualifications proposal due April 8 for a consulting firm establishing a multi-member Regional Transportation Authority with the scope addressing the region's transportation needs, including improving infrastructure, enhancing mobility, and promoting sustainable transportation options.

VI. ADJOURNMENT

The meeting was adjourned at 9:25 a.m.

Current Year (2025)

Previous Year (2024)

ACCOUNT DESCRIPTION	ORIGINAL APPROPRIATION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	ORIGINAL APPROPRIATION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
MASS TRANSIT TAX	(19,300,000)	(19,300,000)	(3,987,653)	(15,312,347)	21%	(19,300,000)	(19,300,000)	(4,285,374)	(6,531,421)	22%
TREASURER'S FEES	610,350	610,350	2,716	607,634	0%	175,000	175,000	-	68,686	0%
TRANSP SVC REV - LAKE	(120,000)	(120,000)	-	(120,000)	0%	(270,000)	(270,000)	(20,496)	(71,734)	8%
TRANSP SVC REV-PARK	(100,000)	(100,000)	-	(100,000)	0%	(100,000)	(100,000)	-	-	0%
GRANT REVENUE	(41,375,000)	(41,375,000)	-	(41,375,000)	0%	(38,315,993)	(38,315,993)	-	-	0%
ADVERTISING FEES	(100,000)	(100,000)	(78,169)	(21,831)	78%	(100,000)	(100,000)	-	(48,728)	0%
SALE OF ASSETS	-	-	-	-	-	-	-	-	(2,030)	-
MISC REVENUE	-	-	-	-	-	-	-	-	-	-
RENTAL INCOME	(40,000)	(40,000)	-	(40,000)	0%	(21,303)	(21,303)	-	-	0%
INTEREST REVENUE	(1,025,000)	(1,025,000)	(271,570)	(753,430)	26%	(300,000)	(300,000)	-	(225,650)	0%
Revenue Total	(61,449,650)	(61,449,650)	(4,334,677)	(57,114,973)	7%	(58,232,296)	(58,232,296)	(4,305,869)	(6,810,877)	7%
SALARY REGULAR	7,074,135	7,074,135	1,759,266	5,314,869	25%	5,761,571	5,761,571	1,589,103	4,172,468	28%
SALARY TEMPORARY	68,000	68,000	20,199	47,801	30%	50,000	50,000	19,259	30,741	39%
TRAINING PAY	15,000	15,000	5,801	9,199	39%	10,000	10,000	4,962	5,038	50%
VEHICLE ALLOWANCE	-	-	-	-	-	-	-	-	-	-
CRISP	844,906	844,906	201,939	642,967	24%	687,840	687,840	179,501	508,339	26%
RETIREMENT	211,579	211,579	50,197	161,382	24%	172,247	172,247	44,684	127,563	26%
HEALTH INSURANCE	916,183	916,183	232,766	683,417	25%	594,175	594,175	129,911	464,264	22%
MEDICARE TAX	113,203	113,203	29,625	83,578	26%	83,543	83,543	25,226	58,317	30%
UNEMPLOYMENT TAX	15,614	15,614	4,071	11,543	26%	11,523	11,523	3,487	8,036	30%
WORKMENS COMP	150,000	150,000	155,744	(5,744)	104%	300,000	300,000	143,240	156,760	48%
EMPLOYER 457 DEF COMP	42,316	42,316	10,039	32,277	24%	34,449	34,449	8,937	25,512	26%
OVERTIME	650,000	650,000	274,133	375,867	42%	460,000	460,000	138,542	321,458	30%
PAYROLL REIMBURSEMENT	-	-	-	-	-	-	-	-	-	-
Labor Total	10,100,936	10,100,936	2,743,779	7,357,157	27%	8,165,348	8,165,348	2,286,852	5,878,496	28%
OFFICE SUPPLIES	10,000	10,000	814	9,186	8%	10,000	10,000	2,221	7,779	22%
ADMINISTRATION	965,732	965,732	65	965,667	0%	812,535	812,535	812,535	-	100%
PROFESSIONAL ASSISTANCE	332,000	332,000	24,351	307,649	7%	332,000	332,000	96,363	235,637	29%
TELEPHONE	10,000	10,000	2,230	7,770	22%	10,000	10,000	2,584	7,416	26%
POSTAGE/FREIGHT	1,500	1,500	295	1,205	0%	100	100	9	91	9%
ADVERTISING/LEGAL NOTICES	60,000	60,000	-	60,000	0%	60,000	60,000	1,620	58,380	3%
PRINTING	4,000	4,000	-	4,000	0%	11,000	11,000	-	11,000	0%
Administration/Office Total	1,383,232	1,383,232	27,755	1,355,477	2%	1,235,635	1,235,635	915,332	320,303	74%
BUILDINGS	47,651,000	47,651,000	65,900	47,585,100	0%	46,568,000	46,568,000	911,142	45,656,858	2%
IMPR OTHER THAN BLDGS	-	-	-	-	-	-	-	1,448	(1,448)	-
BUSES/TRANSIT EQUIP	8,703,000	8,703,000	692,878	8,010,122	8%	6,171,280	6,171,280	276,668	5,894,612	4%
Capital and Fleet Replacement Total	56,354,000	56,354,000	758,778	55,595,222	1%	52,739,280	52,739,280	1,189,258	51,550,022	2%
BUILDING REPAIRS	45,000	45,000	15,054	29,946	33%	15,000	15,000	14,411	589	96%
BUS STOPS	20,000	20,000	6,712	13,288	34%	20,000	20,000	-	20,000	0%
EQUIPMENT REPAIRS	15,000	15,000	39	14,961	0%	15,000	15,000	394	14,606	3%
FUEL, OIL & ANTIFREEZE	900,000	900,000	157,471	742,529	17%	770,986	770,986	226,068	544,918	29%
MAINTENANCE CONTRACTS	175,000	175,000	26,665	148,335	15%	230,000	230,000	33,172	196,828	14%
OPERATING SUPPLIES	70,000	70,000	16,857	53,143	24%	55,000	55,000	29,725	25,275	54%
PURCHASED TRANSPORTATION	6,370,000	6,370,000	162,949	6,207,051	3%	497,760	497,760	123,574	374,186	25%
RENTAL PAYMENTS	7,200	7,200	1,800	5,400	25%	7,200	7,200	2,400	4,800	33%
REPAIR & MAINTENANCE	2,800,000	2,800,000	417,689	2,382,311	15%	2,400,000	2,400,000	610,604	1,789,396	25%
ROAD SAND & SALT	1,000	1,000	-	1,000	0%	1,000	1,000	-	1,000	0%
UTILITIES	170,000	170,000	48,432	121,568	28%	200,000	200,000	45,930	154,070	23%
Operation and Maintenance Total	10,573,200	10,573,200	853,668	9,719,532	8%	4,211,946	4,211,946	1,086,278	3,125,668	26%
SAFETY	13,500	13,500	-	13,500	0%	5,000	5,000	4,806	194	96%
INSURANCE/BONDS	205,000	205,000	235,999	(30,999)	115%	150,000	150,000	204,140	(54,140)	136%
Safety and Insurance Total	218,500	218,500	235,999	(17,499)	108%	155,000	155,000	208,946	(53,946)	135%
DUES & MEETINGS	30,500	30,500	22,870	7,630	75%	30,500	30,500	20,823	9,677	68%
EDUCATION & TRAINING	10,000	10,000	2,303	7,697	23%	10,000	10,000	4,182	5,818	42%
EMPLOYEE RECOGNITION	30,000	30,000	8,929	21,071	30%	20,000	20,000	1,717	18,283	9%
TRAVEL/TRANSPORTATION	12,000	12,000	1,272	10,728	11%	10,000	10,000	1,586	8,414	16%
UNIFORM ALLOWANCE	17,000	17,000	4,633	12,367	27%	17,000	17,000	5,544	11,456	33%
Uniforms, Training and Recognition Total	99,500	99,500	40,007	59,493	40%	87,500	87,500	33,852	53,648	39%
Revenue Total	(61,449,650)	(61,449,650)	(4,334,677)	(57,114,973)	7%	(58,232,296)	(58,232,296)	(4,305,869)	(6,810,877)	7%
Expenses Total	22,375,368	22,375,368	3,901,208	18,474,160	17%	13,855,429	13,855,429	4,531,260	9,324,169	33%
Grand Total			(433,469)					225,391		
Capital and Fleet Replacement Total	56,354,000	56,354,000	758,778	55,595,222	1%	52,739,280	52,739,280	1,189,258	51,550,022	2%
Estimated Ending Fund Balance	33,358,417									
Effect on Fund Balance This Period	325,309									

Summit County Sales Tax Report - January 2025

Good afternoon all, we are pleased to release the sales tax data for January 2025.

January 2024 was the last full month to include Keystone collections as the town incorporated in February 2024, and as such this will be the last month that data from the Town of Keystone is included as a reference in our analysis. Comparing to January 2025, the County's sales tax collections for the month were down 37.4%. Including Keystone for ease of comparison, January sales tax collections would be down 8.1%. This is a notable decrease, and seems to indicate a continuance of the slowdown reported in the latter half of 2024. Town collections seem to be similarly impacted from the data we have available.

Mass transit collections within the county are fully retained and not passed onto the towns. Mass transit tax collections for the month were down 7.64% compared to 2024.

While we are noting decreases across most categories with the exception of utilities, the areas most impacted include retail, construction, and sporting goods stores. As our economy is highly tourism dependent, these decreases may be attributable to an overall decrease in demand for tourism following the post covid boom.

A few highlights:

Sales Tax (2024 categorical collection data still includes Keystone collections through July 2025 - negative swings greater than 33% are unfavorable, while negative swings less than 33% are favorable)

- Sales tax collections for the month of \$968,863 are 37.4% less than January 2024.
- Construction sales tax collections of \$22,412 are 69.4% less than January 2024.
- Short term rental sales tax collections of \$427,415 account for over 1/3 of the total and are 41.8% less than January 2024.

Mass Transit Tax

- Mass transit tax collections for the month of \$1,847,662 are 7.6% less than January 2024.
- Construction mass transit tax collections of \$30,435 are 55.1% less than January 2024.
- Short term rental mass transit taxes of \$661,643 account for about 1/3 of the total are 3.5% less than January 2024.

Out of State (Online)

- Sales taxes from out of state vendors amounted to \$94,897 for the month, down 33.6% from January 2024.
- Mass transit taxes from out of state vendors were \$163,349 for the month, up 2.0% from January 2024.

February 2025 sales tax results will be released in April, 2025 Quarter 1 lodging tax results will be released in May.

Please see this link for the detailed tax spreadsheets:

<https://1drv.ms/x/c/f3d595754ca1995f/EQ3T9EFTKapLkVpMFjjwRPoBYYunFXhk2X145LbOV2N1dg?e=J1wT1g>

Summit Stage Operations Report April 30, 2025, Transit Board Meeting

Operations Summary

- ❖ Continuing to hire applicants and process applications
 - Incoming applications slowed down last few weeks
 - Remarkably, the number of applications has already picked up and we have not yet begun to advertise
- ❖ We have 3 operators currently in training who should be released to drive on their own in the next week
- ❖ We have 1 driver who attended NEO on April 23 and he is currently in CDL training.
- ❖ We currently have 65 full-time drivers to cover 65 full-time shifts
- ❖ We have 5 operators currently on FMLA
- ❖ We currently have from 5 to 7 open shifts per day
 - That is 35 to 49 open shifts per week covered by overtime
 - Much of this is due to the number of people on FMLA, in training, on vacation and sick time
 - Last week (April 20 – April 26) there were 39 shifts covered by overtime
 - Currently averaging 34 overtime shifts per week
- ❖ Charging stations for the Electric Gilligs are not working currently. Parts are on the way and as soon as they arrive we should be able to get them installed and the chargers working.

SHOP REPORT

- ❖ Kevin currently is staffed with 9 mechanics
 - 1 Mechanic short
- ❖ 100% of PMs were completed in March
- ❖ All bus contract availability 80%; targeting 85% to 90%, according to contract

Summit Stage Ridership

Fixed Routes

	March 2024 and 2025 Compared						% change 2024 to 2025	March 2024 and 2025 Y-T-D					
	2024			2025				2024			2025		
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour		Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour
Town-To-Town Routes:			<i>T-T std. = 22</i>			<i>T-T std. = 22</i>				<i>T-T std. = 22</i>			<i>T-T std. = 22</i>
Breckenridge-Frisco	24,683	808.6	30.5	25,238	1240.0	20.4	2.2%	77,822	2,373.6	32.8	80,098	3,600.0	22.2
Frisco-Silverthorne	18,141	496.0	36.6	16,159	503.8	32.1	-10.9%	53,665	1,456.0	36.9	48,891	1,462.6	33.4
T-T Subtotal	42,824	1304.6	32.8	41,397	1743.8	23.7		131,487	3,829.6	34.3	128,989	5,062.6	25.5
Town-To-Resort Routes:			<i>T-R std. = 22</i>			<i>T-R std. = 22</i>				<i>T-R std. = 22</i>			<i>T-R std. = 22</i>
Copper Mountain-Frisco	23,268	699.5	33.3	27,663	945.5	29.3	18.9%	66,175	2,057.5	32.2	80,285	2,745.0	29.2
Keystone/Dillon/Silverthorne	29,975	850.3	35.3	29,193	1625.3	18.0	-2.6%	88,937	2,496.1	35.6	90,057	4,718.6	19.1
SMF Total	7,254	638.1	11.4	6,118	668.1	9.2	-15.7%	20,679	1,873.1	11.0	18,901	1,961	9.6
T-R Subtotal	60,497	2187.9	27.7	62,974	3238.9	19.4		175,791	6,426.7	27.4	189,243	9,424.8	20.1
Residential Routes:			<i>Res std. = 14</i>			<i>Res std. = 14</i>				<i>Res std. = 14</i>			<i>Res std. = 14</i>
Boreas Pass Loop	11,235	392.7	28.6	13,104	599.3	21.9	16.6%	36,562	1,152.7	31.7	42,495	1,739.9	24.4
Purple (Free Ride contract)	9,600	542.5	17.7	15,017	542.5	27.7	56.4%	30,970	1,592.5	19.4	37,234	1,575.0	23.6
Silverthorne Loop	6,789	303.2	22.4	7,784	489.2	15.9	14.7%	19,821	890.0	22.3	20,791	1,420.2	14.6
Wilderness Loop	6,661	294.5	22.6	6,158	480.5	12.8	-7.6%	20,755	864.5	24.0	18,437	1,395.0	13.2
Res Subtotal	34,285	1532.9	22.4	42,063	2111.5	19.9		108,108	4,499.7	24.0	118,957	6,130.1	19.4
Commuter Routes:			<i>Com std. = 10</i>			<i>Com std. = 10</i>				<i>Com std. = 10</i>			<i>Com std. = 10</i>
Blue River Commuter	1,995	67.2	29.7	425	26.9	15.8	-78.7%	8,846	197.2	44.9	1,831	78.1	23.4
Lake County Commuter	3,136	390.6	8.0	2,638	390.6	6.8	-15.9%	9,378	1,146.6	8.2	8,058	1,134.0	7.1
Park County Commuter	3,016	254.2	11.9	3,866	254.2	15.2	28.2%	10,477	746.2	14.0	13,718	738.0	18.6
Com Subtotal	8,147	712.0	11.4	6,929	671.7	10.3		28,701	2,090.0	13.7	23,607	1,950.1	12.1
Misc. Fixed Route Subtotal	452	0.0	n/a	10	0.0	n/a		1,012	0.0	n/a	864	0.0	n/a
FIXED ROUTE TOTALS	146,205	5,737	25.5	153,373	7765.9	19.7	4.9%	445,099	16,846.0	26.4	461,660	22,567.6	20.5

Mountain Mobility/Para Transit

	March 2024 and 2025 Compared						% change	March 2024 and 2025 Y-T-D					
	2024			2025				2024			2025		
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour		Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour
PARATRANSIT TOTALS	554	462.0	1.2	567	483.0	1.2	2.3%	1,369	1,259.0	1.1	1,678	1,371.0	1.2
GRAND TOTAL	146,759	6,199.4	23.7	153,940	8,248.9	18.7		446,468	18,105.0	24.7	463,338	23,938.6	19.4

CDOT Quarterly Report Data	Fixed Route	146,434	7094.2
	Commuter	6,929	671.7

Summit Stage Ridership

Monthly Riders:	January	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes												
Breckenridge-Frisco	29,470	25,390	25,238	10	10	10	10	10	10	10	10	10
Frisco-Silverthorne	17,633	15,099	16,159	10	10	10	10	10	10	10	10	10
X Flyer Breck-Silverthorne	0	0	0	10	10	10	10	10	10	10	10	10
Town to Resort Routes												
Copper Mountain-Frisco	25,697	26,925	27,663	10	10	10	10	10	10	10	10	10
Keystone-Silverthorne	32,165	28,699	29,193	10	10	10	10	10	10	10	10	10
SMF: Breck-Key	6,673	6,110	6,118	10								
SMF Total	6,673	6,110	6,118	10	0	0	0	0	0	0	0	0
X Flyer Frisco-Key-A Basin	0	0	0	10	10	10	10	10	10	10	10	10
Residential Routes												
Boreas Pass Loop	14,697	14,694	13,104	10	10	10	10	10	10	10	10	10
Purple (Free Ride contract)	10,185	12,032	15,017	10	10	10	10	10	10	10	10	10
Silverthorne Loop	6,561	6,446	7,784	10	10	10	10	10	10	10	10	10
Wildernest Loop	6,703	5,576	6,158	10	10	10	10	10	10	10	10	10
Commuter												
Blue River Commuter	787	619	425	10	10	10	10	10	10	10	10	10
Lake County Commuter	2,735	2,685	2,638	10	10	10	10	10	10	10	10	10
Park County Commuter	5,264	4,588	3,866	10	10	10	10	10	10	10	10	10
Misc. Fixed Route	685	169	10	10	10	10	10	10	10	10	10	10
Paratransit	581	530	567	10	10	10	10	10	10	10	10	10

Year to Date Riders:	February	March	April	May	June	July	August	September	October	November	December	
Town to Town Routes												
Breckenridge-Frisco	54,860	80,098	80,108	80,118	80,128	80,138	80,148	80,158	80,168	80,178	80,188	
Frisco - Silverthorne	32,732	48,891	48,901	48,911	48,921	48,931	48,941	48,951	48,961	48,971	48,981	
X Flyer Breck-Silverthorne	0	0	10	20	30	40	50	60	70	80	90	
Town to Resort Routes												
Copper Mountain-Frisco	52,622	80,285	80,295	80,305	80,315	80,325	80,335	80,345	80,355	80,365	80,375	
Keystone-Silverthorne	60,864	90,057	90,067	90,077	90,087	90,097	90,107	90,117	90,127	90,137	90,147	
SMF: Breck-Key	12,783	18,901	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	
SMF Total	12,783	18,901	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	
X Flyer Frisco-Key-A Basin	0	0	10	20	30	40	50	60	70	80	90	
Residential Routes												
Boreas Pass Loop	29,391	42,495	42,505	42,515	42,525	42,535	42,545	42,555	42,565	42,575	42,585	
Purple (Free Ride contract)	22,217	37,234	37,244	37,254	37,264	37,274	37,284	37,294	37,304	37,314	37,324	
Silverthorne Loop	13,007	20,791	20,801	20,811	20,821	20,831	20,841	20,851	20,861	20,871	20,881	
Wildernest Loop	12,279	18,437	18,447	18,457	18,467	18,477	18,487	18,497	18,507	18,517	18,527	
Commuter												
Blue River Commuter	1,406	1,831	1,841	1,851	1,861	1,871	1,881	1,891	1,901	1,911	1,921	
Lake County Commuter	5,420	8,058	8,068	8,078	8,088	8,098	8,108	8,118	8,128	8,138	8,148	
Park County Commuter	9,852	13,718	13,728	13,738	13,748	13,758	13,768	13,778	13,788	13,798	13,808	
Misc. Fixed Route	854	864	874	884	894	904	914	924	934	944	954	
Paratransit	1,111	1,678	1,688	1,698	1,708	1,718	1,728	1,738	1,748	1,758	1,768	2025 Total Riders
												464,518

Misc Fixed Route Jan - ice sculptures

X Flyer started April 20, 2025

Summit Stage Hours

Monthly Hours:	January	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes												
Breckenridge-Frisco	1240.0	1120.0	1240.0	1200.0	1240.0	1200.0	1240.0	1240.0	1200.0	1240.0	1200.0	1240.0
Frisco-Silverthorne	503.8	455.0	503.8	482.5	589.0	570.0	589.0	589.0	487.5	589.0	487.5	503.8
X Flyer Breck-Silverthorne				80.3	226.3	219.0	226.3	226.3	219.0	226.3		
Town to Resort Routes												
Copper Mountain-Frisco	945.5	854.0	945.5	915.0	945.5	915.0	945.5	945.5	915.0	945.5	915.0	945.5
Keystone-Silverthorne	1625.3	1468.0	1625.3	1693.9	1966.3	1902.9	1966.3	1966.3	1572.9	1966.3	1572.9	1625.3
SMF: Breck-Key	679.4	613.7	668.1	323.8	0.0							
SMF: Key-Abasin					0.0							
SMF Total	679.4	613.7	668.1	323.8	0.0							
X Flyer Frisco-Key-A Basin				132.0	372.0	360.0	372.0	372.0	360.0	372.0		
Residential Routes												
Boreas Pass Loop	599.3	541.3	599.3	580.0	599.3	580.0	599.3	599.3	580.0	599.3	580.0	599.3
Purple (Free Ride contract)	542.5	490.0	542.5	510.0	542.5	510.0	542.5	542.5	510.0	542.5	525.0	542.5
Silverthorne Loop	489.2	441.8	489.2	473.4	489.2	473.4	489.2	489.2	473.4	489.2	473.4	489.2
Wilderness Loop	480.5	434.0	480.5	465.0	480.5	465.0	480.5	480.5	465.0	480.5	465.0	480.5
Commuter												
Blue River Commuter	26.9	24.3	26.9	26.0	26.9	26.0	26.9	26.9	26.0	26.0	46.8	26.9
Lake County Commuter	390.6	352.8	390.6	378.0	390.6	378.0	390.6	390.6	378.0	378.0	378.0	390.6
Park County Commuter	254.2	229.6	254.2	246.0	254.2	246.0	254.2	254.2	246.0	246.0	246.0	254.2
Misc. Fixed Route	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Paratransit	458.0	430.0	483.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Year to Date Hours:	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes											
Breckenridge-Frisco	2360.0	3600.0	4800.0	6040.0	7240.0	8480.0	9720.0	10920.0	12160.0	13360.0	14600.0
Frisco - Silverthorne	958.8	1462.6	1945.1	2534.1	3104.1	3693.1	4282.1	4769.6	5358.6	5846.1	6349.9
X Flyer Breck-Silverthorne	0.0	0.0	80.3	306.6	525.6	751.9	978.2	1197.2	1423.5	1423.5	1423.5
Town to Resort Routes											
Copper Mountain-Frisco	1799.5	2745.0	3660.0	4605.5	5520.5	6466.0	7411.5	8326.5	9272.0	10187.0	11132.5
Keystone-Silverthorne	3093.3	4718.6	6412.5	8378.8	10281.7	12248.0	14214.3	15787.2	17753.5	19326.4	20951.7
SMF: Breck-Key	1293.1	1961.2	2285.0								
SMF: Key-Abasin	0.0										
SMF Total	1293.1	1961.2	2285.0								
X Flyer Frisco-Key-A Basin	0.0	0.0	132.0	504.0	864.0	1236.0	1608.0	1968.0	2340.0	2340.0	2340.0
Residential Routes											
Boreas Pass Loop	1140.6	1739.9	2319.9	2919.2	3499.2	4098.5	4697.8	5277.8	5877.1	6457.1	7056.4
Purple (Free Ride contract)	1032.5	1575.0	2085.0	2627.5	3137.5	3680.0	4222.5	4732.5	5275.0	5800.0	6342.5
Silverthorne Loop	931.0	1420.2	1893.6	2382.8	2856.2	3345.4	3834.6	4308.0	4797.2	5270.6	5759.8
Wilderness Loop	914.5	1395.0	1860.0	2340.5	2805.5	3286.0	3766.5	4231.5	4712.0	5177.0	5657.5
Commuter											
Blue River Commuter	51.2	78.1	104.1	131.0	157.0	183.9	210.8	236.8	262.8	309.6	336.5
Lake County Commuter	743.4	1134.0	1512.0	1902.6	2280.6	2671.2	3061.8	3439.8	3817.8	4195.8	4586.4
Park County Commuter	483.8	738.0	984.0	1238.2	1484.2	1738.4	1992.6	2238.6	2484.6	2730.6	2984.8
Misc. Fixed Route	0.0										
Paratransit	888.0	1371.0	1854.0								
											2023 Total Hours
											89897.0

Misc Fixed Route Jan - Ice sculptures

X Flyer started April 20, 2025

DRAFT TRANSIT ADVISORY BOARD BYLAWS

Proposed Changes in Red Font

Adopted by: Transit Advisory Board

Date of Adoption: _____

Section 1: Establishment of Transit Board. The Transit Advisory Board (Transit Board) was established by the Board of County Commissioners (BOCC) of Summit County, Colorado pursuant to Summit County Resolution No. 91- 26, adopted on May 13, 1991 as restated by Resolutions No. 04-24, No. 14-04 and No. 20-61.

Section 2: Purpose. The general purpose of the Transit Board is to make recommendations to the BOCC regarding the operation of the Mass Transportation System with respect to the following powers and duties as set forth by Resolution No. 25- :

- I. To adopt such bylaws as it deems appropriate, which are consistent with this Resolution and approved by the BOCC through review by the County Attorney.
- II. To oversee the operation of the Mass Transportation System and to make recommendations to the Board of County Commissioners as needed or requested for improving or modifying operational plans, policies or procedures, realizing that the Mass Transportation System is public.
- III. To review annually a draft transportation budget for the succeeding calendar year in accordance with the BOCC's annual budget process. The Transit Board may also make recommendations on other revenue sources such as advertising policies and contracting with other agencies.
- IV. To recommend to the BOCC service plans that propose adjustments to mass transit services. These service plans shall be recommended to the BOCC at least sixty (90) days prior to the proposed date of implementation. The service plans will provide information on anticipated costs, ridership, routing, schedules, personnel needs, and budget amendments that may be required.
- V. To report to the BOCC, as requested, regarding the efforts which have been made to implement new or existing operating plans as the BOCC may have adopted to meet long and short-term mass transportation goals.
- VI. To provide for subcommittees to review those issues assigned it by the Transit Board. However, the recommendations of any subcommittee shall not be deemed a decision/recommendation unless approved by vote of the Transit Board.
- VII. To do any and all things necessary to accomplish its duties as described herein.

Section 3: Transit Board Membership. The Transit Board membership is comprised of **sixteen (16) members**. One of which is a BOCC representative.

- I. Member Designation and Voting Privileges - One (1) member will be appointed by the BOCC as their representative and will not have voting privileges during Transit Board meetings. **Six (6) members** will be appointed by each of the following towns as their respective representatives; Town of Blue River, Town of Breckenridge, Town of Dillon, Town of Frisco, **Town of Keystone** and Town of Silverthorne all of which have voting privileges during Transit Board meetings. Four (4) members will be appointed by each of the following resorts as their respective representatives; Arapahoe Basin Resort, Breckenridge Resort, Copper Mountain Resort and Keystone

DRAFT TRANSIT ADVISORY BOARD BYLAWS

- Resort all of which will have voting privileges during Transit Board meetings. Four (4) members will be selected and recommended by the Transit Board and approved by the BOCC to represent each of the following planning basins; Lower Blue Planning Basin, Snake River Planning Basin, Ten Mile Planning Basin and Upper Blue Planning Basin all of which will have voting privileges during Transit Board meetings. **One (1) member will be selected and recommended by the Transit Board and approved by the BOCC to represent Spanish outreach in the community. The Spanish Outreach Member will have voting privileges during Transit Board meetings.**
- II. Alternates - Alternate Transit Board members may optionally be appointed by the applicable governing body of each of the above-listed entities except that there shall be no alternate members appointed to the planning basins or the Spanish Outreach Member. Alternate Transit Board members will be given the opportunity to vote during Transit Board meetings when the respective entity's regular voting member is absent.
- III. Terms - Transit Board members, regular and alternates, shall serve two-year terms which shall commence upon the expiration of their respective predecessors' terms with the exception of the BOCC Representative whose term shall be determined by the BOCC in accordance with Commission terms or other terms at the discretion of the BOCC. The current Transit Board members and the date of expiration of their current terms of service are provided in the table below.

DRAFT TRANSIT ADVISORY BOARD BYLAWS

<i>Summit Stage Board Members Revised 04/30/2025</i>			
	Members	Term Start/End	Alternates
Summit County			
Commission	<i>Eric Mamula</i>	<i>N/A</i>	<i>Steve Greer</i>
Planning Basins/Other			
Lower Blue Planning Basin	<i>Katrina Doerfler</i>	<i>2024/2026</i>	
Snake River Planning Basin	<i>Susan Juergensmeier</i>	<i>2023/2025</i>	
Ten Mile Planning Basin	<i>Candice De</i>	<i>2024/2026</i>	
Upper Blue Planning Basin	<i>Becky Bowers</i>	<i>2023/2025</i>	
Spanish Outreach	<i>Vacant</i>	<i>2025/2027</i>	
Towns			
Town of Blue River	<i>John Debee</i>	<i>2025/2027</i>	
Town of Breckenridge	<i>Matt Hulsey, Chair</i>	<i>2024/2026</i>	<i>Judd Chase</i>
Town of Dillon	<i>Kyle Hendricks</i>	<i>2024/2026</i>	<i>Dan Burroughs</i>
Town of Frisco	<i>Elizabeth Skrzypczak-Adrian</i>	<i>2025/2027</i>	<i>Chris McGinnis</i>
Town of Keystone	<i>Carol Kerr</i>	<i>2024/2026</i>	<i>John Crone</i>
Town of Silverthorne	<i>Tom Daugherty</i>	<i>2024/2026</i>	
Resorts			
Arapahoe Basin Resort	<i>Tony Camarata</i>	<i>2024/2026</i>	
Breckenridge Resort	<i>Tyler Fielder</i>	<i>2024/2026</i>	<i>Chelsea Roth</i>
Copper Mountain Resort	<i>Cindi Gillespie</i>	<i>2024/2026</i>	
Keystone Resort	<i>Brayden Hicks</i>	<i>2024/2026</i>	
<i>All members expire/renew in the month of May</i>			

- IV. Replacement of Members and Alternates - If any member or alternate resigns, is removed by the appointing organization, or is unable to complete the term, the applicable appointing organization will appoint a replacement member.
- V. Replacement of Planning Basin Representatives – Members designated as Planning Basin Representatives shall be nominated and appointed according to the following procedures:
 - a. When a Planning Basin Member vacancy occurs because a current member does not want to be re-appointed, resigns, or is removed as provided herein or when terms are expiring, the Transit Director shall advertise the vacancy and selection process at least one time in a newspaper of general circulation in Summit County.
 - b. The Transit Board shall thoroughly review applicants at regular or special meetings and provide a recommendation to the BOCC. The BOCC may optionally interview applicants prior to approving an appointment.
 - c. The BOCC shall approve appointments as soon as practicable after a recommendation from the Transit Board.
- VI. Replacement of the Spanish Outreach Member – The Spanish Outreach Member shall be nominated and appointed according to the following procedures:

DRAFT TRANSIT ADVISORY BOARD BYLAWS

- a. When a Spanish Outreach Member vacancy occurs because the current member does not want to be re-appointed, resigns, or is removed as provided herein or when terms are expiring, the Transit Director shall identify and appoint a new member.
 - b. The Transit Board shall review the new appointment at regular or special meetings and provide a recommendation to the BOCC. The BOCC may optionally interview proposed members prior to approving an appointment.
 - c. The BOCC shall approve appointments as soon as practicable after a recommendation from the Transit Board.
- VII. Compensation of Members - Transit Board members shall serve without pay.
- VIII. Attendance and Removal of Members - The Transit Director shall record attendance at Transit Board meetings. If neither the regular nor alternate member is present for two (2) consecutive meetings, the Director shall provide notice to the Transit Board. Within fifteen (15) days of receiving notice, the chairperson shall provide a first written notice of chronic absence to the absent member(s) and the applicable appointing organization. If neither the regular nor alternate member is present for two (2) consecutive meetings for a second time within twelve (12) months of the date of the first written notice, the Director shall again provide notice to the Transit Board. Within fifteen (15) days of receiving notice, the chairperson shall provide a second written notice of chronic absence to the absent member(s) and the applicable appointing organization and request the appointment of replacement member(s).

Section 4: Election of Officers. The Transit Board shall elect a chairperson and optionally, a vice chairperson by formal motion. The chairperson and vice chairperson shall serve two-year terms or the remainder of a membership term if less than two years and may be reconfirmed for additional terms. If the chairperson is absent, the vice chairperson shall assume the duties of the chairperson. If the chairperson and vice chairperson are both absent, the board shall appoint an interim chairperson for the subject meeting.

Section 5: Formation of Subcommittees. The Transit Board may form subcommittees to examine particular issues, to conduct research and develop recommendations on matters of concern to the board, or to assist the board in carrying out its duties. Subcommittees shall be comprised of regular board members. Work requested of any subcommittee shall be performed by its members and by the Transit Director and shall not involve support from any other staff unless such support is approved by the BOCC. A subcommittee may include no more than five (5) members of the Transit Board. The recommendations of any subcommittee shall not be deemed a recommendation of the Transit Board unless approved by vote.

Section 6: Conduct of Transit Board Meetings. All regular and special meetings of the Transit Board shall be open to the public pursuant to C.R.S. 24-6- 401 et seq., except as provided by law. The Transit Board may meet in executive session as allowed by law.

- I. Schedule of Meetings - The Transit Board shall hold regular meetings at a place either physically or electronically and a time determined by the Transit Board. Any meeting date falling on a holiday, or any meeting cancelled because a quorum could

DRAFT TRANSIT ADVISORY BOARD BYLAWS

- not be assembled, shall be rescheduled. A regular Transit Board meeting may be cancelled if no business is scheduled for discussion. Special meetings of the Transit Board can be scheduled by the Transit Director at the request of the Transit Board or the BOCC. In scheduling special meetings, the Transit Director shall make every effort to provide at least seven (7) days' notice to Transit Board members.
- II. Notice of Meetings - The Transit Director shall post notice of regular meetings in a designated public place in Summit County, Colorado no less than twenty-four (24) hours prior to the holding of the meeting, or in a newspaper or electronic media of general circulation in the County, with such notice listed no less than the Friday prior to the meeting. The posting or publication shall include specific agenda information where possible.
 - III. Quorum and Vote - **Eight (8) or more voting members** of the Transit Board shall constitute a quorum. Alternate members may be counted towards determining a quorum, and allowed to vote on agenda items, only in the absence of the applicable regular representative. A quorum is not necessary for the board to conduct work sessions, continue agenda items, or discuss topics. Action on any agenda items shall require the affirmative vote of at least **eight (8) voting members** of the Transit Board.
 - IV. Executive Sessions - All regular and special meetings of the Transit Board shall be open to the public, except that, upon vote of a majority of the members present, an executive session may be held pursuant to the Colorado Sunshine Act of 1972, CRS 24-6-401 et sq., as amended.
 - V. Meeting Minutes - The Transit Board shall keep written minutes of each of its regular and special meetings. The minutes shall be prepared by transit staff and be presented to the Transit Board for approval. The approved meeting minutes shall be maintained as public records. The minutes of a meeting during which an executive session is held shall reflect the topic of the discussion. Information presented to the Transit Board in carrying out its responsibilities, minutes of its meetings, and any other material resulting from the conduct of its activities shall be kept on file at the Transit Office and shall be available for inspection by the public upon reasonable request, except as provided by law.

Section 7: Additional Procedural, Standards of Conduct and/or Ethics Rules. The Transit Board may adopt such procedural, standards of conduct and/or ethics rules as it deems appropriate and in conformance with the language and intent of these bylaws and resolution No. 25- to govern the conduct of its business. Should the BOCC adopt separate rules of procedure, ethics or standards of conduct for the Transit Board, each member shall abide by such rules or standards.

Section 8: Amendments to Bylaws. The Transit Board may recommend amendments to these bylaws. An amendment must be reviewed by the County Attorney's Office and approved by the BOCC to become effective.

Section 9: Severability. If any part of these bylaws is for any reason held invalid, such invalidity shall not affect the remainder of these bylaws.

DRAFT TRANSIT ADVISORY BOARD BYLAWS

Section 10: Effective Date. These bylaws shall be effective upon adoption by the Transit Board, review by the County Attorney's Office and approval by the BOCC.

**Summit County
Summit Stage Headquarters and Workforce Housing
Bi-Weekly Progress Report**

Project Manager:	Tom Kenyon, Artaic Group	Report Date:	April 23rd 2025
GC Superintendent:	Shane Cowan, JHL Constructors	Report Number:	1
Architect:	Kristy Butchko, D2C	Project Phase:	Construction (Excavation)

Executive Summary

The project is progressing according to plan. Site mobilization and initial excavation activities have begun, and the stormwater inspection was successfully completed. Budget, schedule, and scope are all currently on track, with no deviations to report at this time.

Snapshot Project Status:

	Controlled	Caution	Critical	Reason for Deviation
Budget	X			
Schedule	X			
Scope	X			

Comments: None

Schedule Look Ahead

Excavation:

Approximately 45 days utilizing four side dumps. Excavated material will be screened on site, material over 6" will be hauled to A-Peak or SCRAP depending on size. Hauling operations are scheduled for M-F 8:00am-3:30pm.

Utilities:

The stormwater line running through the building footprint is the first utility scheduled to be relocated mid-May.

Relocation of the fiber optic line is tentative for end of May pending Lumens availability. JHL is receiving estimates for boring of the conduit route to limit impacts to County Commons operations. The County has requested the cutover occur mid-week between 2am-4am.

Parcel 12 Impacts

April 28 – May 2

JHL will be potholing utilities located near the SE corner of the Fleet Maintenance building and entrance into Parcel 12. Intermittent shutdowns in this area are expected. JHL will provide signage rerouting traffic during these shutdowns.

Permitting

Grading Permit - Issued

Building Permit – Submitted April 16th and currently under review, estimated review time of four-weeks

Project Issues / Risk(s)

None at this time.

Progress Photos





**Summary of the Procurement Process from the REQUEST FOR QUALIFICATIONS (RFQ)
for a CONSULTING FIRM TO FORM a REGIONAL TRANSPORTATION AUTHORITY Posted
on February 18, 2025**

Rationale for Method of Procurement

As a public project that requires a high-level of specific skills and experience, and since Summit County wanted to evaluate the administrative qualifications of potential consulting firms, it was decided that this project would be published as a Request for Qualifications (RFQ).

Selection Basis and Criteria

Our selection methodology was based on the following seven areas of competence:

Reputation/Experience

We wanted to try and establish the reputation, experience and efficiency of the Proponent.

Ability to Perform

We wanted to try and understand the ability of the Proponent to perform the contract or provide the services within the time specified.

Comparative Quality

We wanted to try and get a feel for the comparative quality of the services bid (qualifications of the respondents).

Previous Contracts

We wanted to see the Proponent's performance under previous contracts with Summit County.

Conditions

We wanted to try and assess the number and scope of conditions attached to the proposal.

Interest/Understanding

We wanted to try and evaluate the Proponent's interest in the project, as well as their understanding of the project scope and the specific requirements of Summit County.

Sub-consultants

We wanted to understand the application of all the above criteria to any subconsultants, subcontractors or services to be utilized by the Proponent.

Timeline and Scoring

The following timeline outlines components of the procurement process:

Wednesday, February 12, 2025

We formed a committee to help with the selection of a consulting firm to form a regional transportation authority— members were Chris Lubbers, Summit County Transit Director, Kyle

**Summary of the Procurement Process from the REQUEST FOR QUALIFICATIONS (RFQ)
for a CONSULTING FIRM TO FORM a REGIONAL TRANSPORTATION AUTHORITY Posted
on February 18, 2025**

Hendricks, Summit County Safety and Risk Manager and George Zachos, Summit County Transit Operations Supervisor.

Tuesday, February 18, 2025

A Request for Qualifications was publicly advertised.

Tuesday, March 18, 2025

This was the Deadline for all Questions from prospective respondents.

Friday, March 21, 2025

All Questions, Comments and Responses to Questions were posted by the County at Bids and Proposals on www.SummitCountyCO.gov.

Tuesday, April 08, 2025

This was the deadline for submittals which were to be sent via email to chris.lubbers@summitcountycolorado.gov no later than 4:00 p.m. MST/MDT.

Monday, April 21, 2025

Interviews with Proposers were to take place if necessary, during the week.

Monday, April 28, 2025

Contract negotiations were to take place during the week.

Monday, May 19, 2025

Notice of Award was to occur, and Unsuccessful Bidders would receive an email notice.

Respondents

We received a response from WR Communications which included qualifications from Fehr and Peers and Kaplan Kirsch. We also received a response from Brownstein Hyatt Farber Schreck, LLP which included qualifications from Kearns & West Inc. and Fehr and Peers.

Selection Matrix

	Reputation/Experience	Ability to Perform	Comparative Quality	Previous Contracts	Conditions	Interest/Understanding	Sub-Consultants	Cumulative Scores
WR Communications	10	10	10	n/a	n/a	10	10	50
Brownstein	10	9	10	n/a	n/a	9	10	48

**Summary of the Procurement Process from the REQUEST FOR QUALIFICATIONS (RFQ)
for a CONSULTING FIRM TO FORM a REGIONAL TRANSPORTATION AUTHORITY Posted
on February 18, 2025**

Selection Notes from the Selection Committee

WR Communications, Fehr and Peers and Kaplan Kirsch:

- Quality credentials
- Provided examples of communications material from other RTA initiatives
- Good examples of materials we would want disseminated
- Fehr and Peers familiar consultant
- Descriptive scope of legal services and tasks
- Focus on transit projects/RTAs/ EVTA, RFTA, SMART, Yampa Valley RTA

Brownstein Hyatt Farber Schreck, LLP, Kearns & West Inc. and Fehr and Peers

- Quality credentials
- Timeline and workplan in three phases
- Fehr and Peers familiar consultant
- Mentioned historically marginalized communities
- Front range experience in commercial projects - some mountain transit experience



April 8, 2025

Mr. Chris Lubbers, Transit Director
Transit Department
Request For Qualifications

RE: Consulting Firm to Form Regional Transportation Authority

Dear Mr. Lubbers:

Thank you for the opportunity to provide the following RFQ response to Summit County for the potential formation of a regional transportation authority. This response is being submitted by WR Communications Inc. as the coordinating contractor, with support from Fehr & Peers on transportation-planning responsibilities and Kaplan Kirsch LLP for legal services. Our team looks forward to working with the RTA formation entities in Summit County on this effort.

Our team brings significant RTA formation experience to Summit County and the other partners considering the RTA. Our three firms are currently engaged and working together on the Yampa Valley Regional Transportation Authority formation, which will likely go to the November 2025 ballot in up to six jurisdictions. We also worked together on the successful formation of the Eagle Valley Transportation Authority (now Core Transit). The individual firms also have experience with other RTAs, including Roaring Fork Transportation Authority (RFTA), and local government transportation projects.

The following pages include three RFQ responses highlighting each firm's capabilities. Combined, these submissions will address the key pieces of information requested in the RFQ—highlighting RTA formation coordination, legal services, transportation planning, community engagement and election experience with RTAs and similar projects in Colorado mountain communities.

In addition to addressing the specific RFQ questions, I have attached work samples from both the Yampa Valley, EVTA and RFTA projects. On behalf of all three firms, we are happy to provide additional information about our capabilities and experiences.

As you review the following information, please let me know if you have any questions. We look forward to continuing the conversation with Summit County and the other jurisdictions considering the RTA.

Sincerely,



Bill Ray
Principal, WR Communications Inc.

Combined Responses to Summit County's Request For Qualifications (RFQ) for Consulting Firm to Form Regional Transportation Authority

The following pages include materials from WR Communications, Fehr & Peers, and Kaplan Kirsch LLP that will demonstrate our firms' combined abilities to meet the goals set forth in the RFQ: Addressing the Summit County region's transportation needs, including improving infrastructure, enhancing mobility, and promoting sustainable transportation options.

The attached documents will show our combined capabilities to meet the Project Objectives as noted in the RFQ document. Below highlights each firm's role in the objectives:

- Leading the public processes: Facilitating community engagement and outreach activities to gather input from residents, businesses, and other stakeholders in multiple jurisdictions.
 - WR Communications
 - Fehr & Peers
- Providing the administration of legal and statutory authorizations: Providing guidance and administration on the legal and statutory frameworks required to establish MOUs, IGAs and create the Authority.
 - Kaplan Kirsch LLP
- Preparing the official referendums: Developing the necessary referendum language and procedures for public vote on the creation of the Authority for each potential member jurisdiction.
 - Kaplan Kirsch LLP
 - WR Communications
- Managing the voting process: Overseeing the referendum processes, including ballot preparation and election day support.
 - WR Communications
 - Kaplan Kirsch LLP
- Developing IGAs: Drafting comprehensive IGAs that outline the terms and conditions for the creation and operation of the Authority to be submitted to the State of Colorado for review and authorization.
 - Kaplan Kirsch LLP

The following demonstrates how each of the firms in this RFQ response will meet the Qualifications and Experience requirements:

- Expertise in regional transportation planning: A proven track record of successfully planning and implementing regional transportation initiatives and legal entities/agencies.
 - Fehr & Peers
 - Kaplan Kirsch LLP
- Experience in public engagement: A deep understanding of public involvement processes in Colorado and the ability to effectively engage diverse stakeholders of multiple jurisdictions.
 - WR Communications
 - Fehr & Peers

- Knowledge of local and state government: Familiarity with the governance structures and operations of local governments in Colorado. The Contractor shall foster collaboration, communication, and partnerships among community members and stakeholders throughout the project. The Contractor shall leverage partnerships with stakeholders to maximize opportunity for the incorporation of innovation throughout the project.
 - WR Communications
 - Fehr & Peers
 - Kaplan Kirsch LLP
- Strong project management skills: The ability to manage complex projects on time and within budget.
 - WR Communications
 - Fehr & Peers
 - Kaplan Kirsch LLP
- Expertise in legal and regulatory matters: A deep understanding of the legal and regulatory frameworks governing intergovernmental agreements and regional transportation authorities.
 - Kaplan Kirsch LLP
- Experience in referendum and election processes: Knowledge of the procedures and requirements for conducting referendums and elections in Colorado.
 - WR Communications
 - Kaplan Kirsch LLP
- Compliance expertise and management – The Contractor will manage all compliance tasks for the project through to completion. This includes federal, state and local regulatory agency compliance and financial administration. Accordingly, the Contractor must be in compliance with FTA/CDOT, DTR guidance.
 - Fehr & Peers
 - Kaplan Kirsch LLP

Statement of Qualifications for WR Communications Inc.

WR Communications and its principal Bill Ray will be the coordinating consultant on the project if selected. Based on the proposed RFQ requirements, WR Communications has established and successful capabilities in the following areas through its ballot question-winning work for Colorado RTAs, including EVTA and RFTA:

- ✓ Project management and budget oversight
- ✓ Facilitation and Consensus Building
- ✓ Policy and Ballot Question Development
- ✓ Stakeholder and Community Engagement
- ✓ Strategic communications and Public Relations
- ✓ Polling and surveys

WR Communications has also provided these services for numerous counties, municipalities, school districts and special districts over the past 20 years.

WR Communications Firm Profile and Bio for Bill Ray:

WR Communications focuses on one-on-one relationships to ensure that clients have the full attention of its principal, Bill Ray. This has been a successful practice since WR Communications was founded as a one-man shop more than 20 years ago – and has continued to be one of the cornerstones of our clients' successes over the past two decades. WR Communications excels at creating strategic partnerships and providing extensive services to successfully address complex policy, media and political issues.

Drawing on broad experience in media relations and with newspaper editorial boards, Bill Ray founded WR Communications in 2005. The company began as a PR business and soon evolved into a full-service public affairs firm, engaged in many of the highest profile public policy issues in Colorado. WR Communications' approach to public affairs representation is guided by the principle that public policy debates do not happen in a vacuum. Elected officials, community and business leaders, citizens, journalists and interest groups all function as proponents – and sometimes opponents – on issues significant to our communities. Clear, concise and effective engagement and communications allow these groups to participate in the debate and policy formation. Presenting thorough, well-defined positions results in a productive discussion and, ideally, a positive result for the issue at hand.

Colorado is unique in its public-finance laws, primarily due to TABOR. Because of this, WR Communications specifically focuses on Colorado local governments and rarely does work outside our state. For nearly two decades, WR Communications has been refining its approach to local elections and public finance by developing proven strategies and tactics, building relationships with the attorneys and financial institutions that focus on Colorado public finance, and understanding voter behaviors when it comes to local tax and debt measures.

WR Communications has extensive experience in mountain and resort communities. This includes successful projects in the Roaring Fork Valley; Eagle, Garfield, Moffat and Rio Blanco counties; Estes Park, Glenwood Springs, and Telluride; and other areas of the state. We know and understand the ebbs and flows of life in mountain communities, and how seasonal schedules, school breaks and other factors impact the attention span of local residents and

businesses. WR Communications has specifically worked to cultivate relationships across the Western Slope as a primary piece of its core capabilities to support its work in mountain areas.

WR Communications provides its hands-on approach to clients to ensure the best fit for the local government(s) and the highest level of service. We come to meetings in person and are present throughout the public-policy process. That's a critical part of establishing trust and partnership with clients – and it leads to success on the ballot.

Bill Ray, Principal of WR Communications:

Bill has worked as a consultant on numerous statewide, local and special district projects over 20-plus years of consulting in Colorado. His local government experience includes successful coordination in 2022 of the new Eagle Valley Transportation Authority, helping multiple local government jurisdictions successfully form a new RTA with a dedicated sales tax. Bill has helped the Roaring Fork Transportation Authority; Eagle, Pitkin and Clear Creek counties; Arvada, Basalt, Glenwood Springs and other municipalities; and numerous school districts and special districts pass tax and bond measures.



Over the past few years, Bill successfully managed the election of Mike Coffman as Aurora mayor and Patrick Collins as mayor of Cheyenne, Wyoming, as well as the re-election of Marc Williams as mayor of Arvada. In 2019, Bill executed a 10-month campaign for the Town of Basalt, with a successful TABOR-correction ballot question, after the Town discovered more than 10 years of violating the state Constitution. He then leveraged the rebuilt trust of the public into a successful 2021 bond campaign to revitalize Basalt's main street. Bill's local government clients include the City and County of Denver, Clear Creek County, Weld County Re-3J Schools, Eagle County Schools, Eagle River Fire Protection District, Town of New Castle, City of Westminster and many others.

Bill, his wife Melissa, and their three children, Aden, Liam and Marin, live in Denver. Bill spends much of his free time with his family – and playing lacrosse. Occasionally, he sneaks up to the mountains to fly fish or ski. He holds a Master of Journalism degree with honors from Temple University in Philadelphia and a bachelor's degree in Political Science from Fordham University in New York City. Bill has served on the Board of Directors of the Rocky Mountain Chapter of the Juvenile Diabetes Research Foundation and is active in the Type 1 community.

WR Communications Project Approach:

WR Communications has developed an effective and proven skill set to help guide regional partners through the RTA formation process. This skillset has been developed through successful efforts for RFTA and EVTA and the ongoing formation process in the Yampa Valley, in partnership with Fehr & Peers and Kaplan Kirsch.

Regional cooperation and partnership have led to successful transportation solutions across Colorado. RFTA, the second largest transit agency in Colorado and the largest rural agency in the United States, is often looked at as the successful model of regional transportation cooperation.

RFTA includes two counties and six municipalities. Each jurisdiction has very different needs, tax bases and ridership, but all of these member jurisdictions come together to provide funding, governance and service that gets people to work, visitors to and from the mountains, and cars off the roads. Similar efforts are proving successful in the Gunnison and Telluride areas, while the Eagle Valley RTA is off to a successful start.

All of these entities followed the state's RTA formation process – meant to foster regional solutions to transportation needs. With CDOT switching its funding priorities toward transit-related projects and regional-driven solutions, an RTA will likely be a beneficial process and organization to address transportation needs for the Summit County region.

Formation of a regional transportation authority is a complex process that is set forth in state statute with specific requirements and timelines. Added to this process is both community engagement and political expectations, where the ultimate success of the RTA formation process requires a positive vote – especially if there is a funding proposal, such as a sales or property tax and/or bonding.

The challenge is to define Service Goals, governance and funding and build an intergovernmental agreement (IGA) that balances the needs of different communities, ridership and transportation goals. Key to the process is having a project manager who can understand and balance the need to accomplish the statutorily prescribed tasks and timelines, while also facilitating the inter-community dynamics to help ensure that the needs and wants of each community are being heard and included in the planning and service goals.

One of the most important tasks is to clearly define how RTA partner jurisdictions will work together to structure decision-making, share costs, report back to their respective governing bodies, engage stakeholders, and educate the public about the process. For EVTA and Yampa Valley, a Memorandum of Understanding clearly defined these items and served as the roadmap for the entire process. Another critical piece is defining the statutory timeline and requirements in relation to the targeted election date.

Another critical piece is engaging stakeholders outside of the formation process. Ensuring that viewpoints are heard from the four resorts, major employers, small businesses, nonprofits and community members will build on the discussions and help foster a supportive atmosphere as the RTA heads to a potential vote. Combining this with steady and effective community outreach and education will help build support throughout the process.

WR Communications' services will include facilitation and management of the following critical parts of the RTA process:

- **Project management:** WR Communications/Bill Ray will be responsible for day-to-day management of the consulting team and the formation process. This will include oversight of the project budget, reporting to the clients and managing deliverables and timelines. Project management will also include scheduling and hosting meetings, providing materials, and creating recordings, minutes and other records.
- **Formation Committee:** Scheduling, facilitating and managing the Formation Committee, made up of an elected official and alternate from each jurisdiction. Deliverables include IGA, ballot language, meeting minutes, committee member prep/education, funding research and other tasks.
- **Technical Committee:** Scheduling, facilitating and managing Technical Committee, made up of jurisdictional transit experts, local government officials, business leaders, major employers and others to discuss and identify the key service goals, funding and other technical aspects of the RTA formation.
- **Stakeholder Committee:** Organizing and participating in conversations with community representatives from small business, large employers, resorts, nonprofits, employees and other interest groups and then providing input and suggestions from this committee to both the Formation and Technical committees.
- **Community outreach:** Acting as a lead spokesperson and presenter to local governments, organizations and other forums about the RTA process, polling and voter research, public and media relations, public meetings, mailers, web site and all other tasks involved with community engagement.
- **Political advising:** Assisting local jurisdictions, legal team and others to develop a strong ballot question. This may include research into funding options and how a potential tax measure impacts the RTA approval on the ballot.

WR Communications Qualifications and Experience:

Eagle Valley Transportation Authority formation process

Contact: Tanya Allen, EVTA Director, tanya.allen@evta.org

From 2021 to 2022, WR Communications supported an 18-month process of establishing an entirely new governmental entity to provide enhanced transportation and transit services in the Eagle Valley portion of Eagle County. This included working with more than eight local governments – including Eagle County; the towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail; and Beaver Creek Metro District – to identify the transportation needs, potential funding sources, organization and structure, timelines, and other key organizational and political tasks. This effort culminated with the successful passage of the RTA ballot question in seven of the eight jurisdictions, formally creating the Eagle Valley RTA and approving a 0.5 percent transit sales tax.

Roaring Fork Transportation Authority

Contact: Dan Blankenship , Chief Executive Officer, dblankenship@rfta.com

From 2017 to 2018, WR Communications provided political consulting, polling, community engagement and other services for the successful mill levy and bond question to support the state’s second-largest transit system. This included working across eight local governments – Pitkin and Eagle counties, Aspen, Snowmass Village, Basalt, Carbondale, Glenwood Springs and New Castle – and multiple business, community and nonprofit stakeholders to win a decisive victory for transit and mobility in the region.

Fehr & Peers Project Approach

Fehr & Peers understands that Summit Stage and its partner communities have a need for a consultant team with expertise in a diversity of transit planning services associated with the potential formation of an RTA and the impacts on local and regional transportation systems. Our team is committed to delivering comprehensive transit planning, advising, estimation, and modeling for all potential aspects of this RTA effort.

We understand that a targeted but comprehensive analysis of its transit services is needed to guide the growth, development, and adaption of the system into an RTA. Fehr & Peers and our team understand that it is likely we will need to address:

- ✓ How to balance and determine ideal transit service levels, locally and regionally
- ✓ Fleet needs and impact on route operations and maintenance needs
- ✓ Infrastructure needs and associated capital project costs
- ✓ Speed and reliability of transit operations, especially relative to new bus stop or service requests
- ✓ Land use patterns and growth predictions
- ✓ Creative solutions for recruiting and retaining bus operators in a new RTA
- ✓ How to integrate transit with other transportation modes
- ✓ Partnerships and coordination with other transportation providers such as Bustang

Throughout the study process, we will be asking and answering key questions such as:

- What are the current operational challenges for transit?
- What other transportation modes, in addition to transit, could be supported through an RTA? How can the RTA facilitate seamless transportation?
- What should the boundaries of the RTA be?
- How can routes be redesigned for efficiency and integration across geographic boundaries?
- How will commuter patterns continue to adapt and change?
- Do new transit service models or route structures need consideration and how are they implemented?
- What will the short-, mid-, and long-range service plans need to look like as an RTA is implemented?

We understand the local context for this study and how critical it is that we set an innovative yet realistic course. Transit is a crucial component of the local community, both from a quality of life and an economic perspective, and we want to develop a plan that allows a new RTA to improve service effectiveness and deepen its community impact. We know that regional cooperation and collaboration is key to this effort, and we are experts at fostering stronger relationships with partners as a key study outcome.

Going forward, Summit Stage and its partner communities will need to be nimble and agile, as ridership, funding, and local transportation needs are still in flux due to the ongoing effects of the pandemic. Fehr & Peers understands we must provide planning solutions that incorporate adaptive scenarios and phased implementation.

Scope of Work

Planning and Service Development

Understanding how to consolidate existing and implement new transit services and possible multimodal transportation programs will be a key part of this effort. Our team has significant depth in short- and long-range transit planning, with more recent mountain resort transit plans led by our team members than any other planning firms. We will leverage this depth of knowledge to deliver a service plan that is creative, multi-modally integrated, and include detailed implementation plans that consider direct and indirect

implications.

Service Planning

The service plan is the heart of any short- or long-range plan and describes in detail each route and its service characteristics including maps, schedule, span of service, phasing, estimated ridership, supporting infrastructure needs, and operational considerations. To determine appropriate service alternatives, we first establish agreed-upon criteria for evaluation and then develop a range of potential system delivery models that could meet the criteria. System design alternatives may include revisions of routes to provide a higher quality of service (such as single-seat trips); route options to expand capacity, frequency, and service convenience; route and schedule modifications to enhance transfer convenience at new or future transit hubs; park-and-ride strategies to intercept employees and day visitors; and provision of flexible transit services (such as microtransit) in lower density portions of Summit County, as previously considered in the Summit Stage Microtransit Study completed by Fehr & Peers. This may include the assessment of replacing existing low-productivity fixed-route segments with flexible services in some or all seasons or times of day. This development of service alternatives is followed by solicitation of public input, rating of system option performance against the criteria established, and an analysis of community benefits presented for each route and service scenario.

Once a clear preferred alternative is established through this process, a detailed service plan is developed showing the routes and service options grouped in logical phases with interchangeability and adaptability to future scenarios. The final service plan describes the system design with details for each route and service including maps, schedule, span of service, phasing, staffing implications, estimated ridership, supporting infrastructure needs, and operational considerations.

Financial Planning and Modeling for Transit

For every short- or long-term transit planning project we lead, we always include detailed financial planning and forecasting to establish clear operating and capital needs associated with a new or improved transit service. Our team typically generates a comprehensive financial plan with detailed revenues and expenses matched to specific service plans and capital projects. RTA revenue generation under various scenarios, provided by local jurisdictions, will be analyzed as part of the financial planning. Additionally, existing funding sources will be identified and built upon with an extensive set of potential sources tailored around local funding constraints and Colorado legislation. The funding tools will be vetted, providing Summit Stage with an understanding of its options across a continuum from conservative to optimistic.

Project Prioritization and Packaging within an RTA

Once service planning is complete and financial implications are understood, the next step is building a package of projects that the RTA can deliver under assumed revenues. This is a critical step in preparation for a ballot initiative, as it allows voters to understand the benefits they will see if they vote to approve an RTA and associated funding mechanisms. The Fehr & Peers team has helped both the Eagle Valley and Yampa Valley understand what projects an RTA could deliver and present these to the community to solicit feedback on project support and priorities.

Transit Infrastructure and Technology

Strong transit infrastructure is not only critical to delivering high quality transit service but is also integral to attracting and retaining ridership. Our team has led transit infrastructure development projects in mountain resort communities such as Park City, Aspen, Jackson, Telluride, and Summit County, where we have supported site selection and planning for a variety of transit infrastructure including bus stops, BRT stations, downtown transit centers, satellite mobility hubs, maintenance and administration facilities, and park and ride facilities. For larger transit centers and maintenance facilities, we employ “functional size” estimation techniques to understand how the number of buses, drivers, parking needs, and fueling type impacts facility size and cost as a multiplier.

Bus stops, stations, mobility hubs, and transfer centers that are inviting, safe, and accessible not only serve riders but create a positive community perception of the service. Fehr & Peers has been active in helping develop a typology of mobility hub amenities mapped to ridership. These analyses help identify deficiencies that are creating ridership barriers and create a toolkit of parts that can be deployed according to current or planned ridership levels. Based on this analysis and typology, plans can be developed for specific bus stop amenities with phased implementation and cost estimates.

Transit Technology

There currently is a lot of marketplace noise, confusion, and over-selling of transit technology. Navigating this turmoil to find appropriate technology solutions will be our overriding goal for this task. Jason Miller, Project Manager for Fehr & Peers, has a wealth of knowledge in the transit technology space, having recently supported START Bus in Jackson with a full ITS procurement effort and having been the Executive Director of a transit system that implemented a suite of transit technology solutions. Jason has experienced the challenges, shortcomings, and opportunities of transit technology and takes a strategic and realistic approach. We will work with you to develop clear priorities for transit technology and make recommendations accordingly.

Infrastructure Planning and Cost Estimation

We understand the local, state, and federal requirements, especially Federal Transit Administration regulations, for infrastructure planning. Our approach has been to use established criteria to understand supporting transit infrastructure needs and possible locations. This approach provides a lens to focus on the highest likelihood of success for site development.

Realistic cost estimates will be paramount to creating an estimate of needed transportation infrastructure required to support future service enhancements and expansions. Our team can support the development of a capital improvement plan and define high-level costs of priority projects. We will leverage recent experience developing transit capital project estimates for on-street facilities, maintenance buildings, mobility hubs, park and ride lots, and transit centers. We will use readily available transit project engineering cost estimates from CDOT resources and recent bids received on other transit projects.

Transit Performance Modeling

Fehr & Peers is recognized as one of the country's foremost experts in transit modeling. We have extensive experience with a variety of land-use models, as well as transit-specific forecasting tools like STOPS and TBEST. We also apply direct ridership modeling and elasticity factoring to understand how service quality and coverage changes may impact travel demand. This experience will allow us to use a variety of transit ridership modeling tools to help understand the potential ridership benefits and tradeoffs of different service, capital, and access investments.

Performance Measures

We anticipate delivering an updated set of performance measures that go beyond the traditional, historical models for measuring service effectiveness. While these older service performance measures (riders per hour, cost per hour, cost per passenger, ridership growth, on-time performance, etc.) may still be appropriate, we will develop more modern, creative measures for understanding how proposed RTA service improvements impact greenhouse gas emissions, equity of service provision, seamlessness of the customer experience, modal split, convenience, access to services, and travel time. We will benchmark all suggested measures and develop a methodology for measurement and reporting.

Community and Stakeholder Engagement

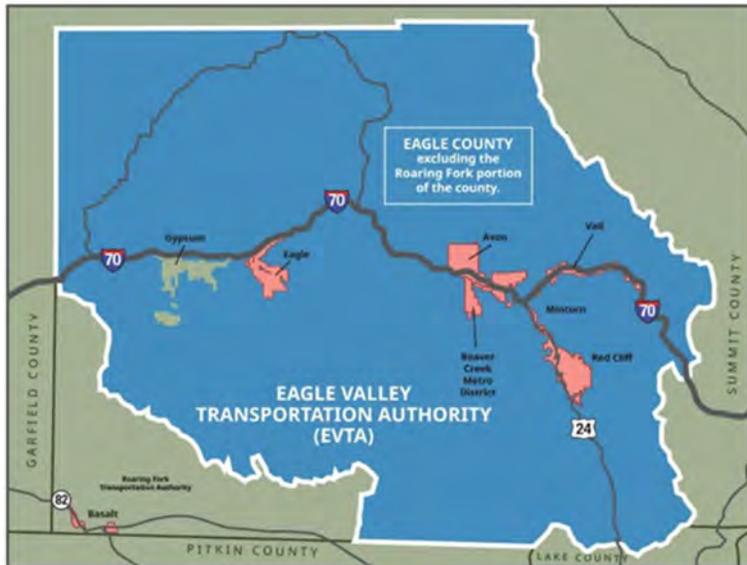
This planning process provides the opportunity to work with the public and local stakeholders to actively plot a future that best serves the entire Summit County area and its residents, visitors, employees, non-profits, businesses, and partners. This RTA effort allows Summit Stage and its partner communities to:

- Gain consensus on transportation priorities.
- Foster new partnerships for improving coordination of transportation services.
- Educate decision makers, elected officials, and others regarding community transportation needs.
- Ensure community service providers are aware of existing and future transportation resources.
- Incorporate other transportation plans and studies.

Our team has led community engagement for numerous transit planning efforts in similar Colorado communities and will leverage our relationships to help foster communication and consensus building. We also work with in-house and Spanish speaking partners for translation and for hosting virtual events in Spanish.

Fehr & Peers Qualifications for Summit County RTA Study

Eagle Valley Planning Support for Formation of a Regional Transportation Authority | Eagle County/Avon, CO (2022-2023)



Fehr & Peers led transit planning support efforts ahead of the development of a regional transportation authority for Eagle County, which was an expansion of ECO Transit coordinated with the efforts of Vail Transit and Avon Transit. Activities included understanding the implications, both for ridership and operational costs, of implementation of a fare free zone; developing service scenarios for expanded service under an RTA; defining needed infrastructure and capital projects to support expanded transit services (and capital cost estimation); and working with local elected officials and stakeholders on how best to message RTA service and project needs.

Contact: Tanya Allen, Core Transit (Formerly Eco and EVTA) Director, tanya.allen@evta.org

Key Staff: Jason Miller, Sydney Provan

EVTA (Core Transit) 10 Year Transit Development and Capital Plan

Fehr & Peers is leading the development of the inaugural 10-Year Transit Development and Capital Plan for a newly form Regional Transportation Authority in Eagle County, CO. The Eagle Valley Transportation Authority, now known as Core Transit, provides critical transit service connecting employees and visitors from mountain towns in Eagle County to the mountain resort communities of Vail and Beaver Creek, CO. Fehr & Peers is developing a ten-year vision for enhancing and improving transit service throughout Eagle Valley, including detailed guidance on service operations and capital investments. The plan includes robust public engagement across multiple jurisdictions that required regular coordination meetings, online and in-person events to build consensus building among stakeholders with diverse interests. Fehr & Peers additionally led a detailed route and modeling analysis, a travel market analysis, and service alternatives development. The final

deliverable will include a service development plan, capital improvement plan, operating financial plan, and implementation and phasing plan that provides practical and implementable solutions for EVTA to follow through on their commitment to substantially grow and improve transit in the coming decade to meet the community's evolving transportation needs.

Highway 6 Concept 1: Three-Pattern Local & Express



- | Pros | Cons |
|---|--|
| <ul style="list-style-type: none"> Fast options to Vail Convenient connections to all locations | <ul style="list-style-type: none"> Lower frequencies compared to other alternatives |



Contact: Tanya Allen, Core Transit (Formerly Eco and EVTA) Director, tanya.allen@evta.org

Key Staff: Patrick Picard, Jason Miller, Sydney Provan

Yampa Valley RTA Formation Study | Steamboat/Craig/Routt County, CO (2023-2024)

Fehr & Peers led a multi-agency effort to create a regional transportation authority (RTA) as an optimal way to plan, finance, implement, and operate a regional transportation system for three clients: City of Steamboat Springs, City of Craig, and Routt County. This effort included an analysis of the existing transportation system and demand, an extensive public outreach effort, a facilitated discussion with peer Colorado RTAs, and development of cost and revenue scenarios for an initial service plan. The project concluded with clearly defined next steps that the various municipalities will need to collaborate on to bring the RTA to a public ballot.

OPERATIONAL PROJECTS		Annual Project Cost Range (Millions)*
	High Frequency Craig- Steamboat Springs Route Bus	Increasing the existing regional bus on US 40 to 30-to-60-minute frequency all day. \$ 2.60 - 3.40
	Local Craig Circulator Bus Route	Local circulator bus route within Craig to provide connectivity within the City and connections to the regional route. \$ 0.54 - 0.76
	South Rout Transit Services	Fixed bus route from South Rout to Steamboat Springs and a weekend activity bus during peak seasons. \$ 0.55 - 0.65
	Steamboat II Fixed Route Bus	Local route around Steamboat II connecting to Steamboat Springs. \$ 0.70 - 1.20
	HDN Airport Ground Transportation	Bus route connecting the Yampa Valley Regional Airport (HDN) with Steamboat Springs and a separate service connecting the airport with Craig. \$ 1.50 - 1.70
INFRASTRUCTURE / PARTNERSHIP PROJECTS		
	Fare-Free Regional Transit	Subsidy to make existing Craig-Steamboat Springs regional route free. \$ 0.45 - 0.60
	Safety Fund for Roadway Improvements	Fund for roadway safety projects, including wildlife crossings, pedestrian crossings, and other traffic calming and awareness measures, within the RTA boundary. \$ 0.25 - 0.50
	Rail Fund for Supporting Rail Development	Fund for projects related to rail development. The projects may include but are not limited to rail station development, rail line upgrades, and operating and capital costs. \$ 0.25 - 0.50
	Improvements to Existing Bus Stop and New Bus Stops	Improvements to existing bus stops, including shelters, passenger amenities, crosswalks, sidewalk connectivity, etc. Also includes new bus stops. \$ 0.09 - 0.28
	Park-and-Ride Lots	Park-and-ride lots to support regional fixed route service(s). \$ 0.30 - 0.40
	Develop Yampa River Core Trail	Extending the existing bicycle/pedestrian path for recreation and commuting for the extent of the RTA boundary. \$ 1.60 - 4.20

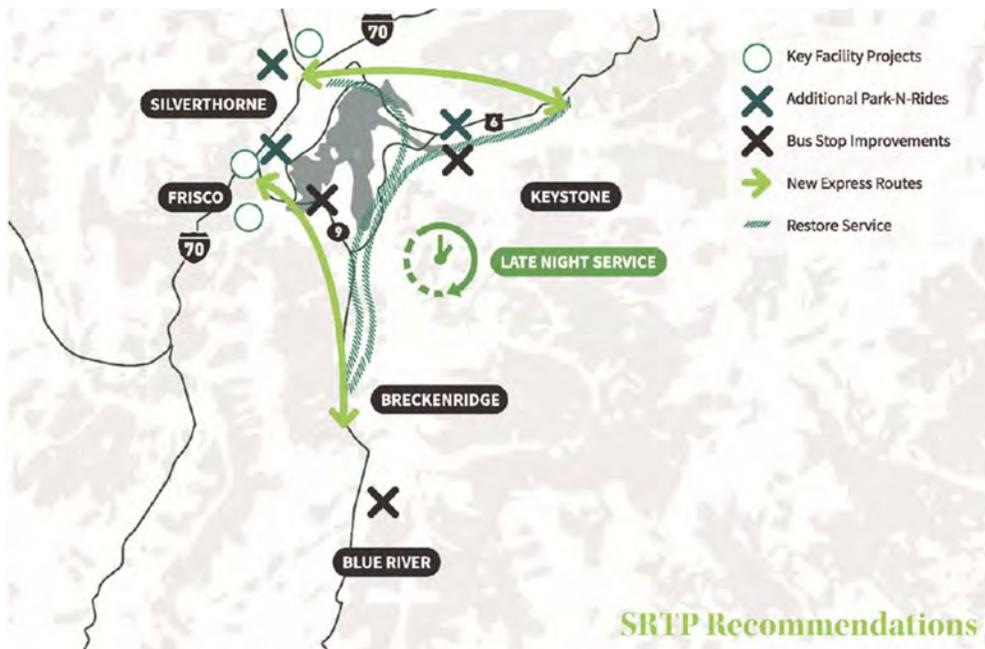
Contact: Sarah Jones, Sustainability Director of Steamboat Resort, sajones@steamboat.com; Jonathan Flint, Transit Director of SST, jflint@steamboatsprings.net

Key Staff: Jason Miller, Mikhail Kaminer, Kelsey Lindquist

Previous Summit Stage Work

Summit Stage Short Range Transit Plan (2020)

Fehr & Peers developed a Short-Range Transit Plan on behalf of Summit Stage. The effort involved a thorough analysis of the agency’s existing service, financials, and capacity to serve unmet needs with the existing service area. We carried out a public outreach campaign that included surveying and a virtual workshop. Through that process, we identified local need for more frequent transit service, shorter travel times that would make Summit Stage a viable choice over driving, and a desire to restore service that had previously been cut back. The final Short Range Transit Plan included recommendations for adding late night service that better aligns with the travel schedules of residents relying on the service for commute trips, new express routes that would improve the rider experience, and targeted recommendations for increasing organizational capacity through driver recruitment and retention strategies as well as a performance monitoring program. The Plan provided Summit Stage with a roadmap for delivering a service that connects residents with their community.

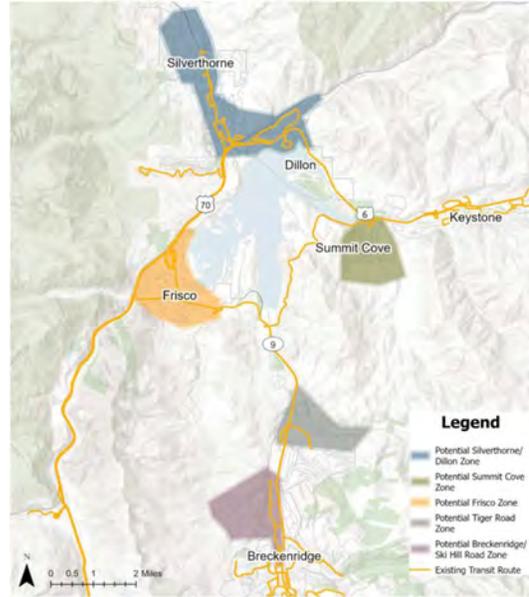


Summit Stage Transit Equity & Access Roadmap (2021)

Fehr & Peers led the development of a roadmap for expanding transit access to historically disadvantaged populations and those with the highest mobility needs. The project followed from our work completing Summit Stage’s Short Range Transit Plan (SRTP) in 2020. Our team started by assessing, analyzing, and defining transit needs for those who could benefit the most from improved transit connections to social services, medical services, shopping, and employment. The purpose was to compare unmet transportation needs with the existing Summit Stage system to identify gaps in coverage, non-existent or difficult to make connections, and span of service challenges (times of day, days of week, or times of year). The backbone of this project was extensive community engagement. The project team worked closely with local organizations to distribute surveys and host four focus groups in both English and Spanish with residents in the Summit Stage service area. The team also conducted 1:1 interviews with community leaders and service providers. The end result of the project was a transit equity and access improvement roadmap for Summit Stage to utilize for years to come in conjunction with SRTP implementation.

Summit County Microtransit Feasibility – Summit County, CO (2024)

Fehr & Peers supported the Summit Stage in Summit County Colorado through the process of assessing the feasibility of microtransit within Summit County including a review of peer agencies currently operating microtransit, community engagement about transportation needs, and a needs assessment for the county. From this analysis Fehr & Peers determined that microtransit was feasible for certain areas of the county and could be an appropriate tool to serve areas that could not be served well with traditional bus service. From there Fehr & Peers developed and analyzed different service alternatives and then worked with Summit Stage staff to develop a preferred service alternative. Fehr & Peers delivered a final implementation plan and recommended performance standards as the final elements of this project in order to equip Summit County with the necessary steps to work towards implementing of microtransit service.



Key Staff: Jason Miller, Sydney Provan, Mikhail Kaminer

Contact:

Chris Lubbers
Transit Director, Summit Stage
Summit County Colorado
P 970 668 4161
Chris.Lubbers@summitcountyco.gov

Fehr & Peers

Fehr & Peers specializes in providing multimodal transportation planning and engineering services to public and private sector clients. We emphasize the development of creative, cost-effective, and implementation-oriented solutions to multimodal planning and design problems associated.

We maintain a singular focus on being the best transportation engineering and planning consulting firm in the country. We are nationally recognized experts in these areas as evidenced by the fact that we routinely publish many professional papers, serve on national committees, and teach courses to others in the industry.

Transit Experts

Transit planning has been a core service of Fehr & Peers since our founding in 1985. Over the past 38 years, we have worked on transit planning, implementation, funding, and operations studies across the United States and in communities large and small. Our experience covers the entire spectrum of transit services, from complete system revisioning to transit service and corridor vision plans and major system expansion studies. For this project, our expertise in evaluating, analyzing, and developing detailed service plans for RTAs will be particularly applicable. We will also draw on a long list of recent cost modeling and grant funding research projects.

Our Values

From our firm's inception, we have developed strong client relationships by following three core values:

Professional integrity and honesty

We emphasize quality over quantity.

Responsive and hard working

We emphasize service over sales.

Problem-solving, can-do attitude

We emphasize solutions over process.



Jason Miller

Principal

EDUCATION

University of Colorado, Boulder, CO
Bachelor of Science: Electrical Engineering,
May 1994

AFFILIATIONS

American Planning Association
Community Transportation Association of
America
League of American Bicyclists - Certified
Instructor and Member

AWARDS

- Idaho Smart Growth Public Engagement Award
- Leader of the Year, I-WAY (Idaho transportation group)
- "Top 40 Under 40" Transportation Professional by Mass Transit Magazine
- Safety Champion Award from the National Highway Traffic Safety Administration
- Community Organization of the Year for Blaine County

EXPERTISE

- Transit Studies and Service Planning
- Multimodal Integration
- Transportation Planning
- Microtransit and TNC Partnerships
- Multimodal Infrastructure and Mobility Hubs
- Small Urban Communities
- First/Final Mile Solutions
- Transit Technology and Intelligent Transportation Systems

ABOUT

Jason is a transportation professional with over nineteen years of career experience planning, developing, and implementing effective multimodal transportation solutions. Jason has worked on a wide range of transportation projects that have included advanced and emerging mobility studies that have included microtransit, transportation network company (TNCs) partnerships, and bus rapid transit strategies; transit route and development plans that have incorporated creative first/last mile solutions; transit technology plans with smart infrastructure and real-time customer information; and integrated transportation infrastructure development plans with bicycle and pedestrian elements and wayfinding. As a former regional transportation authority director in a mountain town setting, Jason is passionate about planning implementable transportation solutions that facilitate stronger, more connected communities. He is a strategic thinker who can put ideas into plans as well as a skilled collaborator who builds community consensus.

RELEVANT PROJECT EXPERIENCE

- Park City Short Range Transit Plan – Park City, UT
- Eagle Valley RTA 10-year Plan – Eagle County, CO
- Routt/Steamboat/Craig RTA Feasibility Study – Steamboat, CO
- Moab Transit Implementation Plan – Moab, UT
- Park County Transit Feasibility Study – Fairplay, CO
- Skyline Transit Plan, Mobility Hub Plan, and Grant Support – Big Sky, MT
- All Points Transit On-demand Transit Study – Montrose, CO
- SMART Specialized Transit Study and Five Year Transit Plan – Telluride, CO
- Summit Stage Short Range Transit Plan and Equity and Access Study – Summit County, CO
- Fort Collins Transit Funding and Fare Free Study – Fort Collins, CO
- NE Denver Microtransit Implementation Plan – Montbello/Denver, CO
- START Bus Technology RFP Support and Five-Year Route Plan including Bus Rapid Transit – Jackson, WY
- Statewide Rural Intelligent Transportation Systems – Boise, ID
- Mountain Rides Transportation Authority Five-year Strategic Business Plan – Ketchum, ID



Mikhail Kaminer

Transportation Planner

EDUCATION

Master of Urban and Regional Planning, University of Colorado Denver, 2022

Bachelor of Geography: Urban Planning and Studies, University of Colorado Denver, 2020. Minor: Spanish Language.

EXPERTISE

- Transit Planning
- GIS Mapping and Analysis
- Safety
- Bicycle and Pedestrian Planning
- Graphic Design
- Data Science

ABOUT

Mikhail Kaminer is a Transportation Planner in the Denver office with the mission to expand community access through widespread multimodal transportation options. His passion for accessible and liberating transportation stems from an appreciation for the different transportation modes and transit systems he has experienced throughout the world and at home in the Denver metropolitan area. He particularly enjoys utilizing data and mapping to analytically understand the needs of unique communities. Mikhail's experience ranges from local to regional scales in transit solutions, giving him the ability to think about the various ways decisions at different scales will impact communities at the human level.

TRANSIT AND MULTIMODAL PLANNING EXPERIENCE

- Yampa Valley RTA Study – Routt County, CO and Craig, CO
- Steamboat Springs Passenger Rail Feasibility Study – Steamboat Springs, CO
- GVRTA Strategic Operating and Capital Plan – Gunnison Valley, CO
- Vail Transit Route Optimization Plan – Vail, CO
- Douglas County Transit and Multimodal Study – Douglas County, CO
- South Boulder Road Corridor Study – Boulder County, CO
- CU Boulder Transit Study – Boulder, CO
- Thornton Transit Study – Thornton, CO
- Summit County Microtransit Feasibility Study – Summit County, CO
- Citibus Transit Planning and Title VI Impact Analysis – Lubbock, TX
- West 38th Avenue Corridor Study – Denver, CO
- North Federal Boulevard Microtransit Study – Westminster, CO
- Erie Microtransit Study – Erie, CO
- Globeville/Elyria Swansea Microtransit Planning – Denver, CO
- Park County Transit Plan – Park County, CO
- Davis-SLC Community Connector – Salt Lake City, UT
- Erie Transportation Master Plan – Erie, CO
- Vail Mobility and Transportation Master Plan – Vail, CO
- Denver Moves: Cherry Creek – Denver, CO
- Brighton Bicycle, Pedestrian, and Multimodal Transportation Plan – Brighton, CO



Sydney Provan, AICP

Senior Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
University of Colorado, Denver, 2019

Bachelor of Arts, Philosophy
Colorado College, Colorado Springs, 2014

AFFILIATIONS

American Planning Association (APA)

EXPERTISE

- Transit Planning
- Transit analytics
- GIS Mapping and spatial analysis
- Public engagement
- First and Last Mile Planning

ABOUT

Sydney Provan is a Senior Transportation Planner in Fehr & Peers' Denver office. Sydney has worked on several transit projects throughout the state in both rural and urban areas. She is passionate about using her skills in data analysis, community engagement, and transit planning to improve transportation access in the communities she works in. Sydney lead the alternatives analysis component of the North College BRT Corridor Study in Fort Collins where she applied her analytical skills and learned more about Transfort's operations, community needs in North Fort Collins, and potential opportunity areas for microtransit or other innovative transit solutions.

Sydney also has experience developing plans to improve the equity of transit service like the Summit Stage Equity & Access Study and the SMART Senior & Disability Transit Roadmap. She is passionate about planning transit improvements in a holistic way that considers transit stop amenities, first and last mile connections, and rider experience.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- North College BRT Corridor Study – Fort Collins, CO
- SMART Strategic Operating Plan – San Miguel County, CO
- State Highway 119 First and Final Mile Study – Boulder County, CO
- SMART Senior & Disability Transit Roadmap – San Miguel County, CO
- Summit County Equity & Access Study – Summit County, CO
- Safe Routes to School Travel Plans – Denver, CO
- Lake County Transit Feasibility Study & Implementation Support – Lake County, CO
- Grand Valley Regional Transit Plan, Mesa County, CO
- River Mile Development Transit Sensitivity Analysis – Denver, CO
- Park County Transit Study and Development Plan – Park County, CO
- Rural Transit and Human Services Coordinated Plans – Statewide, CO

Summit County Colorado

*Response to Request for Qualifications for Consulting Firm
To Form
Regional Transportation Authority
Solicitation # 151020251*

April 8, 2025



KAPLAN KIRSCH

Submitted By:

Polly B. Jessen, Partner
1675 Broadway, Suite 2300
Denver, CO 80202
pjessen@kaplankirsch.com
(303) 825.7000

Kirsten Crawford, Partner
1675 Broadway, Suite 2300
Denver, CO 80202
kcrawford@kaplankirsch.com
(303) 825.7000

COVER LETTER

April 8, 2025

VIA Online Submission

*ATTN: Chris Lubbers, Transit Director
Summit County, Transit Department
Chris.Lubbers@summitcountyco.gov*

Re: LEGAL SERVICES TO FORM REGIONAL TRANSPORTATION AUTHORITY

Kaplan Kirsch LLP (the Firm) is pleased to submit this response to the Summit County Request for Qualifications for Consulting Firm to Form Regional Transportation Authority (Solicitation #151020251). We are submitting this statement of qualifications to provide legal services in support of the RFQ Response of WR Communications Inc. as coordinating contractor, and along with Fehr & Peers as transportation planning consultant.

I am submitting the attached statement of qualifications on behalf of the Firm and will serve as the contact person for the procurement process and lead counsel should Summit County select the Firm to serve as legal counsel. My contact information follows:

Name: Polly B. Jessen
Title: Partner
Address: 1675 Broadway, Suite 2300, Denver, CO 80202
Email: pjessen@kaplankirsch.com

Thank you in advance for your consideration.

Sincerely,



**Polly Jessen, Partner
Kaplan Kirsch LLP**

CONTENTS

COVER LETTER..... I

I. QUALIFICATIONS 20

A. Firm Overview20

B. Proposed Team.....20

C. Relevant Experience in Colorado22

D. References25

E. Sample Retainer Agreement26

F. Statement of Good Standing30

G. Statement of Malpractice Insurance.....30

II. PROJECT APPROACH..... 30

III. SCHEDULE..... 32

IV. APPLICABLE FEDERAL/STATE REGULATIONS AND INDUSTRY STANDARDS..... 33

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS 33

APPENDIX A – RESUMES..... 35

I. QUALIFICATIONS

A. Firm Overview

Kaplan Kirsch LLP (the Firm) is a medium-sized law firm of 46 attorneys, with 25 partners, 3 of counsel, and 18 associates, and 21 staff members. The Firm is a limited liability partnership that has been open and operating for 22 years and was organized in 2003 by a group of attorneys, most of whom had already practiced together for nearly a decade. We are headquartered in Denver, Colorado, with additional offices in Washington, DC, New York City, and San Francisco.

<p>Denver 1675 Broadway Suite 2300 Denver, CO 80202</p>	<p>Washington DC 1634 I Street, NW Suite 300 Washington, DC 20006</p>	<p>New York 1500 Broadway (at West 43rd Street) Suite 1605 New York, NY 10036</p>	<p>San Francisco One Sansome Street Suite 2910 San Francisco, CA 94104</p>
--	--	--	---

We specialize in solving problems that involve railroads, transit systems, airports, highways, energy, and other infrastructure, as well as environmental, real estate, land use, urban redevelopment projects, and tribal law. Our motto, Projects That Keep Life Moving®, reflects our Firm’s ‘first and only’ prioritization of such project work for public entities. We are among the very few law firms practicing in the United States devoted solely to advising on issues that arise in transportation infrastructure projects, from the design phase, environmental permitting and National Environmental Policy Act (NEPA) issues, procurement process, federal regulatory issues associated with transportation, and innovative financing options involving transit-oriented development, project development agreements, design-build contracts, and public/private partnerships.

The Firm represents primarily state and local governments and authorities. Our unique focus affects the way in which we have organized and manage our Firm around the needs of public sector clients. Our attorneys are counsel to a wide variety of public agencies across the United States and have served as government counsel at the highest levels of federal, state, and local government. The Firm and its attorneys have received numerous commendations for its and their work, including from the Financial Times, P3 Bulletin, the former National Council for Public-Private Partnerships (NCP3P), Chambers USA, and The Best Lawyers in America® for Transportation Law.

B. Proposed Team

We have organized our team to deliver high quality and cost-effective service to the County with an appropriate depth of experience on the specific identified scope areas. The following short bios are for our Lead Contact, partner Polly Jessen, firm partners Kirsten Crawford, John Putnam and, Stephen Kaplan and firm associates Diane Sung and Viktor Zhong. We anticipate Polly will take the lead on drafting of the Intergovernmental Agreement for the RTA and associated formation steps under the RTA Statute. Kirsten will take the lead on advice and drafting of election instruments, TABOR compliance documents, and local government statutory requirements. John Putnam and Steve Kaplan will be assisting with new state funding sources, and service negotiations, as needed, with CDOT and FRPR. They will be supported by Diane Sung, and Viktor Zhong, and

will be available to address special issues or as necessary to meet deadlines or efficiently step in if the lead attorneys are unexpectedly unavailable. **Full resumes of the proposed team can be found in Appendix A.**

<This space has been intentionally left blank.>

C. Relevant Experience in Colorado

<p>Steamboat/Yampa RTA Spring 2025 City of Steamboat Springs / Yampa County Colorado</p>	<p>Project Description: City of Steamboat Springs (“City”) engaged the Firm on behalf of the Yampa Valley Transportation Authority formation committee comprised of representatives from Routt County and the cities of Steamboat Springs and Craig, the towns of Hayden, Yampa, and Oak Creek City. The Firm has been advising, negotiating, and drafting the foundational Intergovernmental Agreement. The Firm has assisted with meeting preparation, meeting materials, notices, and public hearing support. The Firm will prepare resolutions and materials for local governments, draft ballot questions, and navigate procedural laws governing elections and TABOR.</p>
<p>Eagle Valley Transportation Authority January 2022 Eagle Valley Transportation Authority Eagle County, CO</p>	<p>Project Description: Eagle County engaged the Firm on behalf of the intergovernmental formation committee in connection with the formation and ballot initiative for the Eagle Valley Transportation Authority. The Firm advised the intergovernmental formation committee through the crafting of the Authority’s foundational Intergovernmental Agreement. The Firm also provided legal support necessary to refer the creation of the Authority to Eagle County Voters in November 2022—including drafting resolutions and materials for local governments, drafting ballot questions, and navigating procedural laws about elections and TABOR. Following formation, the Firm helped develop the Authority’s bylaws, initial Board policies, drafted and reviewed necessary resolutions and Board documents, and advised the Board with respect to legal compliance issues under the Local Government Budget Law of Colorado, the Colorado Open Records Act, and the Colorado Open Meetings Law.</p>
<p>Mountain Energy Project Spring 2025 Coalition of Summit County Communities</p>	<p>Project Description: A coalition of Summit County mountain communities (Breckenridge, Frisco, Dillon, Silverthorne, Keystone, Blue River, and Summit County) is participating in a Colorado Public Utilities Commission proceeding regarding Xcel Energy's "Mountain Energy Project." This project aims to convert some residential and commercial natural gas usage to electricity, reduce peak gas demand, and install local liquified and compressed natural gas facilities in mountain areas. The coalition's advocacy priorities include securing adequate investment for beneficial electrification initiatives, protecting local residents' health and safety, ensuring alignment between</p>

	Xcel's plans and local greenhouse gas reduction goals, and advocating for equitable cost allocation.
<p>Mountain Rail</p> <p>Fall 2024</p> <p>CDOT/HPTE/CTIO</p> <p>Colorado</p>	<p>Project Description:</p> <p>The Firm has been retained to represent CDOT/HPTE/CTIO on the Mountain Rail project from Denver Union Station to Steamboat Springs.</p>
<p>Tennessee Pass Project</p> <p>January 2021</p> <p>Eagle County</p> <p>Eagle County, CO</p>	<p>Project Description:</p> <p>Eagle County engaged the Firm in connection with the County's advocacy, negotiation, and regulatory efforts related to the proposed activation of freight service on the Tennessee Pass rail line, and matters related to potential uses of the Union Pacific rail line through the Tennessee Pass. The Tennessee Pass line has been out of service for nearly 30 years. The Firm represented Eagle County and other area towns and counties in a consortium concerned about the potential environmental, infrastructure, and social impacts from its reactivation. This representation included filing a Petition for Stay at the Surface Transportation Board (STB), compiling and summarizing comments submitted on the proposal, and advising the consortium on opportunities at the STB. In March 2021, the STB rejected the application to reinstitute rail service on the Tennessee Pass Line, adopting the arguments we and other parties made in objecting to the railroad's proposed use of the notice-of-exemption process to avoid scrutiny of environmental impacts and terminated the proceeding.</p>
<p>Uinta Basin Railway Litigation</p> <p>January 2021</p> <p>Eagle County</p> <p>Eagle County, CO</p>	<p>Project Description:</p> <p>Eagle County also engaged the Firm to represent the County in connection with the evaluation of and submission of comments to the STB on a proposal to construct a new, 85-mile line of railroad to serve petroleum extraction fields in the Uinta Basin of northeastern Utah. Because construction of a new line facilitating expanded oil and gas development in Utah was likely to have an impact on the potential for reinstating freight rail service through the Tennessee Pass, we prepared detailed comments to the STB on its Draft Environmental Impact Statement for the Uinta Basin line. Specifically, we urged the STB to consider the indirect and cumulative impacts the proposed new rail line in Utah would have in conjunction with the proposal to reactive service on the Tennessee Pass Line, as well as the project's purpose and</p>

	<p>need, downline impacts and reasonable alternatives, and mitigation measures.</p> <p>In December, the U.S. Supreme Court will review the lower court ruling on the Uinta Basin railway. The Seven County Infrastructure Coalition (SCIC) is a group of Utah county governments that support the project. Eagle County and environmental groups oppose the project. The Supreme Court will review the lower court's decision on whether the STB properly considered environmental impacts beyond the immediate scope of the project.</p>
<p>Eagle County Regional Airport October 2008 – Present County Attorney’s Office Gypsum, CO</p>	<p>Project Description:</p> <p>The Firm has represented the Eagle County Regional Airport in Gypsum, Colorado, in matters relating to the negotiation of a new terminal use agreement that includes the funding of a new terminal facility. Among the myriad of issues on which the airport is facing is how best to address the needs of air carriers who have less than all-year, daily service and how to equitably allocate costs among carriers with varying service models. The Firm is also providing advice and counsel on airport operational matters, including gate allocation, terminal layout, and winter operations.</p>
<p>Front Range Passenger Rail District August 2022 – August 2024 Front Range Passenger Rail District Colorado</p>	<p>Project Description:</p> <p>The Firm was selected to be part of the legal team representing the Front Range Passenger Rail District and assisted in early stages of forming the Front Range Passenger Rail District and rail negotiations. Created by the Colorado General Assembly in S.B. 21-238, the Passenger Rail District serves Front Range communities from Fort Collins to Pueblo, as a backbone for connecting and expanding rail and transit options in the state and region.</p>
<p>RTD FasTracks - EAGLE P3 Historical Involvement On-going Denver Regional Transportation District (RTD) Denver, CO</p>	<p>Project Description:</p> <p>The Firm’s decades long, multi-faced work related to the Denver Regional Transportation District (RTD) FasTracks program illustrates our broad transportation experience. Among other roles, our Firm and our attorneys advised RTD and the Denver on the creation of the Denver Union Station Project Authority to oversee the \$500 million redevelopment of Denver Union Station; advised RTD on assembly of a packet of federal grants and loans that included a first-of-its-kind joint TIFIA/RRIF financing for the station; represented the master developer on the multi-billion dollar redevelopment of the surrounding real estate; and represented RTD on all aspects of the \$2.1 billion EAGLE P3 Project.</p>

D. References

<p>WR Communications</p> <p>Bill Ray 1600 Broadway Suite 1350 Denver, CO 80202 303.885.1881 bill@wr-communications.com</p>	<p>Town of Avon</p> <p>Eric Heil 100 Mikaela Way Avon, CO 81620 970.748.4004 eheil@avon.org</p>
<p>Eagle County</p> <p>Beth Oliver 500 Broadway Eagle, CO 81631 970.328.8685 Beth.oliver@eaglecounty.us</p>	<p>Town of Steamboat Springs</p> <p>Michael Buccino Steamboat City Councilmember mabuccino@gmail.com</p> <p>Dan Foote Steamboat City Attorney dfoote@steamboatsprings.net</p>
<p>Town of Breckenridge</p> <p>Jessie Burley Sustainability and Parking Manager, Town of Breckenridge jessieb@townofbreckenridge.gov</p> <p>Keely Ambrose Town Attorney, Town of Breckenridge KeelyA@townofbreckenridge.gov</p>	<p>Routt County</p> <p>Sonja Macys Routt County Commissioner smacys@co.routt.co.us</p>

E. Sample Retainer Agreement



DENVER
NEW YORK
SAN FRANCISCO
WASHINGTON, DC

Sample

Re: Engagement for Legal Services

Dear Sample:

We are very pleased that Sample (“Sample”) wishes to retain Kaplan Kirsch LLP (the “Firm”) to advise Sample with regard to . This letter sets forth the terms under which the Firm will represent Sample on this matter and any other matters as directed by Sample.

While we are reluctant to be overly formal, we have found that a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties’ obligations are clearly set forth in writing.

The effective date of our representation is . I will be the partner-in-charge of this engagement and will be the contact person for the Firm on this matter. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm’s managing partner, Robert W. Randall, is always available in the event you have questions about our representation.

Scope of Our Representation. Sample is engaging the Firm to advise on matters and other matters to which we may jointly agree in writing. The scope of our representation is limited to these matters.

Attorneys within the Firm are licensed to practice law before the U.S. Supreme Court, most federal appellate and many federal district courts, as well the highest court in many states. To the extent that you seek advice with respect to states where Firm attorneys are not licensed, we will provide advice in a manner consistent with the rules of professional conduct applicable to the practice of law in that state.

Opinions on Likely Outcomes. Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

Kaplan Kirsch LLP
Attorneys at Law

1675 Broadway
Suite 2300
Denver, CO 80202

tel: 303.825.7000
fax: 303.825.7005
kaplankirsch.com

Sample

Page 2

Fees and Charges. The Firm will charge for its services according to the fees set out herein. I will be the partner-in-charge of this matter but anticipate involvement by other attorneys, as needed, in particular, [INSERT NAMES OF OTHER ATTORNEYS HERE]. For purposes of this engagement, my hourly rate is \$ per hour. Assisting attorney(s) rate is \$[RATE] per hour, respectively. The normal hourly rates for attorneys in the Firm range from \$295 to \$795 per hour. Paralegal/law clerk rates are charged \$160 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective until at least the end of this calendar year. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. **Please let us know if you have any special requirements for the expenditure or reporting of expenses.**

Invoices. It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that Sample pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If Sample does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and Sample agrees that such charges are acceptable to Sample. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

Conflicts Evaluation. In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between Sample and any Firm clients. Further, we are not aware of any potential conflicts. As you are aware, the Firm represents a number of public sector and private sector clients. We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to Sample on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to Sample on a matter of which we are unaware or in which we have no involvement. Sample understands and agrees that the Firm may represent new and existing clients in any matter that is not substantially related to our work for Sample even if the interest of such other clients may be directly adverse to Sample or to any entity or person related to Sample, with one exception: This prospective consent to conflicting representation will, of course, not apply to any matter where, as a result of our work for Sample, we have obtained sensitive, proprietary, or otherwise confidential information that could be used by such other clients to the material disadvantage of Sample. Should we be involved

Sample

Page 3

in other matters for Sample, the conflict evaluation will be done at that time on a case-by-case basis.

Termination of Our Engagement. Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless Sample and the Firm have agreed to a continuation with respect to other matters. Sample has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by Sample or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

Entire Understanding of Terms of Our Representation. This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and Sample.

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Sincerely,

KAPLAN KIRSCH LLP

By: _____
Sample

ACCEPTED AND AGREED ON BEHALF OF

Sample

Page 4

Sample

By: _____
Sample

Date: _____

Sample

F. Statement of Good Standing

All attorneys who would provide primary legal services to the Summit County are members in good standing to practice law in Colorado.

G. Statement of Malpractice Insurance

Kaplan Kirsch LLP carries appropriate levels of professional liability insurance to safeguard our clients' interests.

II. PROJECT APPROACH

Kaplan Kirsch offers the experience of having executed a similar scope of services requested in this RFQ for the formation committee for both the Yampa Valley Transportation Authority and the Eagle Valley Transportation Authority. As a result of that experience, our firm understands how to implement the requirements of the RTA statute, state election and TABOR requirements, and integrate them with local government processes to successfully form a new RTA. We also have developed forms and templates that we can draw on to contain cost and create efficiencies, but tailor to the particular requirements of the local jurisdictions in Summit County, Colorado that wish to participate in the formation of a regional transportation service.

In our experience, working through the state and local requirements governing RTA formation with the multiple constituent jurisdictions of an RTA formation committee is an iterative, not linear, process. Each step involves assessing feedback from the public process and the stakeholders in the region and making adjustments in the legal instruments that are necessary to reach agreement and voter approval of the IGA that governs the new RTA.

A successful election is not the end of the process. Also essential are the legal steps following voter approval necessary to set up the ongoing operations of the RTA. These steps include board appointments, drafting of bylaws, basic functional policies (e.g., open records, procurement, computer systems technology), budgetary filings, board administration, and solicitations and contracting to fill staff positions and hire necessary professional service providers necessary to support RTA operations.

We also have learned the importance of understanding and accounting for the decision-making procedures of the formation committee participants to assure timely and efficient document preparation and meet schedule milestones. Input from the community, business stakeholders, and the surrounding ski also may drive important decisions. Often the elected officials, managers, and financial teams charged with those decisions in each jurisdiction demand direct access to the legal team to support formal deliberation and action.

Lastly, Kaplan Kirsch offers a deep bench of attorneys who have substantial experience working with and for municipalities and other state and local governmental entities in Colorado, as well as nationwide. In this role, Firm attorneys routinely advise and assist public sector clients with respect to entity formation, governance structures, election matters, and Board administration. In particular, Polly Jessen and Steve Kaplan were members of the team that represented the EVTA formation committee. Polly Jessen and Kirsten Crawford are currently advising the Yampa Valley Transportation Authority (YVTA) formation committee, have prepared the draft RTA IGA and are supporting the statutory public hearing process which is currently underway. Adding to the depth of experience, Kaplan Kirsh has worked closely with both consultant Bill Ray and members of Fehr and Peers in both the scope of work for the EVTA and the YVTA

Scope of Legal Services and Key Tasks:

The following, more-detailed description of legal tasks and deliverables associated with each of the scope components is set forth below.

Kaplan Kirsch anticipates that legal services will not be a significant part of the initial phase of services. In the initial phase, it is our experience that the technical consultants will analyze existing transportation information from the County and individual local jurisdictions and begin to make recommendations about proposed RTA services, projects and potential funding sources.

- **Drafting and Negotiating the MOU** – Legal services may be needed when the County, municipalities, and participating jurisdictions self-identify a desire to move forward with more formal deliberations of the formation of an RTA. The formal deliberation phase begins in our experience with the drafting and negotiating of a memorandum of understanding to formally constitute a formation committee, identify the representatives, standing meeting dates, funding, and to address open meetings/open records requirements. Kaplan Kirsch can take the lead in this phase in the process but also can provide support to in-house attorneys staff in the event the County and local jurisdictions prefer that approach in this phase of the process. Kaplan Kirsch will attend all formation committee meeting and assist the formation committee and its consultants in noticing public meetings, circulating meeting invitations, setting agendas and setting meeting objectives.
- **Drafting and Negotiating the IGA** – Once the MOU has been executed, Kaplan Kirsch legal service will become more central to the process. From our experience creating an RTA, input from key stakeholders drives IGA revisions for an extended period of the process: i) on an initial draft prior to submittal to participating jurisdictions for public hearings and approval; ii) in response to comments during mandatory public hearings; iii) in response to comments from CDOT and adjacent municipalities/counties. To streamline the process, we will offer materials to guide discussion such as: a list of statutorily-required, recommended, and optional IGA terms for Formation Committee consideration. We will draft, distribute, revise, and finalize the IGA in response to formation committee instruction until agreement is reached and local jurisdictions approve. We have found that clear decision-making procedures within participating jurisdictions can help limit iterations of the IGA. Kaplan Kirsch also will assist with early outreach and briefings to anticipate and address CDOT and adjoining county/municipality comments.
- **Notices to State and Neighboring Jurisdictions** – Kaplan Kirsch will draft form language for participating entities to use to satisfy RTA statute requirements including notice to the Department of Local Affairs, the Department of Revenue, the State Auditor, and to the stakeholder entities with opportunity for review and comment, including the Colorado Department of Transportation and neighboring jurisdictions.
- **Drafting Agenda Memoranda and Resolutions for Public Hearing Process** – Participating jurisdictions may have varying needs for assistance in preparing documents necessary to support the BOCC, Council, and governing body consent and/or approval processes. Kaplan Kirsh will prepare form memoranda and agenda packet materials if requested, which can ensure consistency among jurisdictional action.
- **Drafting Election Materials and Ballot Measures** – After the first phase of public hearings and once the review and comment period has concluded (or a shorter timeframe if early

feedback), Kaplan Kirsch will begin working with the formation committee to meet election deadlines, draft referendum materials, draft ballot questions, and ensure compliance with TABOR requirements, including any tax increase, debt and spending limit questions, TABOR Election Notice requirements and soliciting pro and con statements. We will prepare form language for ordinance, resolution, and/or other legal instruments with inclusion of the ballot question referring the question contemplated for each participating jurisdiction. We will assist in preparation of ballot related documents, such as: notice to the County Clerk to participate in the general election; certifying the ballot order and content and any comments on the ballot issue for the ballot issue notice

- Post-Formation Tasks to Constitute the RTA Board** – Following a successful election, a variety of steps are mapped in the IGA or otherwise required by law to establish a functioning RTA. The RTA also is immediately subject to a range of generally applicable statutory requirements applicable to local governmental entities. The Formation Committee consultant and law firm may be the only participants suited to administer those steps until the board has been constituted and has hired staff to act on behalf of the new RTA. Budgeting and planning for those steps in advance can help with a smooth transition. Kaplan Kirsch has significant experience administering the steps required to establish new governmental and quasi-governmental entities.

III. SCHEDULE

The milestone schedule will be driven by the target election date, whether general or special election, financing and TABOR applicability, and the meeting cadence and code requirements of the participating local jurisdictions. Determining the specific milestone schedule is a first step critical to the success of RTA formation. An example schedule beginning with the kick off meeting of the formation committee discussed above is set forth in Figure 1 below. The attorneys proposed to staff this project are available and, as noted above, Kaplan Kirsch has a deep bench of attorneys with governance and local government expertise that can help surge to meet deadlines or transition onto this project as necessary.

Figure 1

Month/ Component	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1-Kick off															
2-Meetings															
3-IGA															
4-RTA Process															
5-Election															
6-Support															
7-Stand Up															

IV. APPLICABLE FEDERAL/STATE REGULATIONS AND INDUSTRY STANDARDS

Kaplan Kirsch LLP acknowledges and certifies full compliance with all Federal and State laws and regulations outlined in Part IV of the Request for Qualification, including:

- Debarment, Suspension, Ineligibility and Voluntary Exclusion requirements
- Lobbying Restrictions certification
- Program Fraud and False Statements provisions
- Nondiscrimination requirements and affirmative action commitments
- DBE Program Requirements (2.44% participation goal)
- Davis-Bacon Act prevailing wages compliance
- Access to Records and Reports requirements (3-year retention)
- Prohibition on cost plus percentage of cost (CPPC) contracting
- Buy America provisions for FTA-assisted projects
- Accessibility requirements
- Seismic safety provisions for construction projects
- Copeland "Anti-Kickback" Act compliance
- Contract Work Hours and Safety standards
- Clean Air Act and Federal Water Pollution Control Act requirements
- Energy Conservation standards

Our firm certifies that it is not currently debarred, suspended, or ineligible for federal contracts and will maintain compliance with all requirements throughout the duration of any resulting engagement.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Kaplan Kirsch acknowledges and accepts the indemnification requirements outlined in the RFQ. Our firm will indemnify and hold harmless the County from all claims, damages, losses, and expenses arising from our acts or omissions or those of our sub-contractors in performing contracted services.

Upon execution of an Independent Contractor Agreement, we will provide certificates of insurance within seven (7) business days demonstrating coverage that meets or exceeds all specified requirements, including:

- Worker's Compensation (statutory limits) and Employer's Liability (\$1,000,000 Each Accident, \$500,000 Disease Policy, \$1,000,000 Disease Each Employee)
- Commercial General Liability (\$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products Completed Operations Aggregate)
- Automobile Liability (\$1,000,000 Combined Single Limit Each Accident)

We confirm that our insurance will be primary, will not be cancelled without thirty (30) days prior written notice to the County, and will remain in effect throughout the contract term.

<This space has been intentionally left blank.>



APPENDIX A - RESUMES



Partner

-  Denver, CO
-  303.825.7000
-  pjessen@kaplankirsch.com

Education

- J.D., Columbia University School of Law, 1994
- Judicial Law Clerk, former Chief Justice Mary J. Mullarkey, Colorado Supreme Court, 1994–1995
- A.B., *cum laude*, Princeton University, 1987

Bar & Court Admissions

- Colorado
- Wyoming

Resources

- Reference Guide: Entities that Construct, Fund and Operate Selected Public Facilities and Projects in the Denver Metropolitan Area

Professional Activities & Awards

- Downtown Denver Partnership Board of Governors (2023-present)
- Board of Directors, PacWest Bancorp and Pacific Western Bank (2021-2023)
- Urban Exploration Steering Committee, Downtown Denver Partnership (2019-present)
- American College of Environmental Lawyers (2019-present)
- Board of Directors, Center for Resource Conservation (past)
- Smart Growth Task Force (past)
- *Best Lawyers*® Environmental "Lawyer of the Year" award for Denver (2022, 2024)
- *Best Lawyers in America*®, Environmental Law; Construction Law (2017–Present)

Polly B. Jessen

Polly Jessen’s practice focuses on the range of project development issues, including entity formation and governance and with special emphasis on issues associated with redevelopment of contaminated property.

Polly’s clients include municipalities and quasi-governmental entities, as well as private developers, lenders, and other private entities involved in complex remediation and redevelopment projects. She speaks and publishes on contaminated property redevelopment issues, construction, entity formation and governance for project development, and the environmental and land use issues associated with severed mineral interests.

Representative Experience

Eagle Valley and Yampa Valley Transportation Authorities, Colorado

Advised local entities in drafting and negotiation of IGAs and other legal requirements under state law to form a regional transportation authority and obtain voter approval of associated taxes. Advised the Eagle Valley Transportation Authority board with regard to initial steps necessary to “stand up” the new authority and initiate regional transportation services.

National Western Center Redevelopment, Denver, Colorado

Represented the City and County of Denver, Colorado, in developing and negotiating the governance structure and framework agreements for expanding and redeveloping the current home of the National Western Stock Show into a new 270-acre state-of-the-art, multi-purpose campus to house the National Western Stock Show; currently represent Denver in administering its obligations under the framework agreements and in structuring and soliciting partners for development of future phases of the project.

Denver Convention Center Hotel Authority

Represented the City and County of Denver, and after formation, the Denver Convention Center Hotel Authority, in the preparation and/or negotiation (together with bond counsel) of the documents necessary for the creation, start up and initial

- *Chambers USA*, Colorado, Environment – Band 2 (2016–Present)
- *Super Lawyers*® Environmental Law (2020–Present)
- *5280's* Top Lawyer for Environmental Law (2018–2020)

operation of the Authority, including the Bylaws and amendments to Articles of Incorporation; conflict of interest, open records, procurement, and other Board policies; bond indenture; hotel construction and operation contracts; asset manager contracts, along with coordination of the authorizations and execution of the documents. Continue to represent the Hotel Authority as its outside general counsel since formation.

Acquisition of Eagle Mine Site Property, Minturn, Colorado

Advised the Town of Minturn with respect to environmental risk management methods, use limitations and requirements for acquisition fee title, easements and options to acquire hundreds of acres of property within the Eagle Mine Superfund Site.

Ball Arena Redevelopment, Denver, Colorado

Represent the master developer in negotiating cleanup requirements and other environmental terms and conditions of the development agreements with the City and a voluntary cleanup plan with the Colorado Department of Public Health and Environment for the redevelopment of the current home of Ball Arena.

River Mile Development, Denver, Colorado

Represent the master developer in negotiating cleanup requirements and other environmental terms and conditions of agreements with the City and orders with the Colorado Department of Public Health and Environment associated with the redevelopment of the 58-acre property, which is currently home to the Elitch Gardens Theme and Water Park and available cost recovery opportunities.

Victory Crossing Development, Commerce City, Colorado

Represent the master developer in negotiating agreements with the USEPA, Colorado Department of Public Health and Environment, General Services Administration, US Fish & Wildlife to perform risk assessments necessary to lift statutory deed restrictions and allow residential mixed use of over 300 acres of property surrounding Dick's Sporting Goods Park.

PuebloPlex, Pueblo, Colorado

Represent the local redevelopment authority (LRA) in negotiating cleanup requirements and other environmental terms and conditions associated with the transfer of approximately 16,000 acres of property within the former U.S. Army Pueblo Chemical Depot; advising the LRA with regard to environmental due diligence and environmental risk management during acquisition and redevelopment, including regulatory compliance and cleanup, environmental insurance, institutional controls, cost recovery opportunities, environmental disclosure, remediation funding sources, NEPA, and other redevelopment-related issues.

Lowry Redevelopment Authority, Denver, Colorado

Represented the Authority with respect to the closeout of agreements for the privatization of cleanup at the former Lowry Air Force Base.

Central I-70 Project, Denver, Colorado

Advised the Colorado Department of Transportation in structuring of a customized hazardous materials and environmental risk management regime (including specific provisions governing groundwater conditions).

The Boring Company's O'Hare Express System, Chicago, Illinois

Advised the City of Chicago in structuring hazardous materials and environmental risk management provisions of the P3 contract.

Stapleton Airport Redevelopment, Denver, Colorado

Represent the master developer of the former Stapleton International Airport property; drafted and negotiated core agreements related to the project, including the structure and implementation of the real estate purchase, the \$650 million, publicly-financed infrastructure agreements, environmental risk mitigation and insurance, the development agreement, and other key documents and negotiations related to the project; drafted and negotiated environmental disclosures to be provided to prospective homebuyers and tenants, and assisted the client in several areas related to construction at the project site, including developing construction materials management plans, drafting construction contracts, negotiating the form of easements and other access agreements, and addressing land use and other entitlement issues.

Redevelopment of the Former Gates Rubber Company Site, Denver, Colorado

Represented the master developer in environmental due diligence, negotiation of purchase and sale agreement, environmental insurance coverage, voluntary cleanup plans, professional service and construction contracting, and infrastructure funding agreements; currently represent the master developer in completion of environmental cleanup, insurance administration, and property sales.

Mining Waste Related Issues, Park City, Utah

Represented a Utah municipality in negotiation of a settlement agreement and order on consent for engineering evaluation/cost analysis and removal action related to discharges from drainage infrastructure constructed within historical mine tailings; currently represent the client in implementation of the agreement and order and various cleanup and development-related matters associated with historical mining operations in and around the City.

Federal Center Station Neighborhood, Lakewood, Colorado

Represented the purchaser of the site with respect to environmental due diligence, insurance, and environmental risk management.

Lender Environmental Due Diligence for Acquisition and Construction Loan, Former ASARCO Smelter Site

Represented lender in reviewing environmental compliance and crafting terms suitable to acquisition and construction loan.

Lowry Range, Denver, Colorado

Represented the redeveloper of a site owned by the Colorado State Land Board encompassing a portion of the former Lowry Bombing Range and the former Lowry Training Annex in negotiating a remediation agreement with the Colorado State Land Board and a consent order with the Colorado Department of Public Health for management of unexploded ordnance and other environmental issues associated with redevelopment of the property.

Redevelopment of Former Fitzsimons Army Medical Center, Denver, Colorado

Represented master developer of biomedical science park in environmental due diligence for former facility transferred under federal BRAC program; scope of representation included negotiation of environmental provisions of acquisition and environmental cost sharing agreements, voluntary cleanup plan approval and implementation, negotiation of an environmental insurance policy, National Contingency Plan compliance, and contribution claim demands to reimburse costs of cleanup.

Environmental Due Diligence and Real Property and Asset Purchase and Sale Transactions

Routinely advise and represent real estate developers, lenders, and their legal counsel in conducting environmental due diligence, regulatory compliance and cleanup, and environmental risk management in real estate and various asset purchase and sale transactions.

Environmental Compliance and Cleanup

Routinely advise and represent clients with respect to regulatory requirements and in negotiating the terms of regulatory orders, agreements, and approvals for environmental cleanup.

Surface Use Agreements for Surface and Mineral Interest Owners

Routinely advise and represent surface developers and mineral interest owners in negotiation of surface use agreements and associated land use proceedings under the Colorado Surface Development Notification Act.

Construction Contracting

Routinely assist clients in negotiating, drafting, and administering construction contracts for a variety of residential, commercial and industrial facilities, and public infrastructure.

Publications

- Consequential Damages Provisions in Construction Contracts: Legal Issues, *Transportation Research Board*, December 2023.

- A Crash Course on Environmental Covenants on Real Property, *Colorado Real Estate Journal*, April 2021.
- What Municipalities Need to Know About PFAs in Drinking Water, *44 CML Newsletter 14 at 3*, July 2018.
- Lawyer to Owner: Issues in Construction Contracting, *Colorado Real Estate Journal*, June 2018.
- Reference Guide: Entities that Construct, Fund and Operate Selected Public Facilities and Projects in the Denver Metropolitan Area, *Kaplan Kirsch*, November 2014.
- Managing the Risks of Environmental Contamination in Redevelopment Projects, *1 NAIOP Colorado's Law Corner 4*, December 2013.
- Niobrara Shale Play Demands Strong Surface Use Agreement, *The Colorado Real Estate Journal*, July/August 2011.
- First Federal Court Interpretation of "Affiliation" Under CERCLA's BFPP Defense, *The Colorado Lawyer*, May 2011.
- Mixing Surface Development with Oil and Gas Operations—Part II, *34 The Colorado Lawyer 6*, June 2005.
- Mixing Surface Development with Oil and Gas Operations—Part I, *34 The Colorado Lawyer 5*, May 2005.
- Surface Developers Must Plan, *The Colorado Real Estate Journal*, March–April 2005.
- Managing the Risks of Environmental Contamination in Redevelopment Projects, *The Metropolitan Corporate Counsel*, April 2002.

Presentations

- WLI Leadership Connections with Polly Jessen, *ULI Colorado*, January 2024.
- Brownfield Redevelopment: Addressing Environmental and Other Issues in Urban Redevelopment, *26th Annual Colorado Land Use Law Conference*, December 2022.
- Environmental Indemnity in Real Estate Transactions: Allocating Risks of Potential Liability and Cleanup Costs, *Strafford Publications Webinar*, August 2021.
- Airport PFAS Management Planning for Operations and Future Development, *AAAE PFAS Workshop*, April 2021.
- Top 10 Things a Lawyer Wants to Tell a New Construction Project Manager, *University of Denver Daniels College of Business: Franklin L. Burns School of Real Estate and Construction Management*, November 2018, 2020.
- Environmental Indemnity in Real Estate Transactions: Allocating Risks of Potential Liability and Cleanup Costs, *Strafford Publications Webinar*, August 2020.
- How Are Women Managing in a Virtual World?, *Women@Langan*, June 2020.
- Buying and Selling Contaminated Residential Property, *CBA Real Estate Fall Update*, October 2019.

- Construction and Professional Service Contracts for AIP-Funded Projects, *35th Annual Airport Law Workshop*, October 2019.
- Mitigating Environmental Liability from Construction Debris and Contaminated Soil, *Strafford Publications Webinar*, February 2019.
- Environmental Issues in Real Estate Transactions, *Rocky Mountain Land Use Institute Conference*, March 2018.
- CDPHE's Low-threat Groundwater Policy, *Kaplan Kirsch*, October 2017.
- Sticky Wickets in Brownfields Development, *Colorado Bar Association Real Estate Spring Update*, March 2017.
- Brownfields, Breweries, and Redevelopment in the Mile-High City and Beyond, *ABA Fall Conference*, October 2016.
- Financing Forum—Private Equity and Other Sources of Financial Resources for Brownfield Redevelopment, *Colorado Brownfields Conference*, August 2016.
- Permitting Risks and Wind Farm Development – Aviation, Brownfields, and Mineral Conflicts, *Electric Utility Consultants, Inc.: Wind Project Development & Acquisition Due Diligence*, January 2016.
- Stapleton Graduates from Flight School: Development Structures, Issues, and Viewpoints, *33rd Annual Colorado Bar Association Real Estate Symposium*, July 2015.
- Environmental Concerns in Commercial Real Estate Transactions: What Could Go Wrong?, *Colorado Bar Association Real Estate Spring Update*, March 2015.
- The Colorado Department of Public Health and Environment's Revised Asbestos-in-Soils Regulations and the Colorado Brownfields Tax Credit, *Boulder County Bar Association*, January 2015.
- The Colorado Department of Public Health and Environment's Revised Asbestos-in-Soils Regulations and the Colorado Brownfields Tax Credit, *Kaplan Kirsch Legal Seminar Series*, January 2015.
- Renewable Energy Development, Including on Brownfield Properties, *Annual National CLE Conference*, January 2015.
- Environmental Concerns and Remedies – Frac Law: From Land Contract Negotiations to Environmental Disputes, *National Business Institute*, September 2014.
- Surface Use Agreements – Negotiating Oil and Gas Agreements in Colorado, *National Business Institute*, November 2013.
- Mini-Workshop: Construction Contracting, *29th Annual AAAE Basics of Airport Law Workshop and Legal Update*, November 2013.
- Siting Renewable Energy: Land Use & Environmental Due Diligence, *Rocky Mountain Land Use Institute Conference*, March 2013.

- Buying and Selling Contaminated Property – The Legal Framework, *30th Annual Colorado Bar Association Real Estate Symposium*, October 2012.
- Construction Contracting, *28th Annual AAE Basics of Airport Law Workshop and Legal Update*, October 2012.
- The Conservation Easement Framework: Surface Use Agreements & Industry Best Practices, *6th Annual CLE Conservation Easements Conference*, August 2012.
- Mitigating Oil and Gas Impacts on Urban and Rural Landscapes; Local Government Regulation and Private Surface Use Agreements, *Rocky Mountain Land Use Institute Conference*, March 2012.
- Differentiating Between Local Government Zoning Laws – Hydraulic Fracturing: Regulatory Perspectives and Achieving More ROI, *Electric Utility Consultants, Inc. Conference*, February 2012.
- The Legal Nuts and Bolts of Buying and Redeveloping Contaminated Real Estate, *Annual National CLE Conference*, January 2012.
- Comments on Xcel Energy’s Proposed 'Environmental Tariff', *Colorado Brownfields Association*, December 2011.
- Anatomy of a Redevelopment, *Kaplan Kirsch*, December 2010.
- Brownfield Legislation: Where Is It Going and How Will It Affect You?, *National Brownfields Association Conference*, October 2007.
- Eight (Not-so) Simple Steps to Redevelopment of "Special Needs" Properties, *Hampton Roads Association for Commercial Real Estate*, August 2007.
- The Redevelopment of Stapleton Airport, *Fall Joint CLE Meeting*, October 2006.
- What Real Estate Practitioners Need to Know About the New Colorado Asbestos Regulations, *Colorado Bar Association CLE*, September 2006.
- Mixing Surface Development with Oil and Gas Operations, *24th Annual Colorado Bar Association Real Estate Symposium*, July 2006.
- Taking Off with Community Vision, *National Brownfields Association Conference*, November 2005.
- The Challenges of Airfield Conversions: Lessons Learned, *NAID, An Association of Defense Communities, Annual Conference*, August 2004.



Partner

- 📍 Denver, CO
- ☎ 303.825.7000
- ✉ kcrawford@kaplankirsch.com

Education

- J.D., University of Denver, College of Law, 1999
- B.A., DePauw University, 1993

Bar & Court Admissions

- Colorado

Organizations

- Rocky Mountain Land Use Institute, Advisory Board Member
- Colorado Association of Ski Towns
 - Workforce Housing Task Force
 - Chair, Landlord Tenant Committee
- Colorado Municipal League, Policy Committee

Kirsten J. Crawford

Kirsten Crawford is an experienced real estate and land use attorney with extensive experience in navigating complex land use entitlement and approval processes. She brings a unique perspective from representing both private sector and municipal clients in these matters. She has successfully guided stakeholders through significant public-private partnerships, and large-scale mixed use developments.

Her prior roles include Principal Attorney at Crawford Law LLC, Town Attorney for Breckenridge, and held two positions with the City and County of Denver as both Legislative Counsel for the Denver City Council, and Staff Attorney for the Denver International Airport.

Representative Experience

Prior to Joining the Firm

- While serving as Breckenridge Town Attorney, Kirsten negotiated and drafted a wide array of land use entitlement legal instruments, including annexation, zoning, and real estate agreements for Breckenridge’s largest mixed-use development that included a 36-room hotel, single and multi-family residential development, and rental restricted workforce and affordable housing units.
- As Legislative Counsel for the Denver City Council, Kirsten served as a top leader in the City Attorney’s Office overseeing legal advice on high-level policy matters for the City and County of Denver. Kirsten has developed exceptional legal draftsmanship having lead efforts for complex regulatory frameworks, and formal legal opinions to decide important issues of law. Kirsten’s unique responsibilities included serving as impartial legal advisor to the Denver County Court, overseeing review and comment hearings on citizen initiatives, providing new board member training and orientation for over 130 of Denver’s boards and commissions, and overseeing Denver’s legal analysis of state bills introduced at the Colorado General Assembly.
- Advised the City and County of Denver on complying with election laws and rules for referring measures to the ballot such as drafting ballot titles in compliance with single subject rules, strategy for crafting ballot questions, and deadlines for adoption of ordinances to meet ballot production.
- Negotiated agreements for innovative public/private venture involving land contribution from county and modular units from private partner, with expedited approval process leading to development of 60-unit workforce housing project that has garnered state and national recognition.

- Served in leadership roles for diversity and inclusiveness boards and initiatives; legal education and mentorship programs; and initiatives for cross departmental collaboration.
- Negotiated and drafted agreements and legal transactions including acquisition and disposition of real property, purchase and sale agreements, leases, licenses, easements, restrictive covenants, deeds of trust, promissory notes, appreciation limiting notes, and agreements for design, construction, and professional services.
- Implemented innovative legal frameworks, setting a precedent for efficient municipal operations and governance, and administrative compliance program leading to dramatic increase in regulatory compliance.
- Advised elected/appointed municipal officials and employees on federal, state, and municipal laws, including home rule charter interpretation, land use, rezoning, development, municipal finance, open meetings, open records, collective bargaining.
- Negotiated and drafted capital construction and professional services contracts for major infrastructure projects, including federally funded projects.

Publications

- The Deliberative Process Privilege, *IADC Defense Journal*, Co-authors, Cathy Havener Greer and Kirsten J. Crawford.
- Representing the Individual Government Official, *Civil Rights and Governmental Tort Liability Seminar Materials*, Defense Research Institute.

Presentations

- Workforce Housing: Income Restricted, Affordable, Attainable Housing, *Colorado Municipal League*, Fall 2022.
- Elected Officials and Anti-Discrimination and Harassment Policies, *Colorado Municipal League*, Fall 2019.
- Commercial Development on Airport Property, *Transportation Research Board Annual Conference*, Winter 2017.
- Elected Officials and Personnel Matters, *Colorado Municipal League*, Summer 2012.



Partner

- 📍 Denver, CO
- 📞 303.825.7000
- ✉️ jputnam@kaplankirsch.com

Education and Clerkships

- J.D., with honors, University of Chicago
- Law Clerk, Judge David M. Ebel, U.S. 10th Circuit Court of Appeals
- B.A., *summa cum laude*, Williams College

Bar & Court Admissions

- Colorado
- Many Federal Appeals and District Courts

Honors

- General Counsel for the U.S. Department of Transportation (Senate Confirmed)

Organizations

- Member, Front Range Passenger Rail District (2023-Present)
- Member, Colorado Rail Safety Industry Advisory Committee (2024-Present)
- Member, Colorado Oil and Gas Conservation Commission (2019-2021)
- Founder and Chairman, Partners for Rural Improvement and Development in Ethiopia (2005-2021)
- Founder and Vice President, Team Colorado Whitewater Racing Club (2011-2021)
- Chairman and Member, Regional Air Quality Control Commission
- Airports Council International – North America Environmental Affairs Committee
- City of Boulder Planning Board (2014-2018)

John E. Putnam

John E. Putnam is a seasoned attorney and policymaker with extensive experience in transportation, environmental, and energy law. Over his career, he has represented or led in federal agencies as the General Counsel for the United States Department of Transportation, state departments of transportation, local governments, transportation agencies, and private entities across the country. His practice has focused on navigating complex federal and state regulations to deliver innovative solutions for infrastructure, sustainability and safety challenges. Known for his strategic counsel, John has played a pivotal role in advancing policies and projects that balance development, environmental stewardship, and community needs, including implementation of the Federal Infrastructure Investment and Jobs Act of 2021 (also known as the Bipartisan Infrastructure Law) and Colorado’s Greenhouse Gas Reduction Roadmap.

Prior to rejoining the firm, John was a Senior Advisor at the Colorado Department of Transportation from 2023-2025, where he advised the Executive Director and Governor on rail and transit issues and served as the Governor’s Chief Negotiator for the renewal of the 99-year Lease of the Moffat Tunnel under the Continental Divide. The Governor appointed John to be a member of the Front Range Passenger Rail District Board and Colorado Rail safety Industry Advisory Committee.

John was confirmed by the U.S. Senate as General Counsel of the U.S. Department of Transportation in May 2022, after serving as Deputy General Counsel since January 2021. In his role, he collaborated with the Department’s senior leadership and oversaw a legal team of nearly 500 attorneys, addressing complex legal and policy issues across all operating administrations within the Department. The scope of his legal work and program oversight included implementation of the IIJA (also known as BIL), rulemaking, grant and loan programs, operations, enforcement, permitting, environmental, civil rights, consumer protection, accessibility and other issues affecting all modes of transportation.

John has also served as Director of Environmental Programs at the Colorado Department of Public Health and Environment (CDPHE). In this capacity, he oversaw divisions responsible for air quality, water resources, waste management, and environmental health and sustainability.

Before his state and federal service, John built a distinguished career as a transportation, environment, and energy attorney in Denver and Washington, D.C. He has advised state departments of transportation, local governments, transportation agencies, airport proprietors, and private entities nationwide.

John's leadership extends beyond traditional counseling roles. He has chaired and served on numerous boards and councils, including the Regional Air Quality Council, Boulder Planning Board, and Boulder Board of Open Space Trustees. He has also contributed as an expert consultant and committee member for organizations such as the U.S. Government Accountability Office, the Transportation Research Board, the National Academies, and Airports Council International – North America.

Representative Experience

Previous U.S. Department of Transportation Experience

- Legal advisor to the U.S. Secretary of Transportation and Chief Legal Officer
- Oversaw all legal work for the Department of Transportation and acted as final authority within the Department on questions of law
- Acted as chief regulatory official at the Department, responsible for overseeing and helping implement over 300 regulations on the Department's regulatory agenda. This included critical rulemakings on:
 - Automated vehicles
 - Powered lift and eVTOLs
 - Corporate Average Fuel Economy Standards
 - Aviation consumer protection and rights for disabled passengers
 - Aviation, rail, pipeline and commercial vehicle safety
 - Electric Vehicle Charging
 - Automatic emergency braking
 - Build America, Buy America Act
 - Pipeline Safety and Emissions
- Supported passage and implementation of the Infrastructure Investment and Jobs Act, including development of new discretionary grant programs and regulatory directions
- Oversaw development and release of all notices of funding opportunity, program guidance and award packages under the IIJA
- Was a member of the Senior Review Team for multiple USDOT discretionary grant programs, including RAISE, MEGA, INFRA, and RURAL
- Coordinated with DOT and other federal agencies to enhance project delivery and improve NEPA and other permitting processes
- Coordinated with DOT and FAA team on the Reauthorization of FAA
- Oversaw Office of Aviation Consumer Protection in the Office of the General Counsel, including initiatives to enhance consumer protection and civil rights
- Oversaw legal enforcement efforts at USDOT and released new enforcement strategy; involved in major enforcement matter initiation and settlement
- Oversaw DOT litigation, including recommendations on positions to be taken at the United States Supreme Court

- Oversaw DOT involvement with other agencies and tribunals such as the Surface Transportation Board and the Federal Communications Commission, for example in matters relating to Gulf Coast passenger rail service, 5G impacts on avionics, and frequency allocation for transportation purposes
- Oversaw legal efforts related to DOT oversight by Congress, Inspector General and General Accountability Office
- Oversaw and led efforts to develop and implement strategies to enhance competition in transportation, especially for aviation
- Oversaw legal efforts associated with tribal transportation, including Tribal Transportation Self Governance Program
- Oversaw MARAD legal issues associated with the United States Merchant Marine Academy
- Strategic advisor on the most important projects, emergencies and disputes in front of the Department, including the Hudson River Tunnels, East Palestine rail disaster and rail safety initiatives, road user safety, Colonial Pipeline cyberattack, supply chain initiatives, COVID-19 response, major industry mergers, 5G impacts to radio altimeters, airline delay and system congestion, major highway and transit projects, and aircraft certification reform

Previous State of Colorado Experience

- As Governor's lead negotiator for the Moffat Tunnel, along with a State team, negotiated with Union Pacific for a 25-year modernized lease for the Moffat Tunnel in exchange for 25 years of passenger rail access
- Negotiated for the purchase of the Burnham Lead Line in Denver Colorado to support redevelopment of the Burnham Yard
- Worked with State team to secure passage and implementation of two critical bills in 2024 Legislative Session to provide dedicated State funding for passenger rail and transit
- Worked with State team to negotiate and implement Colorado rail safety legislation that included Colorado's inclusion in the FRA State rail safety inspection program
- Worked with State team to secure passage and implementation of innovative tax credit legislation to support rail-freight business expansion and rail operations and maintenance spending in energy transition communities at risk of losing rail service
- Advised on planning, financing, procurement, environmental and regulatory issues for Mountain Rail and Front Range Passenger Rail
- Co-led development of the State's Greenhouse Reduction Roadmap to reduce State GHG emissions by 50 percent by 2030 and 90 percent by 2050
- Oversaw staff efforts to propose and implement numerous air, water, and hazardous materials regulations, including leading regulations on oil and gas operations, motor vehicles, and point sources
- As Commissioner, overhauled and reformed the Colorado Oil and Gas Conservation Commission regulations to implement Colorado SB 19-181
- Worked with State team to secure passage and implement legislation to increase resources for state air quality permitting and enforcement, along with the development of an Enterprise to support higher quality air quality data
- Led efforts to enhance State's ability to address air toxics concerns
- Led development and implementation of the State's PFAS response and regulatory strategy

- Oversaw development and implementation of new enforcement strategies
- Worked with other State agencies to negotiate plans for major reductions in utility GHG and other emissions, including phase out of all coal generation
- Oversaw complex specific environmental matters for the State, including the Rocky Flats nuclear weapons plant, Suncor refinery, ozone, air toxics from oil and gas operations, cleanup from Gold King mine disaster, U.S. Army Pueblo Chemical Weapons Depot cleanup, Rocky Mountain Arsenal cleanup, and legacy uranium and hard rock mining sites

Previous Airport Projects

- Represented large and small airports, including the City of Los Angeles (LAX), the City of Chicago, Maryland Airport Administration, and the City of Philadelphia, in efforts to secure approvals and defend airport development projects
- Counseled airports on the full range of federal transportation and environmental laws
- Represented airports and public entities across the country regarding FAA airspace changes
- Represented airport sponsors in administrative and judicial litigation regarding compliance with federal grant and other regulatory requirements
- Represented City of Phoenix in successful litigation and post-litigation settlement regarding FAA flight route changes
- Represented coalition of airports in litigation to reverse FAA decision to close control towers
- Represented the City of Minneapolis in litigation against the Minneapolis-St. Paul Airport that resulted in a settlement that provided noise insulation to almost 10,000 homes
- Represented hub airport in successful litigation against the Federal Aviation Administration for failing to protect airport airspace from a proposed wind project
- Represented hub airport against a nationally prominent wealthy landowner in litigation for noise and overflights of a historic property in Florida
- Represented the City and County of Denver, City and County of San Francisco, and the City of Los Angeles in defense of False Claims Act actions regarding alleged noncompliance with Clean Air Act

Previous Transit and Highway Projects

- Represented state of Colorado in P3 procurement of major highway improvements
- Represented transit providers in environmental processes regarding proposed transit improvements
- Representing Colorado local governments in efforts to promote proposed local highways and avoid incompatible highway proposals
- Successfully resolved litigation against large P3 highway project in Colorado
- Represented private entity in securing approval for a major public-private partnership for an interstate highway in Colorado
- Represented public and private entities in efforts to secure highway and transit connections to airports, infill development, and other projects

Previous Environment, Air, and Water Projects

- Represented cities in clean air rulemaking and compliance issues across the country

- Represented a national foundation in efforts to promote alternative fuel use and infrastructure
- Represented a Colorado municipal entity in NEPA and Clean Water Act processes regarding the development of new water infrastructure
- Represented Utah municipality regarding drinking water infrastructure permitting and compliance
- Represented local governments and NGOs in clean vehicle rulemakings
- Represented an authority in rezoning of former urban military base to enable infill reuse of property
- Secured settlement to eliminate conditional water rights on the Crystal River in Pitkin County, Colorado, that threatened client interests
- Secured injunctions against construction of high-definition television towers on behalf of a Colorado municipality
- Represented public and private entities in Clean Air Act compliance and enforcement matters

Previous Electricity and Energy Projects

- Represented solar industry trade association in Colorado PUC dockets and settlements regarding net metering and solar policy issues
- Represented large electric customer in dispute with utility regarding inadequate service
- Represented power generators, fuel providers, motor vehicle manufacturers, and non-governmental organizations in Clean Air Act regulatory matters
- Represented independent power producer in Colorado Public Utilities Commission dockets to renew expiring power purchase agreements for gas-fired assets, including electric resource planning and Colorado Clean Air-Clean Jobs Act dockets
- Represented independent power producers in PUC litigation to retire coal-fired facilities in the Denver Metropolitan Area to provide opportunities for IPP assets
- Represented major demand side management provider in DSM dockets
- Represented brownfield development interests in successful PUC litigation to strike environmental tariffs that would have burdened infill development
- Represented wind IPPs in PUC dockets regarding power purchase agreement awards
- Represented municipality in disputes regarding proposed transmission line upgrades
- Represented local government in dispute regarding feasibility of using of conditional water rights hydroelectric purposes
- Represented local government developing land use ordinances relating to energy projects
- Represented parties in due diligence regarding energy generation asset transactions

Publications

- *Airport Law Desk Reference* (annual editions), 2005–Present
- What Municipalities Need to Know About PFAs in Drinking Water, July 6, 2018
- The View from the Ground: Airport and Community Perspectives on ATC Reform, August 2017
- Evaluating Airport P3 Projects: An Introduction for Airport Lawyers, May 2017

- The FAA's New Small UAS Rule: What Airport Sponsors and Local Governments Need to Know, June 23, 2016
- Aviation Fuel Tax Obligations for Local Governments, October 1, 2015
- ITC Phase Down Creates Near-Term Solar Opportunities for Airport Owners, December 10, 2014
- Constitutional Challenges And RPS Programs: What to Expect, July 2014
- Energy Law Alert No. 1, June 2014
- Focus on Implementation of Ozone Standard, February 28, 2012
- "Climate Change and Adaptation" and "Environmental Review Process", March 2011
- ACRP Legal Research Digest 7: Airport Governance and Ownership, September 28, 2009
- Critical Issues in Aviation and the Environment, September 2009
- The American Clean Energy and Security Act of 2009: How Would the Bill Passed by the House Affect the Aviation Industry?, July.15, 2009
- The Law of Aviation-Related Climate Change: The Airport Proprietor's Role in Reducing Greenhouse Gas Emissions, October–December 2007
- Introduction to Airport Air Quality Law, 2005
- Environmental Process, August 2004

Presentations

- Clean Energy Transition Under a Trump Administration, Energy Bar Association, Rocky Mountain Chapter, January 2025
- Passenger Rail in the Post-Chevron Era, 2024 Passenger Rail Law Workshop, November 2024.
- What's in Store From the Next Administration, 2024 Passenger Rail Law Workshop, November 2024.
- Federal Financing Opportunities, Colorado Association of Ski Towns Housing Task Force, Fall 2024.
- Keynote Address, TRB Transportation Symposium on Environment, Energy and Livable Communities, August 2024.
- Transportation Competition Updates, Association of Transportation Law Professionals, June 2024.
- State DOT Implementation of Federal Policy Objectives, 2023 Passenger Rail Law Workshop, November 2023/FAA Update, American Association of Airport Executives Airport Law Workshop, October 2023.
- IIJA Funding Opportunities, Commuting Solutions Sustainable Transportation Summit, August 2023
- Commencement Speaker, United States Merchant Marine Academy, June 2023.
- Regulating Emerging Technologies: Keeping Pace with a Fast-Paced World, ABA Administrative Law Conference, December 2022.
- Update on Administration Policies and Rulemakings and General Counsels' Forum, ABA Air and Space Law Forum, September 2022.
- Legal Updates and Perspectives from USDOT Senior Legal Officers, TRB Annual Workshop on Transportation Law, July 2022.
- USDOT Updates, Aviation Consumer Protection Advisory Committee, June 2022.

- USDOT and FAA Updates with FAA Chief Counsel Marc Nichols, Airports Council International — NA Legal Workshop, May 2022.
- Keynote with US EPA General Counsel Jeffery Prieto, ABA Section on Environment, Energy and Resources Spring Conference, April 2022.
- Update, ABA Air and Space Law Forum, September 2021.
- Meet John Putnam, DOT Acting General Counsel, Transportation and Transportation Security Law Section of the Federal Bar Association, July 2021.
- Colorado’s Approach to Addressing PFAS Contamination, Air and Water Management Association Rocky Mountain Section, July 2020.
- Colorado Ozone Control Efforts, Boulder Public Health Air Quality Conference, January 2020.
- Colorado’s Methane Control and Mitigation Efforts, China Methane Control Conference, Beijing China, January 2020.
- PFAS Contamination and Regulation, AAAE Airport Law Workshop, October 2019.
- Seminar, Regulations, Policy and the Energy Transition, Colorado School of Mines Paine Institute, September 2019.



Partner

-  Denver, CO
-  303.825.7000 | 303.885.4042
-  skaplan@kaplankirsch.com

Education

- J.D., Harvard Law School, 1973
- A.B., *cum laude*, Harvard College, 1969

Bar & Court Admissions

- Colorado
- Oklahoma

Resources

- P3 Airport Projects: An Introduction for Airport Lawyers (Second Edition)
- P3 Airport Projects: An Introduction for Airport Lawyers

Professional Activities & Awards

- Board of Directors and former President, Colorado I Have a Dream Foundation
- *Best Lawyers*® Land Use & Zoning “Lawyer of the Year” award for Denver (2017, 2019, 2021, 2024, 2025)
- Member, Transportation and Mobility Committee - Denver GO Bonds (2017)
- 5280’s Top Lawyer for Government Relations/Contracts/Lobbying Law (2015–2017, 2019)
- *Best Lawyers in America*® for Land Use & Zoning Law; Real Estate Law (2007–2014, 2017–Present)
- *Super Lawyers*® for Land Use/Zoning Law; Real Estate Law; Transportation/Maritime Law (2006–2019)
- Co-Chair, Denver Zoning Code Task Force (2006–2011)
- *Chambers USA*, Colorado, Real Estate: Zoning/Land Use – Band 1 (2005 – Present)
- Denver Public Schools Citizens’ Bond Committee (2003)

Stephen H. Kaplan

Throughout his professional career, Steve Kaplan has participated in the negotiation of complicated public-private partnerships from several different perspectives: as a client, as counsel to a municipality, and as a representative of the United States government. Steve specifically focuses on public-private partnerships in the redevelopment of publicly owned property and the structuring of such redevelopment projects involving public financing for infrastructure. He also is actively working on major public-private development projects, and with airports interested in airport-related commercial development, both on- and off-airport.

Steve was the General Counsel of the United States Department of Transportation from 1993 through 1995, with responsibility for advising and representing the Department and its various agencies, including—among others— the Federal Railroad Administration, the Federal Transit Administration, the Federal Highway Administration, and the Federal Aviation Administration.

Steve also served for seven years as the City Attorney of Denver, Colorado. He was actively involved in negotiations which led to the development of the Denver International Airport, the Colorado Convention Center, and the governance structure and financing for Denver’s Major League Baseball stadium.

Representative Experience

- Represents the master developer of the redevelopment of the 3,000 acre former Stapleton International Airport (now Central Park), with over \$650 million of public financed infrastructure, utilizing tax increment financing and special districts. This project has been ongoing for over twenty years, and has included Federal regulatory issues, infrastructure financing, brownfields environmental issues, land use and real estate matters.
- Represents the Front Range Passenger Rail District created to govern, build, and operate passenger rail along the Front Range in Colorado.

- Vice Chair, National Civil Aviation Review Commission (Mineta Commission) (1997)
- Airports Council International Award for Outstanding Leadership (1996)
- FAA Award for Extraordinary Achievement (1995)
- Board Member, Conservation Colorado
- Board of Directors, Children’s Museum
- Board Member, Denver Zoo
- Denver Union Station Project Authority Board
- Member, Mayor’s Development Advisory Group
- Former Member, SafeHouse Denver
- Represented the Regional Transportation District on the procurement and implementation of the Eagle P3 rail line to Denver International Airport.
- Represented the master developer of the Denver Union Station 19.5 acre site, which included a dozen various funding sources to put the transit/rail station infrastructure in place.
- Represents the Town of Islip on Long Island on the redevelopment of Airport land for a life sciences center, convention center, hotel, and new terminal near the Long Island Railroad Ronkonkoma Station. These multi-billion dollar intermodal projects will be transformational for Long Island.
- Represented the Colorado Department of Transportation in the procurement of an availability payment P3 project for the Central 70 highway project, NEPA, and ongoing matters including claims resolution.
- Represents the Denver Convention Center Hotel Authority in the planning, development and financing of this 1,100 room hotel, and its ongoing operation.
- Represented Denver International Airport in the public-private partnership developing the area adjacent to the 61st and Pena rail station.
- Represents the City and County of Denver on the Framework Agreement among Denver, Colorado State University and the Western Stock Show Association for the governance and operation of the National Western Complex, as well as in the development of the Stock Show.
- Represented developers on the redevelopment of Alameda Station and Broadway Station.
- Served as strategic advisor and counsel to several private and public entities on transportation and infrastructure projects including transit-oriented developments and highway matters; representing airports on matters ranging from airport revenue diversion and privatization issues to P3 terminal projects and commercial development both on and off-airport



Associate

-  Denver, CO
-  303.825.6391
-  dsung@kaplankirsch.com

Education

- J.D., University of Colorado Law School, 2018
- B.A., University of California Irvine, 2012

Bar & Court Admissions

- Colorado

Professional Activities & Awards

- Member, Colorado Bar Association, Real Estate Law Section
- Member, Denver Bar Association
- Lead Production Editor, Colorado Technology Law Journal (2017-2018)
- Recipient, Silicon Flatirons Award

Diane Sung

Diane Sung's practice focuses on real estate and land use issues. Diane advises and represents clients on a variety of commercial real estate and land use matters associated with a range of projects, including residential, commercial, mixed-use, infrastructure public-private partnerships, and renewable energy projects. Diane has represented clients through all phases of commercial real estate acquisition, sale, and development and has extensive experience with purchase and sale transactions, transactional drafting, and title and survey review.

Representative Experience

- Represented master developer in the redevelopment of the master planned mixed-use community
- Represented client developer in the purchase and redevelopment of commercial property
- Represented client developer in the development of vacant land to provide extensive title and survey review
- Represented client developer in the development of commercial property to help advise on land use matters
- Represented client in the purchase of commercial property to draft various access agreements

Publications

- Consequential Damages Provisions in Construction Contracts: Legal Issues, *Transportation Research Board*, December 2022.



Associate

-  Washington, DC
-  202.955.5600
-  vzhong@kaplankirsch.com

Education

- J.D., George Mason University, 2022
- M.A., Regional Planning, Cornell University, 2012
- B.S., Economics and Finance, Hong Kong University of Science & Technology, 2010

Bar & Court Admissions

- District of Columbia

Viktor Chuyuan Zhong

Viktor Zhong’s practice focuses on development and delivery of major infrastructure projects that involve multiple parties. He has experience advising public clients with procurement and contracting for professional services, construction, and operations and maintenance of infrastructure projects using various delivery methods, including design-build and public-private partnership (“P3” or “PPP”). He has developed a strong focus on public transit and passenger rail through his past work at a large infrastructure consulting firm prior to joining Kaplan Kirsch & Rockwell. He spent ten years advising public transit authorities and state and local governments in capital project development and delivery, governance and institutional design, funding and financing, and procurement and contracting.

Representative Experience

Chicago Red Line Extension, Chicago Transit Authority

Assists with the procurement of a design-builder for the mainline of the Chicago Red Line Extension project.

Professional Services Procurement, Front Range Passenger Rail District

Assists with procurement and contract document development for professional services required for passenger rail project planning and development.

LAX Consolidated Rental Car Facility O&M Phase Support, City of Los Angeles

Assists with contract document development for the operations and maintenance phase of the LAX Consolidated Rent-A-Car Facility P3 agreement

Prior to joining the firm (non-legal experience in infrastructure):

San Francisco Downtown Rail Extension, Transbay Joint Powers Authority

Assisted with the negotiation and development of term sheets for intergovernmental agreements for project development, design, construction, asset handover for revenue service, asset maintenance, and capital renewal.

Finch West LRT P3 Project Management and Contract Administration, Metrolinx and Infrastructure Ontario

Provided project management and contract administration services for the design and construction phase of the P3 light rail project.

Professional Services Contract Documents Standardization, DC Water

Assisted with the revamp and reorganization of DC Water’s standard professional service contract documents for design service, construction management, and program management, including task order agreements, and developed a new process for using the new standard documents.

Valley Rail Project Planning and Development, Altamont Corridor Express

Provided continuous project development and funding assistance for ACE’s capital expansion project Valley Rail, including support for grant applications and development and continuous update of an agency-wide 20-year financial plan.

Regional Transit Governance, Multiple Clients

Advised local and regional governments in developing inter-jurisdictional governance structure for public transit services, including formation of new regional transit authorities. Specific tasks include identifying statutory options for regional governance; analyzing potential financial impacts; planning asset transfer and operations transition; drafting intergovernmental agreement for governance structure, financial commitment, asset ownership and responsibilities, and other provisions that would lead to formal agreements and resolutions. Effort has led to the formation of a regional public transportation authority in Arizona and a regional transit commission in Alberta.

Presentations

- Progressive Project Delivery: Everything You Need to Know But Didn’t Want to Ask, *2024 Passenger Rail Law Workshop*, November 2024.

Examples of RTA Public Outreach Materials:

- Examples from the Eagle Valley Transportation Authority formation process
 - Communitywide update mailer
 - Handout post-election as the RTA was being established
 - Developed by WR Communications

- Examples from Roaring Fork Transportation Authority
 - Handout explaining the RFTA2040 process
 - Communitywide update mailer
 - 7A election messaging handout
 - Developed by WR Communications

- Example from 2024 Yampa Valley RTA Formation Project
 - Developed by Fehr & Peers



COMMUNITY UPDATE

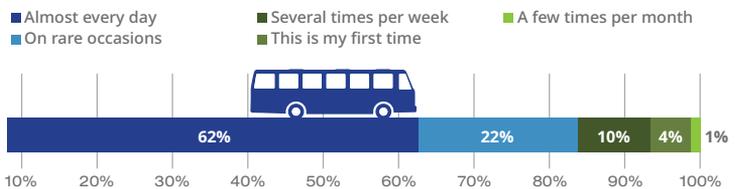


Photo: Eagle County Government

Who rides the bus?

ECO Transit conducted a ridership survey in 2017 to better understand who the system's riders are and why they utilize the bus. These graphics show information about winter ridership, demonstrating the importance of transit to the county's workforce. ■

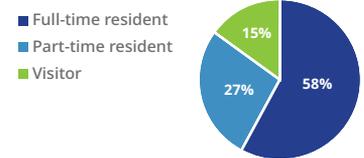
Frequency of Use by Riders



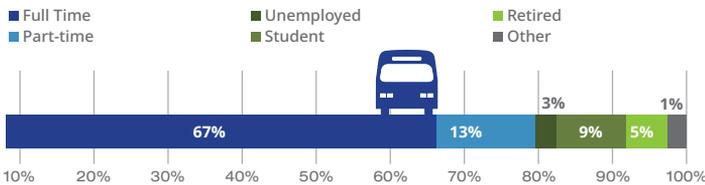
Household income of Riders



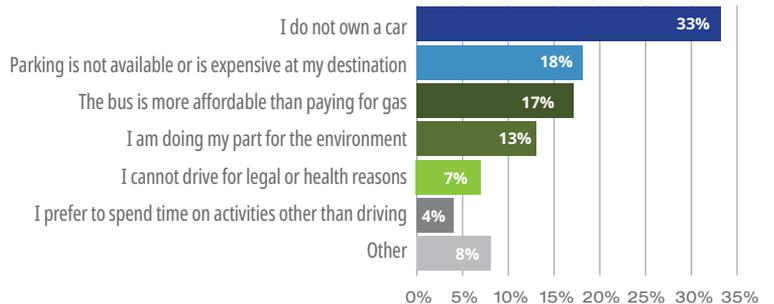
Status of Riders



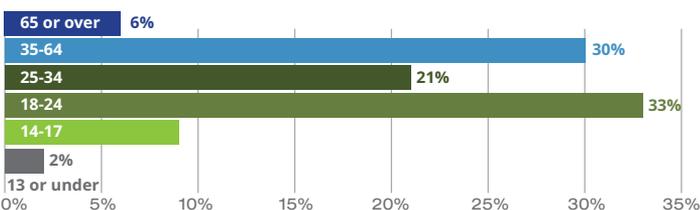
Employment Status of Riders



Rider Reasons for Using Transit



Age of Riders



Visit eaglecountyrta.org/survey to complete a Community Opinion Survey

en español: eaglecountyrta.org/espanol

REGIONAL TRANSPORTATION PARTNERSHIP:

Creating a comprehensive year-round system requires valley-wide collaboration and cooperation. Over the past year, Eagle County; the towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail; and Beaver Creek Metro District — along with local employers, nonprofit organizations and community partners — have been working to address regional transportation planning through the creation of an Eagle Valley Regional Transportation Authority (RTA).

RTAs are governed by elected officials representing each member community and follow the same open meeting and fiscal accountability laws as other Colorado governments. RTA creation must be approved by voters, so that local residents have a say in how an RTA will operate and what services it will provide.

An RTA is a public entity that allows two or more local governments to work together to improve regional transportation.



Local transit options in Vail and Avon work well within these towns but getting between communities and from one end of the valley to the other could be easier and more efficient. Colorado mountain communities similar to ours have RTAs that address regional needs, like the Roaring Fork Transportation Authority (RFTA) and San Miguel Authority for Regional Transportation (SMART). These voter-approved authorities provide additional transit options to get residents to work, school and recreational activities while reducing traffic, parking demands and emissions from cars. ■

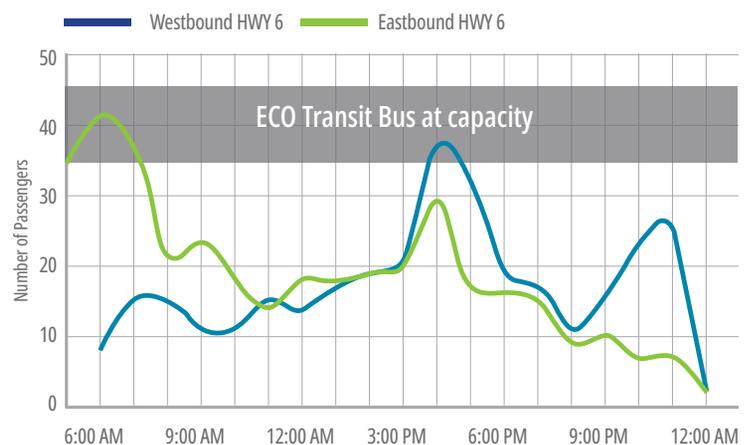
EAGLE VALLEY RTA SERVICE GOALS:

The Eagle Valley RTA's goals are focused on improving transit options to help get workers to their jobs, seniors to medical appointments and shopping, and kids to school and recreational activities. Expanded transit services in resort areas can reduce the number of visitors and tourists driving on our mountain roads. The partners working on this proposal understand that not everyone can take a bus to work or school, but many more residents across the valley could utilize transit if services improve — primarily by increasing off-season, weekend and after-hours bus service to better match transit needs.

Additional objectives include improving how riders access buses between communities, including park-n-rides, e-bikes, circulators and van pools. The RTA will work to accelerate conversion of ECO Transit's buses to low and zero emissions and improve efforts to attract lower-cost flights into Eagle County Airport.

Achieving these goals will help Eagle County be a thriving community for local families, workers and visitors. Improved transit services will reduce the need for cars, help with traffic and parking congestion, and improve air quality. ■

ECO Transit - Average Max Passenger Load by Time of Day (2021)



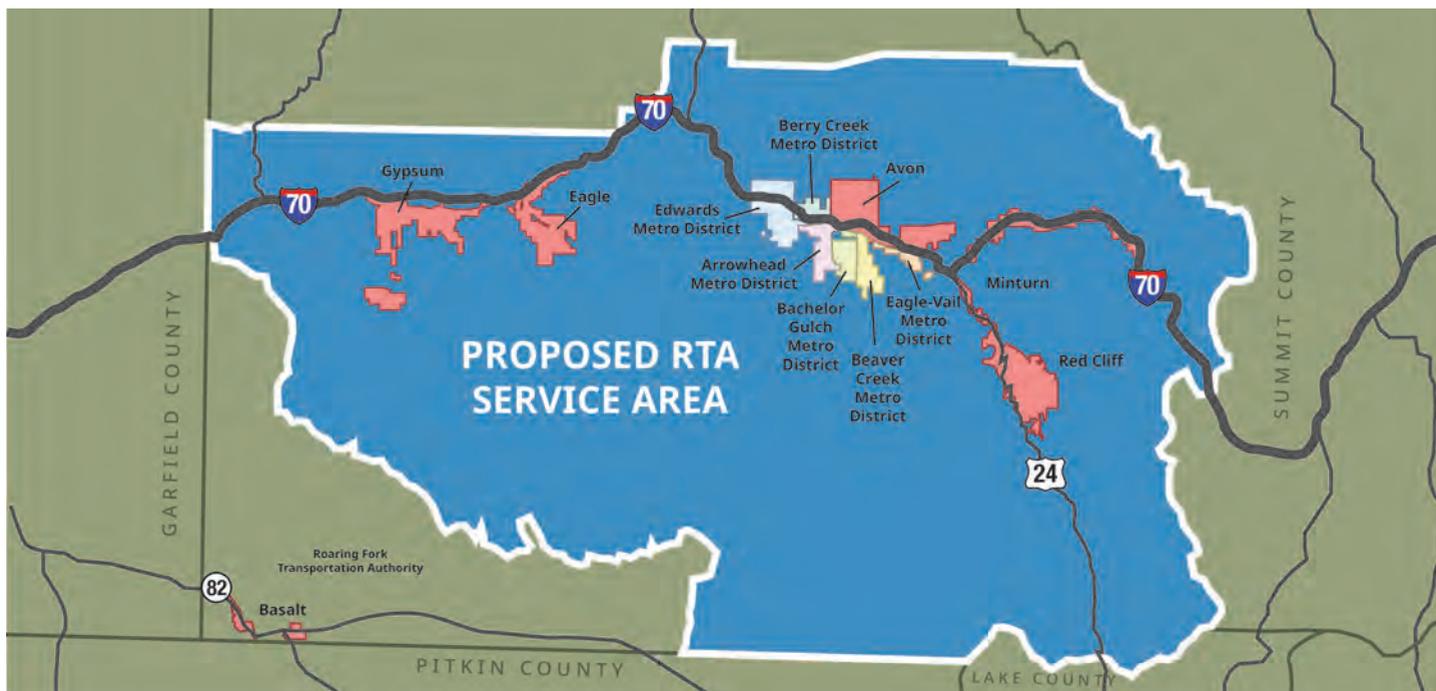
TRANSPORTATION PLANNING AND SERVICES:

Long-term, regional planning is one of the primary reasons that the local government, private sector and nonprofit partners are working to establish an RTA. An Eagle Valley RTA will give our region a greater voice at the state and national levels on transportation issues and better access to federal and CDOT funding and grants. As a truly regional body focused solely on providing the best possible transportation, an RTA will have more flexibility to address short-term transportation issues quickly and with a valley-wide approach. Developing a 20- to 30-year vision of regional transit needs will be one of the initial tasks after the final membership and service area are approved by voters.

The RTA's Technical Committee—a working group of local transportation experts as well as civic stakeholders—has developed short-term improvements that will be implemented if voters approve the RTA's creation and funding. A list of those proposed improvements is to the right. If established, the RTA will begin to rollout these services while planning for long-term improvements. ■

Proposed RTA service improvements include:

- Fare-free transit service to reduce traffic congestion and parking demands from Edwards to Vail, including Avon, Beaver Creek, Minturn and Eagle-Vail.
- Limited-stop express ECO Transit service at peak workforce commute hours.
- Improved transit facilities, including affordable workforce housing for transit employees.
- Eagle-Gypsum Circulator to better connect those communities and to access ECO Transit.
- Zero-emissions conversion of ECO Transit's Highway 6 bus service.
- Year-round, lower cost flight options for residents at Eagle County Airport.



We need your feedback

It's important to have as much feedback as possible to ensure this proposal meets the needs of community members. Please take a moment to complete a community feedback survey. Please visit eaglecountyrta.org or scan one of the QR codes to take a survey in English or Spanish.

English



Español



FUNDING OPTIONS:

In 1995, Eagle County voters approved a half-penny sales tax to fund transit and trails in the county. The tax funds both ECO Transit in the Eagle Valley and RFTA in the Roaring Fork Valley. It's estimated that about 50 percent of this tax is paid by tourists and visitors to Eagle County. For ECO Transit, fares and passes only account for about 20 percent of its operational budget; the remaining operational funds are provided by the voter-approved tax, as well as grants and some state funding.

If the RTA is approved, ECO Transit's services and operations would continue to be funded through the current sales tax.

Any additional funding approved by voters would be used to improve and enhance services provided by ECO Transit, including frequency and capacity improvements along the Highway 6 and Valley routes and related equipment and infrastructure.

The existing ECO Transit tax does not provide sufficient funding to significantly expand services above the current offerings. Any service improvements would require additional funding, primarily from a voter-approved tax.

The RTA's committee members are considering an additional half-penny sales tax to fund the short-term service improvements and long-term transportation planning efforts. They are also discussing a lodging tax on hotel rooms and short-term rentals to ensure that visitors to Eagle County help fund our regional transportation needs. Both taxes would have to be supported by the elected officials representing each community and then approved by voters. ■

1¢ for Regional Transportation

The RTA Formation Committee is considering asking voters to approve up to a 0.5 percent sale tax to fund the service improvements being discussed as part of the new RTA. Eagle County already collects a voter-approved 0.5 percent sales tax that funds both the ECO Transit system and the Eagle Valley Trail.

\$1 on a \$100 purchase

ECO Transit 0.5% Sales Tax:

- Voter approved in 1995
- \$10.7 million collected in 2021
- Helps fund ECO Transit & Eagle Valley Trail
- Year-round, Valley-wide bus service
- ADA transportation



Proposed Eagle Valley RTA 0.5% Sales Tax:

- Requires voter approval
- Estimated \$11.5 million annually to support transit*
- Fare-free zone from Edwards to Vail
- Increased frequency and capacity during peak times
- Eagle-Gypsum Circulator
- First/last mile options to access bus routes
- Conversion to electric buses

50% Paid by Eagle County Tourists & Visitors

* Based on 2011 estimated sales-tax collections.

The RTA exploration effort—a cooperative process with Eagle County; the towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail; and Beaver Creek Metro District—is led by two committees, representing the local communities and business community. A Stakeholder Committee is also providing input on behalf of communities, nonprofits and other organizations representing different facets of the Eagle Valley.

RTA FORMATION COMMITTEE

Jeanne McQueeney <i>Eagle County Commissioner</i>	Tom Edwards <i>Gypsum Mayor Pro Tem</i>	Barry Davis <i>Town of Vail</i>
Sarah Smith Hymes <i>Mayor of Avon</i>	Earle Bidez <i>Minturn Council</i>	Dave Eickholt <i>Beaver Creek Metro District</i>
Nick Sunday <i>Town of Eagle</i>	Dana Veljacic <i>Red Cliff Trustee</i>	

RTA TECHNICAL COMMITTEE

Tanya Allen <i>ECO Transit Director</i>	Clint Huber <i>Beaver Creek Resort Company</i>	Jim White <i>Town of Eagle</i>	Eva Wilson <i>Avon Mobility Director</i>
Paul Gorbold <i>Vail Resorts</i>	Melissa Matthews <i>Town of Red Cliff</i>	Jeremy Rietmann <i>Town of Gypsum</i>	
Greg Hall <i>Vail Public Works</i>	Michelle Metteer <i>Town of Minturn</i>	Chris Romer <i>Vail Valley Partnership</i>	
Eric Heil <i>Avon Town Manager</i>	Brian Nolan <i>Business Owner</i>	Bill Simmons <i>Beaver Creek Metro District</i>	

EAGLE COUNTY RTA FAQs:



Q: When will the election be held?

The RTA formation process is working toward an election in November 2022. The participants are developing an intergovernmental agreement that will guide the operations, governance and services of the RTA. Voters will be asked to approve the IGA and a possible funding question at the election.

Q: Why does an RTA need a tax increase?

Fares and passes actually represent a small — but important — portion of the budgets of transit systems. Tax revenue is essential to fund the majority of operations within a transit system to ensure consistent service levels. Currently, ECO Transit uses a voter-approved sales tax for its operations. The current ECO Transit sales tax funds existing service levels. Additional revenue would be needed to increase frequency and capacity on ECO Transit's routes, provide new services, and meet the facility, personnel, and equipment needs related to any significant expansion of service.

Q: What will happen to ECO Transit?

If the RTA is approved, ECO Transit's operations, services and funding will join the new RTA and become the core service platform for the RTA and its future enhancements. Current ECO Transit services and routes will be maintained using existing transit funding. Additional funding generated by the RTA would allow ECO Transit's services to expand.

Q: What happens if a community does not join the RTA?

The goal will be to improve service and transit options across the entire Eagle Valley. Communities that do not join the RTA would not be eligible to have a board seat. Current ECO Transit service, which is provided with the existing sales tax, will not be impacted if a community decides not to join the RTA.

Q: How will the RTA be governed?

Each community that has voted to join the RTA will have one representative on the board. The representative must be an elected official, appointed by that jurisdiction to serve on the RTA board.

Q: Can other communities join the RTA in the future?

Yes. RTAs are required to have procedures for new members to join and existing members to leave. New members would have to be accepted by the RTA board, receive approval from their voters and receive voter approval for a tax to provide funding for RTA services.

Q: Will fares increase?

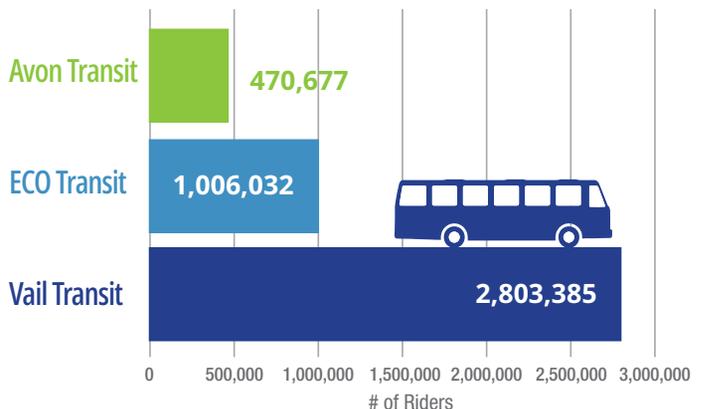
The RTA's goal is to provide exceptional service at a price our community can afford. One of the primary service goals is to establish a fare-free zone along the current Highway 6 route. The RTA's future fare policies will be determined by the RTA governing board.

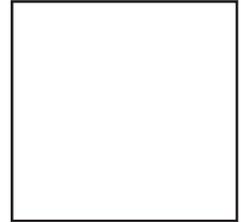
Q: Will the RTA take over buses in Avon, Beaver Creek and Vail?

The purpose of the RTA is to support regional transit services, i.e. services that connect one or more local jurisdictions. It is not intended to replace or provide an alternate funding mechanism for local, in-town transit systems. The towns of Avon and Vail, as well as Beaver Creek, will continue to operate their local transit services as they see fit. The RTA will work with these transit systems to better coordinate schedules, maintenance and other operations.

Ridership (2019)

Ridership on the Valley's three primary transit systems demonstrates the utilization of transit by local residents, employees and visitors, reducing traffic and parking needs.





EAGLE COUNTY'S LOCAL GOVERNMENTS ARE WORKING WITH BUSINESS AND NONPROFIT PARTNERS TO EXPLORE WAYS TO IMPROVE TRANSIT ACROSS THE VALLEY FOR LOCAL RESIDENTS, SMALL BUSINESSES AND VISITORS.

Communities working to improve Eagle County transportation by launching **Eagle Valley RTA**

Eagle County's evolution into a year-round community and world-renowned visitor destination has created significant transportation challenges for local businesses and residents alike. Employers, workers, seniors and other community members increasingly see a pressing need for a more comprehensive valley-wide, year-round approach to public transit.

An enhanced transit system will help local residents get to their jobs, schools, medical care, recreation and other community services safely and efficiently. Further investing in our valley-wide transit system will support the locally owned small businesses and visitors that contribute to our region's economy and tax base. Improved regional transportation will promote the livability, sustainability and economic vitality of Eagle County as our region grows over the next several decades. ■

Getting around Eagle County is more challenging, and when added to housing challenges and the cost of gas and parking, it is time to improve our regional transportation system to meet the current and future needs of our community and workforce.

Eagle County's local governments are working with business and nonprofit partners to improve transit across the valley to help benefit local residents, small businesses and visitors.



Eagle Valley Transportation Authority Quick Facts:

The Eagle Valley Transportation Authority (EVTA) was approved in November 2022 by voters in unincorporated Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District.

- Creation of the EVTA also authorized a half-penny sales tax specifically to fund operations of future services.
- Voters in the town of Gypsum did not approve the EVTA, so the new tax will not be collected in that jurisdiction. Gypsum may consider membership in the EVTA at a later time.
- EVTA's goal is to enhance regional collaboration and cost-sharing, improve transportation and transit systems, and better address the needs of the region's workforce, employers, residents and visitors.

EVTA Services:

EVTA will support regional transit services, primarily services that connect one or more of the member jurisdictions.

- ECO Transit, as the county's current regional transportation provider, will form the backbone of the EVTA service. For the immediate future, ECO Transit services and routes will be maintained using existing funding from a previous voter-approved half-penny sales tax that is collected County-wide.
 - ECO Transit services will not be impacted to communities—including Gypsum, Leadville and Lake County—that are not currently EVTA member jurisdictions.
- EVTA and ECO Transit have begun the process of transferring existing ECO Transit operations, equipment and funding into the new authority. This process will happen over the next two years.
- New funding generated by the EVTA's sales tax will be earmarked for the enhancements highlighted in the proposal approved by voters. This will include:
 - Fare-free transit service to reduce traffic congestion and parking demands from Edwards to Vail, including Avon, Beaver Creek, Minturn and Eagle-Vail.
 - New limited-stop express service at peak workforce commute hours.
 - Year-round, lower cost flights at Eagle County Airport to help provide more options for local residents and to support the valley's economy.
- Longer term enhancements for the EVTA will include:
 - Zero-emissions conversion of ECO Transit's Highway 6 bus service to help meet the region's shared climate goals.
 - Improved transit facilities, including affordable workforce housing for transit employees.
 - Regionwide, long-term planning to address transportation needs 20 to 30 years in the future.
- Local services such as local bus services in Avon, Beaver Creek and Vail will continue to be operated by those communities and will not immediately become part of the EVTA.
 - Local transit providers will benefit from membership in the EVTA by sharing technical expertise, project management and maintenance resources; coordinating technology and equipment purchases; accessing state and federal grant funding; and leveraging regional route realignments to reduce redundancy and free up local funding for other purposes.

EVTA Governance:

Each EVTA community appoints a member and alternate to the board. The board members must be elected officials to serve on the board.

- Board meets on the second Wednesday of each month, and the meetings are open to the public.
 - EVTA follows all of Colorado’s open-meetings and open-records laws, providing accountability and transparency to the public.
 - Eagle County represents unincorporated communities such as Edwards, Eagle-Vail, Cordillera and Lake Creek Village on the EVTA board.
 - Meeting dates, agendas, minutes and other public materials are available online.

Next Steps:

Over the next six months, EVTA board will create a strategic plan that prioritizes service enhancements, establishes implementation timelines and allocates available funding.

- Board will address how to transition ECO Transit into the new authority, how other communities can join the EVTA in the future, and other long-term priorities.

Service Area:

Eagle Valley Transportation Authority will primarily provide service using ECO Transit’s existing routes across the valley and to Lake County.

- EVTA does not include the Roaring Fork Valley portion of Eagle County where RFTA provides service.

EVTA Board Members

Board Chair:

Amy Phillips

Mayor, Town of Avon

Board Vice-Chair:

Jeanne McQueeney

Board of County Commissioners, Eagle County

RTA Board Members:

Janet Bartnik

Council Member, Town of Eagle

Earle Bidez

Mayor, Town of Minturn

Barry Davis

Council Member, Town of Vail

Dave Eickholt

Board of Directors, Beaver Creek Metropolitan District

Bob Hill

Trustee, Town of Red Cliff

Alternate Board Members:

Russell Andrade

Town of Avon

George Brodin

Town of Minturn

Kathy Chandler-Henry

Eagle County

Cassie Macumber

Town of Red Cliff

Pete Seibert

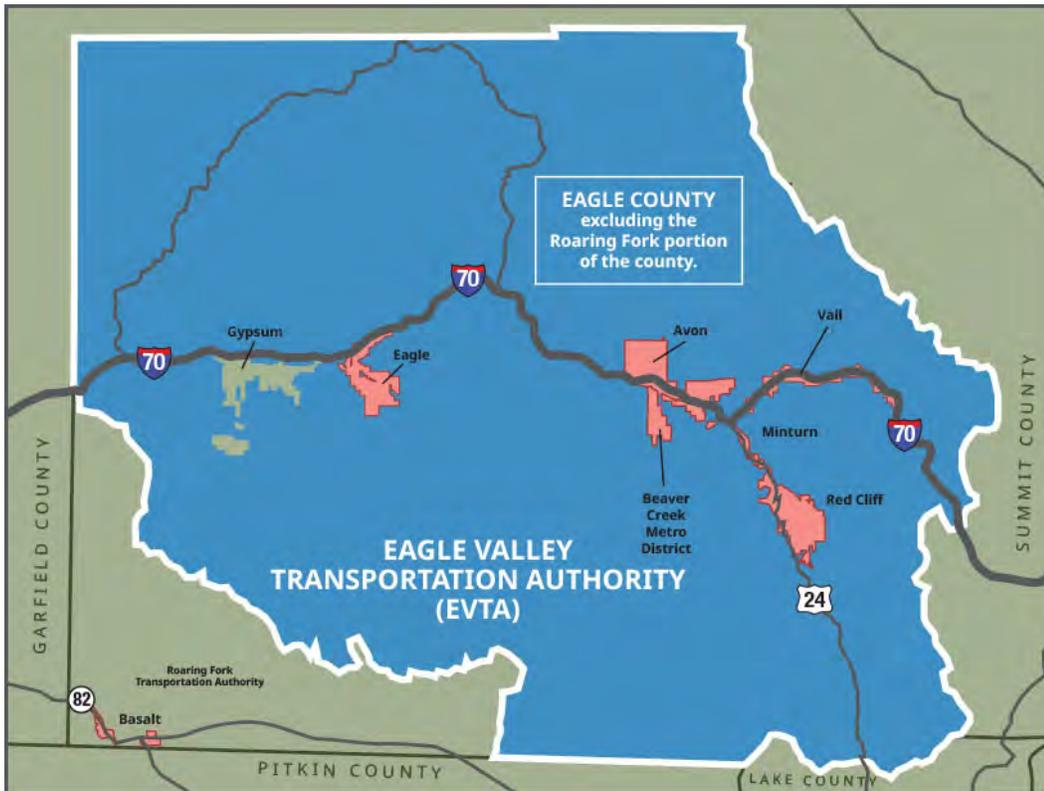
Town of Vail

Ray Shei

Beaver Creek Metropolitan District

Nick Sunday

Town of Eagle





Destination 2040 includes improvements and maintenance, as well as increased access points, along the 34-mile Rio Grande Trail.

Destination 2040 will enhance multi-modal transportation options to ensure mobility. By doing so, RFTA will partner with communities to address the growth of traffic.

WHY IS RFTA DOING THIS?



Population, employment growth and housing development in the region will continue to increase over the next 20 years.



Increasing multi-modal transportation options will help the region address expected traffic demand and congestion increases.



New technology for traffic management and electric buses can help meet the community's environmental goals.

9.3

YEARS

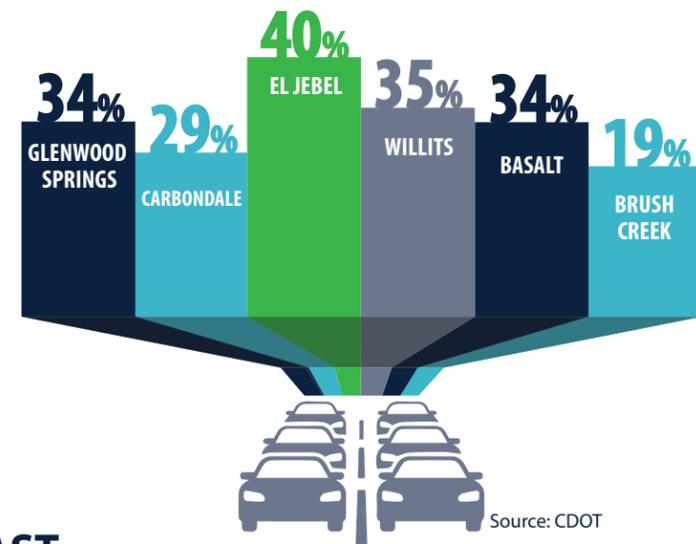
Current average RFTA bus age. Buses should be replaced at 12 years.

402,000

MILES

Current average mileage on RFTA buses. Buses should be replaced at 500,000 miles.

STATE HIGHWAY 82 2038 TRAFFIC GROWTH FORECAST

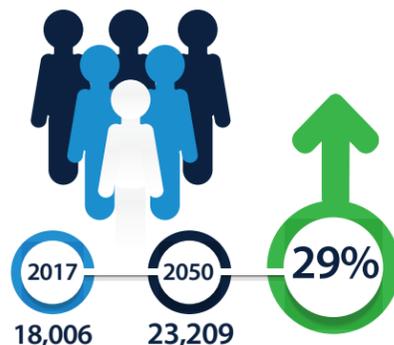


POPULATION GROWTH FORECAST

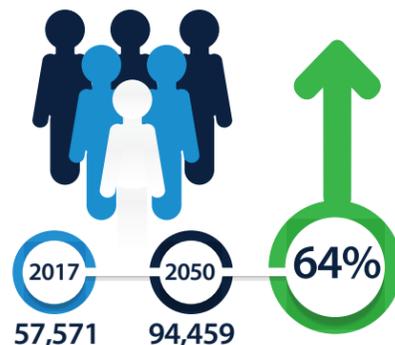
GARFIELD COUNTY



PITKIN COUNTY



EAGLE COUNTY



Source: Colorado State Demographers Office

HOW WILL WE PAY FOR THIS?

State law allows a Regional Transportation Authority, such as RFTA, to collect up to 5 mills in property taxes, with voter approval. In order to prepare RFTA to address the region's future mobility challenges, the RFTA Board of Directors has reviewed several "Destination 2040" funding scenarios. Following a Public Hearing on August 9, 2018, the RFTA Board unanimously voted to refer a 2.65 mill levy ballot measure to voters who reside within RFTA's member jurisdictions, to help fund strategic improvements to the region's transportation system.

What Would a 2.65 Mill Levy Look Like?

RESIDENTIAL

What might the proposed RFTA Mill Levy Cost a Homeowner?

Assessment Rate 7.2%

(with 0.401-mill tax credit for the 2018 residential property assessment paid in 2019). For 2019 the residential property assessment rate is anticipated to go down to 6.11%. If so, the amounts below would be the same as they are for the 2018 residential property assessment.



COMMERCIAL

What might the proposed RFTA Mill Levy Cost a Commercial Property Owner?

2018 Assessment Rate = 29%
(with a 0.401-mill tax credit for the 2018 commercial property assessment paid in 2019).

2019 Assessment Rate = 29%.
For 2019 the commercial property assessment, the 0.401-mill tax credit will not be provided and the cost would be as follows:



www.RFTA2040.com

Questions or Comments?
info@rfta2040.com



The Roaring Fork Transportation Authority (RFTA) is the mobility solution for this region. RFTA makes getting around the valley much easier and less costly through rapid transit solutions, local bus service, pedestrian enhancements, access to bike share and regional bike and pedestrian trails. However, there are a number of obstacles in RFTA's way to continue to serve this community and to meet this region's growing mobility needs of the future.

To address this, at its meeting on August 9, 2018, the RFTA Board unanimously voted to refer a 2.65 mill levy ballot measure to voters who reside within RFTA's member jurisdictions, in order to fund this action plan.

Destination 2040 is the road map to allowing RFTA to continue the level of services we enjoy today, and to serve the region's growing travel needs for the next 20 years.

RFTA'S BIGGEST CHALLENGES:

- ✗ An aging fleet that is unable to keep up with growing demand
- ✗ Unable to rely on State/Federal Grants for bus replacements
- ✗ Unable to meet the demand for evening and weekend service
- ✗ Unable to provide more off-season services
- ✗ Lack of parking at stops and stations
- ✗ Maintaining the Rio Grande Trail for cyclist and pedestrians
- ✗ Building new regional trails
- ✗ Providing safe pedestrian access to bus stations and trails

RFTA DESTINATION 2040 PROPOSES TO:

- + Replace the bus fleet, including electric zero-emission buses
- + Provide more evening, night and weekend services
- + Increase service levels throughout the Roaring Fork and Colorado River valleys
- + Expand parking options at stations and stops
- + Continue to maintain and enhance the Rio Grande Trail
- + Help construct the LOVA trail
- + Expand and enhance major pedestrian crossings in the Roaring Fork Valley



PROPOSED IMPROVEMENTS

IMPROVEMENTS FOR SUSTAINABILITY AND SAFETY

- S1 Pedestrian Crossings of 27th Street and Highway 82 in Glenwood Springs *
- S2 South Bridge Highway 82 Connection in Glenwood Springs *
- S4 Buttermilk Pedestrian Crossing in Pitkin County *
- S6 Aspen Maintenance Facility Expansion *
- S7 RFTA Glenwood Springs Maintenance Facility Expansion *
- S8 900 Block Grand Avenue In-Line Transit Stations in Glenwood Springs
- S9 New Transit Station in Glenwood Springs *
- S10 Replacement of Employee Housing and Carbondale Office Space *

IMPROVEMENTS FOR REDUCING CONGESTION AND IMPROVING MOBILITY

- C1 Service Increase, 30-minute Valley Service
- C2 Bus Fleet Expansion for New Services
- C3 Service Increase, Weekend BRT (Spring/Fall)
- C4 I-70 Grand Hogback Service - 27th Street to New Castle, 30 min headways
- C5 Extend BRT to Downtown GWS and RFTA Local Service on Hwy 6/24
- C6 Better transit service connections to Snowmass Village on Brush Creek Road
- C7 Improvements to Mid Valley Hwy 82 Bus Stops
- C8 Glenwood Springs 27th Street BRT Station Parking Expansion
- C9 Willits BRT Station Parking Expansion
- C13 Improvements to Town of Snowmass Village Transit Center *
- C15 Buttermilk Parking Management

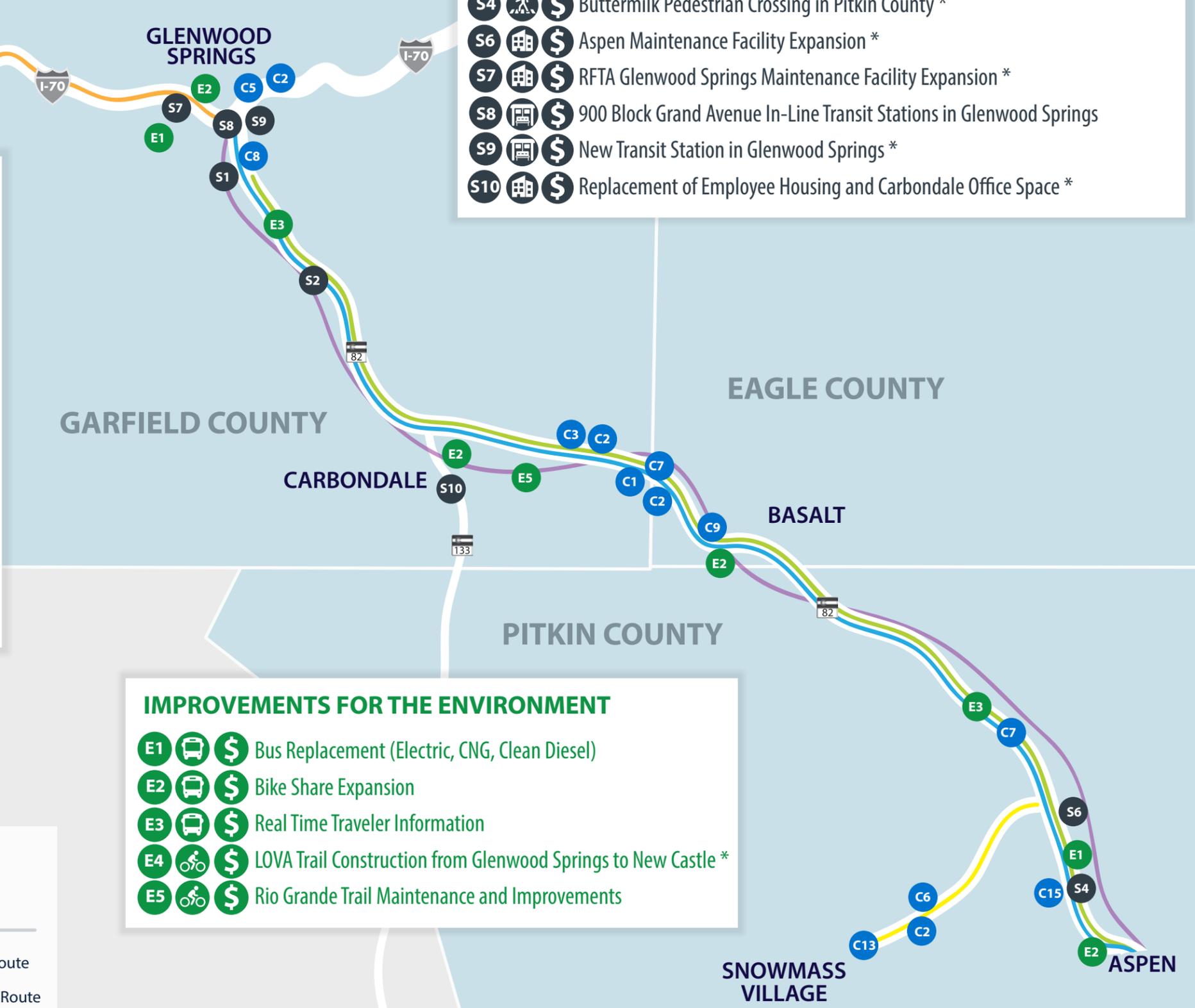
IMPROVEMENTS FOR THE ENVIRONMENT

- E1 Bus Replacement (Electric, CNG, Clean Diesel)
- E2 Bike Share Expansion
- E3 Real Time Traveler Information
- E4 LOVA Trail Construction from Glenwood Springs to New Castle *
- E5 Rio Grande Trail Maintenance and Improvements

LEGEND

* Partial RFTA contribution to overall project This project is included in the 2.65 mill levy plan

Transit Improvement	Trail Improvement	ROUTES/TRAILS BRT Route Valley Route Hogback Route Snowmass Route Rio Grande Trail
Parking Improvement	Pedestrian Crossing Improvement	
Station Improvement	Building Improvement	



1340 Main Street
Carbondale, CO 81623

Presort Std.
US Postage
PAID
CPC Mail

ROARING FORK TRANSPORTATION AUTHORITY PUBLIC OPINION SURVEY

Please take a few minutes to read the questions below, review with other household members, and complete the survey. All surveys are anonymous and your response will in no way be associated with your name. **You may also take this survey online at <https://survey.zohopublic.com/zs/L5B3dw>**

To return this survey please do one of the following by August 1st, 2018:

- Drop this survey in the mail
- Deliver to the Roaring Fork Transportation Authority at 1340 Main Street, Carbondale, CO 81623
- Drop off at the Rubey Park Transit Center at 450 East Durant Ave, Aspen, CO 81611

Please Open: SURVEY INSIDE and important information about regional transportation and transit



WHAT CAN YOU DO?

“Destination 2040” is the Roaring Fork Transportation Authority’s (RFTA’s) plan to address the region’s current and future mobility needs. RFTA makes getting around the area easier and less expensive through the programs and services it provides, including: VelociRFTA Bus Rapid Transit, local buses, pedestrian safety enhancements, access to bike share, and maintenance of the Rio Grande recreational trail. RFTA helps reduce automobile congestion and is good for the environment, however, it faces financial challenges in order to maintain its services and programs, as well as to meet the region’s growing mobility needs. That is why in November 2018 the RFTA Board of Directors is considering asking the public to approve a mill levy of approximately 2.65 mills. The RFTA Board wants your input so that it can determine which elements of the “Destination 2040” plan are the most important to you. For this reason, a Public Hearing has been scheduled on August 9, 2018 at Town Hall, 511 Colorado Avenue, Carbondale, CO, 81627 and you are invited to attend. **You can find information about Destination 2040 at www.rfta2040.com and, instead of attending the Public Hearing, you can send your questions and comments to info@rfta2040.com. Thank you!**

Q1. Before receiving the enclosed information, how much would you say you’ve read or heard about the possibility of RFTA putting a question on the November ballot, asking to raise local property taxes to provide more funding for transportation improvements in this region? (Please check one)

- A lot
- Some
- A little
- Nothing at all

Q2. In your opinion, how serious of a problem is traffic congestion in this region? (Please check one)

- Extremely serious
- Very serious
- Somewhat serious
- Not serious
- Don’t know/No opinion

Q3. In your opinion, should committing more resources to transit and mobility in order to mitigate traffic congestion and to protect our property values and mountain way of life be a high, medium or low priority, or should it not be a priority at all? (Please check one)

- High priority
- Medium priority
- Low priority
- Not a priority
- Don’t know/No opinion

Q4. In your opinion, should funding more environmentally-friendly transportation options, such as electrifying buses, and providing more and better bicycle and pedestrian options be a high, medium or low priority, or should it not be a priority at all?

- High priority
- Medium priority
- Low priority
- Not a priority
- Don’t know/No opinion

Q5. In your opinion, should ensuring that RFTA maintains current service levels and provide service expansions in the future be a high, medium or low priority, or should it not be a priority at all? (Please check one)

- High priority
- Medium priority
- Low priority
- Not a priority
- Don’t know/No opinion

Q6. If an election were held today, would you vote “yes” in favor, or “no” to oppose, an \$11 million mill-levy increase per year— with an estimated tax impact of \$6.75 per month for a \$500,000 “market” value home—to allow RFTA to (1) purchase new buses, including electrification of buses for emission and noise reductions (2) reduce congestion along Highway 82 with bus rapid transit and local bus service improvements (3) improve maintenance and access for the Rio Grande Trail and contribute to the LOVA Trail (4) enhance mobility for pedestrians, bicyclists and transit users (5) construct and maintain park and rides, bus stops and other transit and transportation facilities?

- Yes
- No
- Don’t Know

Q7. What is your main concern, if any, regarding the proposed property-tax measure and the transportation projects under consideration?

Q8. Before proceeding with an election, what additional information would you like, if any, regarding RFTA’s proposed Destination 2040 projects?

Q9. I have been a resident in the area for ___ years.

Q10. What is your zip code? _____

**Please visit
<https://survey.zohopublic.com/zs/L5B3dw>
to complete this online.**

Thank you for participating!

RFTA 2040 Questions or Comments?
info@rfta2040.com

PUBLIC HEARING
AUGUST 9, 2018
CARBONDALE TOWN HALL
9:00AM

www.RFTA2040.com

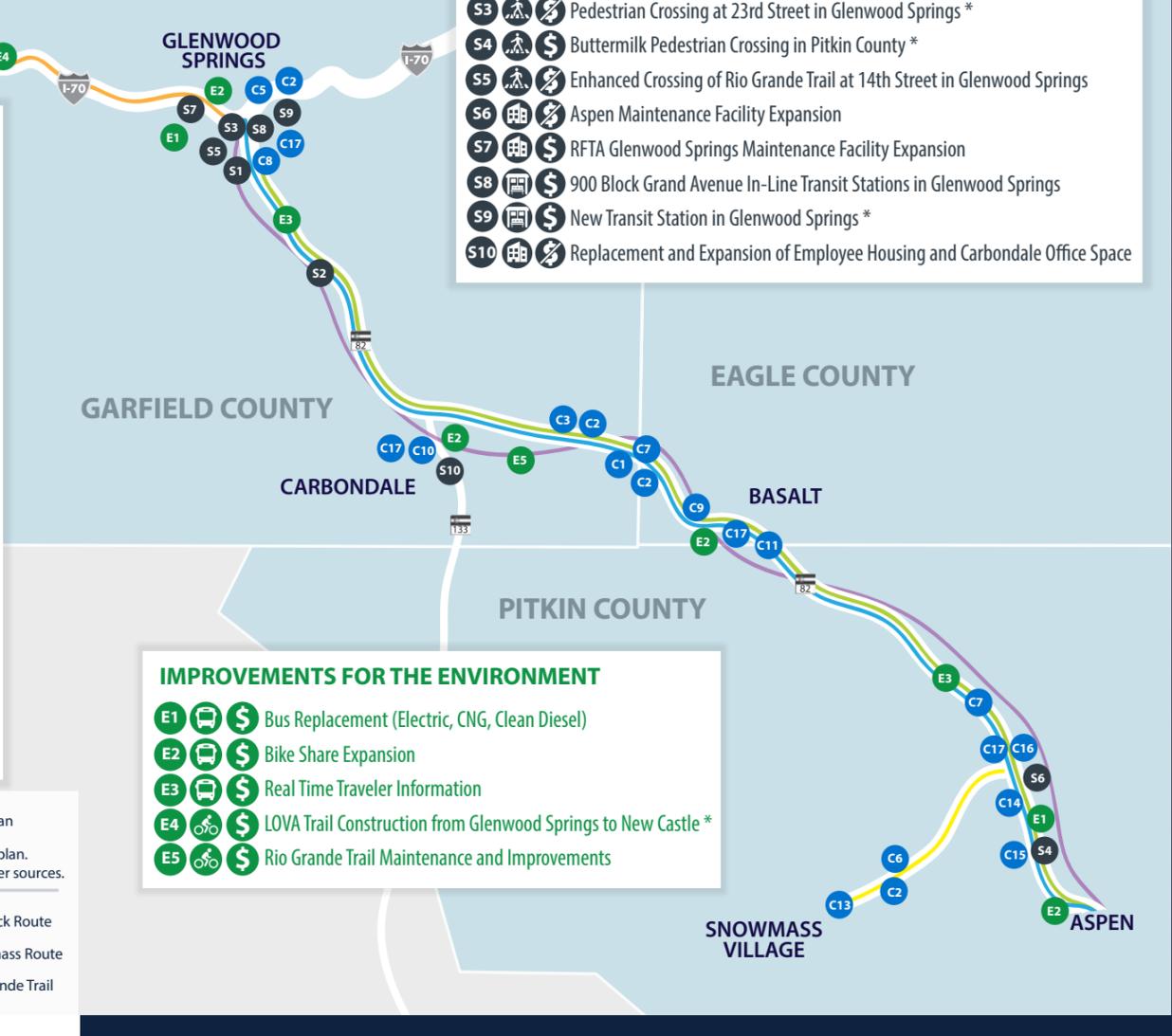


PROPOSED IMPROVEMENTS

- ### IMPROVEMENTS FOR SUSTAINABILITY AND SAFETY
- S1 Pedestrian Crossings of 27th Street and Highway 82 in Glenwood Springs *
 - S2 South Bridge Highway 82 Connection in Glenwood Springs *
 - S3 Pedestrian Crossing at 23rd Street in Glenwood Springs *
 - S4 Buttermilk Pedestrian Crossing in Pitkin County *
 - S5 Enhanced Crossing of Rio Grande Trail at 14th Street in Glenwood Springs
 - S6 Aspen Maintenance Facility Expansion
 - S7 RFTA Glenwood Springs Maintenance Facility Expansion
 - S8 900 Block Grand Avenue In-Line Transit Stations in Glenwood Springs
 - S9 New Transit Station in Glenwood Springs *
 - S10 Replacement and Expansion of Employee Housing and Carbondale Office Space

- ### IMPROVEMENTS FOR REDUCING CONGESTION AND IMPROVING MOBILITY
- C1 Service Increase, 30-minute Valley Service
 - C2 Bus Fleet Expansion for New Services
 - C3 Service Increase, Weekend BRT (Spring/Fall)
 - C4 I-70 Grand Hogback Service - 27th Street to New Castle, 30 min headways
 - C5 Extend BRT to Downtown GWS and RFTA Local Service on Hwy 6/24
 - C6 Better transit service connections to Snowmass Village on Brush Creek Road
 - C7 Improvements to Mid Valley Hwy 82 Bus Stops
 - C8 Glenwood Springs 27th Street BRT Station Parking Expansion
 - C9 Willits BRT Station Parking Expansion
 - C10 Carbondale BRT Station Parking Expansion
 - C11 Aspen Junction (Basalt) Park and Ride Expansion
 - C12 New Castle Parking Expansion
 - C13 Improvements to Town of Snowmass Village Transit Center *
 - C14 Upper Valley Congestion Management Study
 - C15 Buttermilk Parking Management
 - C16 BRT Enhancements to Brush Creek Intercept Lot
 - C17 Pick Up/Drop Off Accommodations at BRT Stations

- ### IMPROVEMENTS FOR THE ENVIRONMENT
- E1 Bus Replacement (Electric, CNG, Clean Diesel)
 - E2 Bike Share Expansion
 - E3 Real Time Traveler Information
 - E4 LOVA Trail Construction from Glenwood Springs to New Castle *
 - E5 Rio Grande Trail Maintenance and Improvements



LEGEND

This project is included in the 2.65 mill levy plan
 This project not included in the 2.65 mill levy plan. RFTA will pursue funding from grants and other sources.

Transit Improvement	Trail Improvement	ROUTES/TRAILS	Hogback Route
Parking Improvement	Pedestrian Crossing Improvement	BRT Route	Snowmass Route
Station Improvement	Building Improvement	Valley Route	Rio Grande Trail

HOW WILL WE PAY FOR THIS?

State law allows a Regional Transportation Authority, such as RFTA, to collect up to 5 mills in property taxes, with voter approval. In order to prepare RFTA to address the region's future mobility challenges, the RFTA Board of Directors has carefully reviewed several "Destination 2040" funding scenarios. Currently, the RFTA Board is evaluating the possibility of a property tax mill levy of approximately 2.65 mills to help fund strategic improvements to the region's transportation system.

What Would a 2.65 Mill Levy Look Like?

RESIDENTIAL

What might the proposed RFTA Mill Levy Cost a Homeowner?

Assessment Rate 6.11%

\$6.75	\$80.95
PER MONTH	PER YEAR
For \$500K actual value home at 2.65 Mill	For \$500K actual value home at 2.65 Mill

COMMERCIAL

What might the proposed RFTA Mill Levy Cost a Commercial Property Owner?

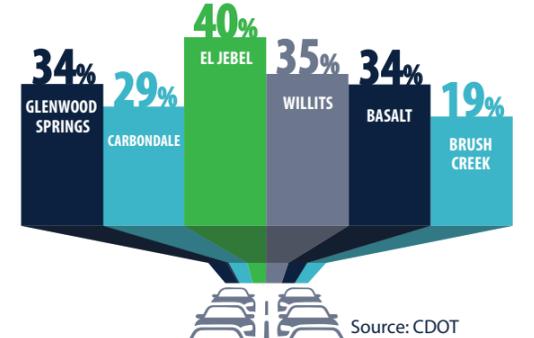
Assessment Rate 29%

\$64.04	\$768.50
PER MONTH	PER YEAR
For \$1M actual property value at 2.65 Mill	For \$1M actual property value at 2.65 Mill

WHY IS RFTA DOING THIS?

<p>Population, employment growth and housing development in the region will continue to increase over the next 20 years.</p>	<p>Increasing multi-modal transportation options will help the region address expected traffic demand and congestion increases.</p>	<p>New technology for traffic management and electric buses can help meet the community's environmental goals.</p>
--	---	--

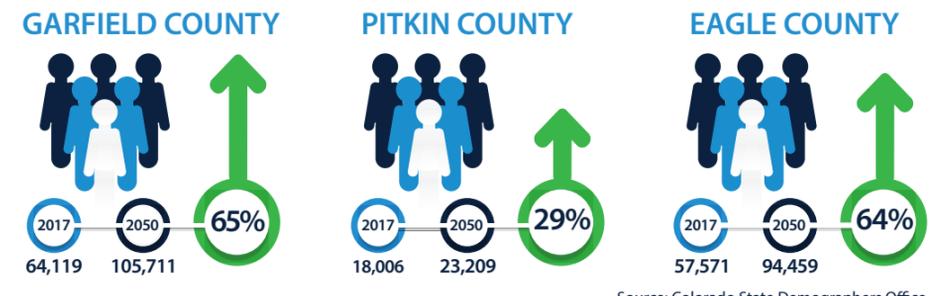
STATE HIGHWAY 82 2038 TRAFFIC GROWTH FORECAST



9.3 YEARS
Current average RFTA bus age. Buses should be replaced at 12 years.

402,000 MILES
Current average mileage on RFTA buses. Buses should be replaced at 500,000 miles.

POPULATION GROWTH FORECAST



For more information visit www.RFTA2040.com

On Board With RFTA

Some of us ride it. All of us need it.

RFTA is asking voters to approve Question 7A. It's a property tax to replace aging buses, expand service and upgrade stops and stations.



Why is 7A needed?

- Aging buses need to be replaced. RFTA needs 40 new buses in the next 5 years.
- Buses cost \$500,000 to \$1.1 million each.
- Riders need more evening, weekend and off-season service.
- Transit stations need expanded parking.
- Bus stops need pedestrian safety upgrades.
- Without 7A, service will be cut up to 20% to pay for bus replacements, roads will become congested, and RFTA will face annual budget deficits.



Traffic is forecast to increase up to **40%** by **2038**

What will 7A do to make our lives better?

- Take 1,000s of cars daily off roads
- Deliver more workers to their jobs
- Cut air pollution with electric and new buses
- 30-minute Grand Hogback service to New Castle
- 15-minute service to Snowmass Village
- Expand bike share to Carbondale and Glenwood Springs
- Improve the Rio Grande Trail
- Help build the LOVA Trail to New Castle

What is the tax?

2.65 mill levy property tax, raising \$9.5 million per year



\$81 PER YEAR
For residential (per \$500,000 in value)



\$768 PER YEAR
For commercial (per \$1 million in value)

How Can I Help 7A?

Endorse On Board with RFTA - Yes on 7A. Fill out the online endorsement form at: OnBoardWithRFTA.org

Check your voter registration at GoVoteColorado.com

Vote YES! on 7A on your November ballot

Paid for by On Board with RFTA Inc.



OnBoardWithRFTA.org

Vote YES! on 7A

On Board With RFTA

Some of us ride it. All of us need it.

RFTA is asking voters to approve Question 7A. It's a property tax to replace aging buses, expand service and upgrade stops and stations.



Why is 7A needed?

- Aging buses need to be replaced. RFTA needs 40 new buses in the next 5 years.
- Buses cost \$500,000 to \$1.1 million each.
- Riders need more evening, weekend and off-season service.
- Transit stations need expanded parking.
- Bus stops need pedestrian safety upgrades.
- Without 7A, service will be cut up to 20% to pay for bus replacements, roads will become congested, and RFTA will face annual budget deficits.



Traffic is forecast to increase up to **40%** by **2038**

What will 7A do to make our lives better?

- Take 1,000s of cars daily off roads
- Deliver more workers to their jobs
- Cut air pollution with electric and new buses
- 30-minute Grand Hogback service to New Castle
- 15-minute service to Snowmass Village
- Expand bike share to Carbondale and Glenwood Springs
- Improve the Rio Grande Trail
- Help build the LOVA Trail to New Castle

What is the tax?

2.65 mill levy property tax, raising \$9.5 million per year



\$81 PER YEAR
For residential (per \$500,000 in value)



\$768 PER YEAR
For commercial (per \$1 million in value)

How Can I Help 7A?

Endorse On Board with RFTA - Yes on 7A. Fill out the online endorsement form at: OnBoardWithRFTA.org

Check your voter registration at GoVoteColorado.com

Vote YES! on 7A on your November ballot

Paid for by On Board with RFTA Inc.



OnBoardWithRFTA.org

Vote YES! on 7A

Project Sponsors:



What is the YAMPA VALLEY RTA?

 **Improved transit service**

 **Less traffic congestion**

 **Safer roadway conditions**

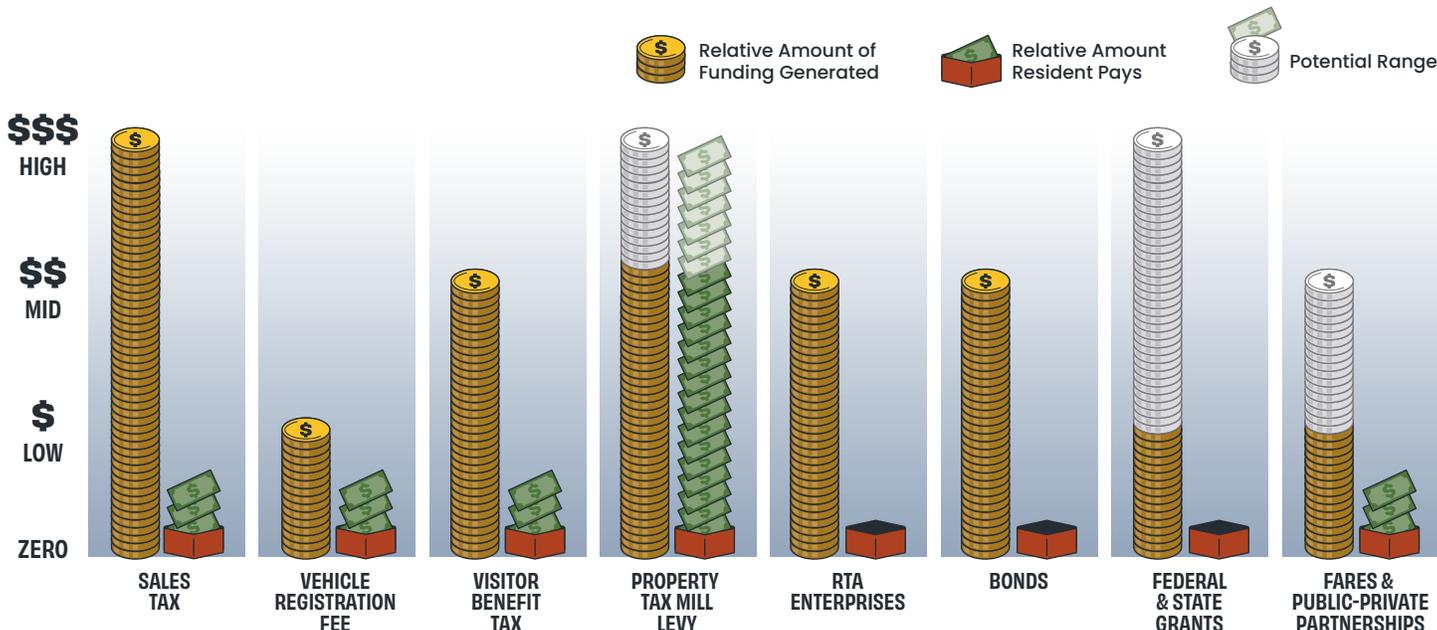
 **More multimodal travel options to local and regional amenities**

Routt County, City of Steamboat Springs, and City of Craig have partnered to consider how a **Regional Transportation Authority (RTA)** could benefit those living and working in the Yampa Valley. An RTA is a voter-approved organization that can plan, finance, and operate a regional transportation system within the area the RTA covers. The final members of the RTA could potentially include Routt County, City of Steamboat Springs, City of Craig, Town of Hayden, Town of Oak Creek, Town of Yampa, and parts of Moffat County.

WHAT FUNDS THE RTA?

Funding for the RTA will be discussed by the municipalities in the district with input from the community and a final vote by the district communities. The Yampa Valley RTA would likely utilize a select few mechanisms from the following options:

- 1. Sales Tax:** No more than 2% on every transaction, or \$2.00 on a \$100 purchase.
- 2. Vehicle Registration Fee:** No more than \$10 per year per vehicle.
- 3. Visitor Benefit Tax:** No more than 2% of the price of an accommodation, or \$2.00 on a \$100 hotel room.
- 4. Property Tax Mill Levy:** No more than five mills on all taxable property, or \$500 for every \$100,000 of property value.
- 5. RTA Enterprises:** Generated by enterprises owned by the RTA. No financial impact to residents.
- 6. Bonds:** Funding issued by the RTA. No financial impact to residents.
- 7. Federal & State Grants:** Grants applied for by the RTA. No financial impact to residents.
- 8. Fares & Public-Private Partnerships:** Fares paid by users of the RTA; public-private partnerships with interested institutions and private entities like the Steamboat Resort.



WHAT HAS BEEN DONE TO FORM THE RTA?



1 Existing Conditions Analysis

Summarized previous local and regional planning documents and reviewed other RTAs in Colorado. Analyzed existing regional transit service characteristics, community demographics, and travel patterns.

2 Evaluation of Projects

Developed a draft list of potential projects the RTA could accomplish based on conversations with community stakeholders and the project's advisory committee. Developed high-level cost estimates and identified potential funding sources.

3 Public Outreach

Hosted four in-person open houses in Routt County, Craig, Hayden, and Oak Creek, and an interactive survey to collect input online at tinyurl.com/yampavalleyrta.

4 Draft RTA Study & Peer Guidance

Used community and stakeholder input to narrow down the draft list of potential projects. Underwent a technical process to identify potential projects and funding scenarios.

5 Final RTA Technical Analysis

Completing the final technical analysis report, which includes existing conditions, outreach takeaways, formation strategies, and technical scenarios for projects, costs, and funding mechanisms.

6 Pre-Ballot Initiative

Elected officials and municipal leadership will need to define the final boundaries, establish a work group with all jurisdictions as members, decide on a ballot year, create an IGA, determine the initial service plan and financing strategy, draft and revise a ballot question, and conduct voter outreach.

WHAT WE HEARD FROM THE COMMUNITY

Public outreach played an integral role in developing and evaluating potential projects. Key takeaways include:



- **The most desired destinations** that need better travel options are the airport, work, and the ski resort.
- **Transit, roadway, and active transportation** projects are the most desired project types.
- **Perceived top advantages** of the RTA are increased connectivity between high demand areas, improved safety, reduced traffic and parking pressures, and increased connectivity to unserved areas.
- **Perceived top challenges** to RTA formation are the funding mechanisms and the cost of projects.
- **Top projects voted for include:**
 - High frequency Craig to Steamboat Springs route bus
 - A Steamboat II fixed route bus
 - Ground transportation from the HDN airport to Steamboat Springs
 - Passenger rail between Craig and Steamboat Springs
 - Developing the Yampa River Core Trail and a safety fund for roadway improvements

WHAT ARE THE POTENTIAL PROJECTS?

The table below lists projects that are most feasible for the RTA to accomplish within its first few years of operation.

Operational projects enhance service options and regional connections and **infrastructure/partnership projects** improve transportation facilities and support operational projects. Cost estimates range from pursuing a single project to funding all ten projects. The total cost will range depending on level of service and number of projects pursued.



OPERATIONAL PROJECTS

Annual Project Cost Range (Millions)*

	High Frequency Craig- Steamboat Springs Route Bus	Increasing the existing regional bus on US 40 to 30-to-60-minute frequency all day.	\$ 2.60 - 3.40
	Local Craig Circulator Bus Route	Local circulator bus route within Craig to provide connectivity within the City and connections to the regional route.	\$ 0.54 - 0.76
	South Routt Transit Services	Fixed bus route from South Routt to Steamboat Springs and a weekend activity bus during peak seasons.	\$ 0.55 - 0.65
	Steamboat II Fixed Route Bus	Local route around Steamboat II connecting to Steamboat Springs.	\$ 0.70 - 1.20
	HDN Airport Ground Transportation	Bus route connecting the Yampa Valley Regional Airport (HDN) with Steamboat Springs and a separate service connecting the airport with Craig.	\$ 1.50 - 1.70

INFRASTRUCTURE / PARTNERSHIP PROJECTS

	Fare-Free Regional Transit	Subsidy to make existing Craig-Steamboat Springs regional route free.	\$ 0.45 - 0.60
	Safety Fund for Roadway Improvements	Fund for roadway safety projects, including wildlife crossings, pedestrian crossings, and other traffic calming and awareness measures, within the RTA boundary.	\$ 0.25 - 0.50
	Rail Fund for Supporting Rail Development	Fund for projects related to rail development. The projects may include but are not limited to rail station development, rail line upgrades, and operating and capital costs.	\$ 0.25 - 0.50
	Improvements to Existing Bus Stop and New Bus Stops	Improvements to existing bus stops, including shelters, passenger amenities, crosswalks, sidewalk connectivity, etc. Also includes new bus stops.	\$ 0.09 - 0.28
	Park-and-Ride Lots	Park-and-ride lots to support regional fixed route service(s).	\$ 0.30 - 0.40
	Develop Yampa River Core Trail	Extending the existing bicycle/pedestrian path for recreation and commuting for the extent of the RTA boundary.	\$ 1.60 - 4.20

*Project costs displayed here do not include vehicle costs or the cost for a maintenance facility.

WHAT COMES NEXT?

6

Pre-Ballot Initiative

Elected officials and municipal leadership will need to define the final boundaries, establish a work group with all jurisdictions as members, decide on a ballot year, create an IGA, determine the initial service plan and financing strategy, draft and revise a ballot question, and conduct voter outreach.

OTHER SUCCESSFUL RTAS IN COLORADO



Eagle Valley Transportation Authority (EVTA)

The Eagle Valley Transportation Authority (EVTA) was approved 2022 by voters. EVTA provides regional transit improvements, transit-related facilities like housing and maintenance, and first/last mile bicycle/pedestrian facilities. EVTA is funded by a 0.5% sales tax and an existing 0.5% transportation sales tax from the county to ECO Transit.



San Miguel Authority for Regional Transportation (SMART)

SMART is the San Miguel Authority for Regional Transportation. The formation of SMART was approved by the voters in 2016. SMART provides services like commuter fixed route transit, local shuttle, and support for bicycle paths. SMART is funded by a \$0.25 cent sales tax, a 0.75% mill levy on properties, and a real estate transfer assessment, which is used for reserve funds.

WHAT WOULD HAPPEN TO SST?

SST would continue to operate its local services within Steamboat Springs as it currently does, while the current regional route from Craig to Steamboat Springs would likely be transitioned to the RTA.

HOW CAN THE RTA HELP ME?

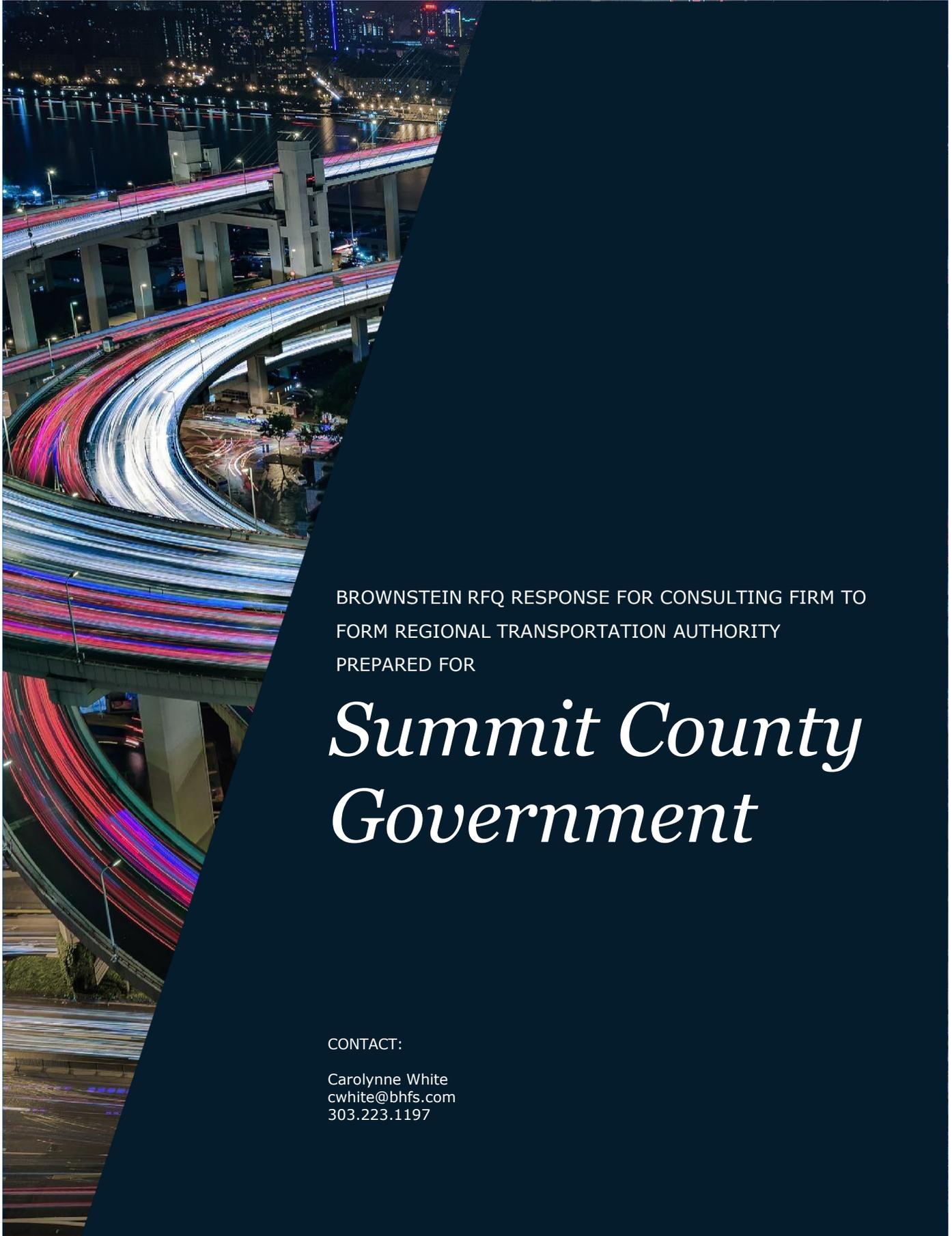
- ✓ Improved transit options
- ✓ Greater access from affordable housing to work, school, and community amenities
- ✓ Reduced traffic and parking pressures
- ✓ Safer roadway conditions
- ✓ More recreational and commuter opportunities on regional amenities, such as trails

WANT TO LEARN MORE?

Visit tinyurl.com/yampavalleyrta or scan the QR code to visit the Yampa Valley RTA website:



Response from Brownstein on Following Pages



BROWNSTEIN RFQ RESPONSE FOR CONSULTING FIRM TO
FORM REGIONAL TRANSPORTATION AUTHORITY
PREPARED FOR

Summit County Government

CONTACT:

Carolynne White
cwhite@bhfs.com
303.223.1197

Statement of Qualifications

ORGANIZATIONAL STRUCTURE & TEAM ROLES:

Brownstein Hyatt Farber Schreck, LLP. (**Brownstein**) is well-positioned to provide comprehensive legal guidance and administrative support for the formation of an RTA for Summit County and other jurisdictions seeking to participate. We have extensive experience navigating the statutory and regulatory frameworks required under Colorado law, including Title 29 (Intergovernmental Relationships) and Title 43 (Transportation), which govern the establishment of intergovernmental agreements (IGAs) and memoranda of understanding (MOUs) among local governmental entities, both specific to RTAs as well as related to a wide variety of other types of cooperative projects and programs. We will ensure that the Authority is established in compliance with all applicable laws, with particular attention to governance structure, funding mechanisms, and operational authority. In Colorado, Kearns & West Inc. (**Kearns & West**) has over 25 years of experience leading public outreach and stakeholder engagement by designing strategic communication campaigns and collaborative processes to find sustainable solutions to complex issues. Our clients praise our team as invaluable to understanding people's transportation needs, interests, behaviors, and goals to ensure lasting policy decisions. At our core, we are process experts, determined to create opportunities for engagement, help people show up with the best intentions, and facilitate interest-based, productive conversations. Transit planning has been a core service of **Fehr & Peers** since our founding in 1985. Over the past 38 years, the team has worked on transit planning, implementation, funding, and operations studies across the United States, in communities large and small. Our experience covers the entire spectrum of transit services, from complete system revisioning to transit service and corridor vision plans and major system expansion studies. For this project, our expertise in evaluating, analyzing, and developing detailed service plans for RTAs will be particularly applicable. We will also draw on a long list of recent cost modeling and grant funding research projects. Below, we further detail our expertise in your priority issues. Together, our teams will leverage our diverse skillsets for the benefit of Summit County and surrounding jurisdictions.

PROJECT APPROACH AND MANAGEMENT:

The team will hold an initial series of meetings with you to establish a workplan to meet project objectives. Our workplan will more specifically outline a timeline of key milestones, delegating specific tasks amongst the team. Additionally, we will establish a regular cadence for communication, both internally between team members and with Summit County to ensure that goals are accomplished and that any issues that may arise throughout the engagement are properly mitigated.

Client contact: Carolynne White (Brownstein) will serve as the day-to-day project manager and overall manager in charge on behalf of the team and will provide oversight for all tasks, quality assurance/quality control (QA/QC), and team coordination. Our team will sync up internally on a regular basis to review upcoming tasks, deliverables, timelines, staffing needs, and QA/QC cycles, while making real-time updates to our project management systems. All deliverables will be reviewed by Carolynne White to ensure that deliverables thoroughly address needs, issues, and opportunities.

Clear roles and responsibilities: To keep our teams organized, we establish and communicate clear roles and responsibilities within our project teams to make sure our efforts are productive and efficient. We will schedule regular project team check-in calls to track progress, discuss upcoming action items, develop strategies, and ensure the project team is on the same page.

Quality assurance: Our team develops a detailed workback plan at the start of each project that outlines key milestones, deliverables, and weekly tasks. These plans benefit overall process as well specific meetings and activities and help us identify and address issues early in the process and confirm that we are on track to accomplish goals.

Client communications: The team will be in regular communication with the project manager to ensure collaboration and build a strong working relationship. We recognize the importance of adaptive management to guarantee projects meet their goals. As needed, we reflect on progress with our clients and adjust course as needed and incorporate feedback real-time. We increase coordination in advance of major deliverables to provide clear line of sight and allow for a fully integrated process. We always document action items and discussion highlights.

Billing and compliance: Our business services team includes finance, accounting, compliance, and human resources specialists and is set up to work seamlessly with our project teams through checks and balances. These systems ensure we remain within scope, schedule, and budget across our portfolio.

QUALIFICATIONS AND EXPERIENCE:

For the scope of work outlined below, Brownstein, Kearns & West, and Fehr & Peers collectively bring vast experience in the areas of legal and regulatory matters, local and state governments, project management, public engagement, regional transportation planning, and compliance expertise and management. Additionally, our team will be able to leverage the expertise of Consilium Colorado on matters relating to election processes. Further detail on the experience of each team member can be found in "*Appendix A: Team Bios*".

Kearns & West is a national strategic communications firm with a highly regarded local office in Denver, led by Vice President, Angela Jo Woolcott. Our staff in Colorado specialize in managing outreach and engagement for large-scale, controversial, complex, and highly visible transportation and infrastructure projects. We have partnered with all firms listed on this proposal in a variety of capacities and have the qualifications, relationships, capacity, organizational management, and regional landscape in mind to maintain successful project outcomes and on track from a financial and schedule perspective. With more than 40 years of experience under our belt, we also have the resources and lessons learned available to ensure customer service is our top priority.

Fehr & Peers has significant experience managing similar projects with not only technical complexity, but also with political complexity that requires astute contextual awareness and sensitivity. Our project management approach starts with a clear understanding of scope, schedule, and budget. Fehr & Peers will work with Summit Stage and County staff to identify expectations and desired outcomes so that all parties are on the same page prior to issuing the task order, thus reducing the risk of cost overruns or out-of-scope work down the road. We also recognize that a project's needs may change once it is already underway, due to new information gleaned through public input, new direction received from elected officials, stakeholders, or advisory boards, or other factors. We will regularly check in with Summit County project managers to ensure that we are on track to provide what the project needs to make it successful, and we will keep a close watch on project progress and budget to ensure that we can be flexible if the need arises.

TIMELINE:

Services will be performed on an ongoing basis beginning in May 2025 on a regular daily schedule (Monday through Friday). A work plan will be negotiated between all parties prior to contract. Our team envisions a three-phase approach to this project, as outlined below. After the initial project kick-off meeting, the Brownstein team will develop a detailed project schedule designed to achieve the project objectives in the desired timeline.

Phase I: Initial outreach process

This phase will involve community outreach and education to gather input from residents, businesses, and other stakeholders in multiple jurisdictions. Building a wide base of support provides a strong foundation for setting up the right legal framework for the RTA to operate within. Our team will facilitate a collaborative process that collects the input needed to inform the IGA. This will allow the RTA to be nimble, efficient, cooperative, and highly functional while Kearns & West facilitates interest-based conversations on topics like funding, services, and accountability.

Phase II: Preparing and negotiating the implementing documents

Once public outreach is largely completed, our team will begin work on all applicable documents, which will include drafting and negotiating all agreements required under the Colorado Regional Transportation Authority statute (C.R.S. § 43-4-601 et seq.) to ensure the legal formation of the RTA.

Phase III: Election and post-election implementation

This will likely occur for the November 2026 election cycle, and will include comprehensive legal assistance to Summit County in preparing ballot language for elections required to establish the RTA as well as overseeing the referendum processes, including ballot preparation and election day support.

Scope of Work

Project Objectives

Brownstein's team has completed a thorough review of the objectives set forth in the RFP. We have grouped the work based on team member specialization and we provide additional detail on how we plan to achieve the objectives in the paragraphs below.

LEADING THE PUBLIC PROCESSES

Facilitating community engagement and outreach activities to gather input from residents, businesses, and other stakeholders in multiple jurisdictions.

The **Brownstein** team offers a wealth of experience in leading public outreach and stakeholder engagement around transportation and transit system processes in the Rocky Mountain Region. Our team of facilitators and mediators are expert community outreach specialists with a unique focus on engagement, allowing for a broad set of voices to participate in policy dialogues in support of collaborative decision-making in the public sector. Kearns & West regularly leads public outreach for transit system redesigns, facilitates advisory groups, evaluates user experiences for emerging technologies, engages stakeholders on accessible transportation and paratransit programs, mediates

energy and climate adaptation solutions, and leads branding and marketing for transit programs. Our team of engagement specialists are well-accustomed to providing third-party, neutral facilitation services including maintaining the focus and progress of a discussion, developing meeting ground rules, employing tested participation techniques that work toward building consensus, and collecting meaningful input from all stakeholders.

We use collaborative negotiation principles to bring people together to tackle big issues, take advantage of opportunities, and co-create solutions to challenges. We specialize in designing interest-based processes that take in diverse needs and come out on the other side with exciting, sustainable, and mutually agreed upon outcomes. Through impartial facilitation, we build a sense of collaboration among participants and establish respectful deliberation that provides pathways to resolution when conflicts arise. An RTA ballot initiative may be constrained by political, regulatory, and legal factors – we can help the group skillfully navigate these complex elements to arrive at lasting consensus-based solutions.

Meeting preparation and coordination: The **Brownstein** team recognizes that successful meetings require skilled facilitation, thorough preparation, and effective follow-up. Before any meeting, we work closely with clients to define goals and develop detailed agendas, facilitation plans, and materials to guide the process. These plans ensure seamless meeting choreography, helping keep conversations focused and productive. Our preparation also includes incorporating feedback from group members and addressing cultural sensitivities to ensure respectful and inclusive discussions. To ensure accessibility, we coordinate logistics such as translation and interpretation services for non-English speakers, ADA-compliant venues, childcare services, and virtual options with features like closed captioning. Providing equitable and accessible outreach opportunities that address engagement needs of both rural and urban community members will be imperative for establishing a successful RTA. By prioritizing these elements, we ensure broad participation and a shared understanding of long-term goals and benefits. After meetings, we provide timely summaries that document outcomes and action items, keeping all stakeholders informed and aligned.

- **Accessible materials and strategic communication:** Kearns & West specializes in translating complex policy and technical information into digestible and visually appealing materials for diverse audiences. Collaborating closely with clients, we develop communication tools—including fact sheets, FAQs, videos, graphics, and social media content—that meet the needs of the medium and audience. Whether preparing digital or print materials, we emphasize clarity, readability, and accessibility, leveraging visuals to enhance understanding. Our national Section 508 Compliance Team ensures that all publicly available materials meet Section 508 standards, accommodating individuals with disabilities. By integrating these practices into our workflows, we make information accessible to all participants and the broader public.
- **Inclusion-centered practices:** Our approach is guided by an inclusivity and empowerment lens that ensures meetings and materials are designed to include historically marginalized communities. This lens deconstructs barriers to participation, promotes shared decision-making, and prioritizes the voices of those most impacted by systemic inequities. From stakeholder mapping to creating inclusive engagement frameworks, we center equity throughout the process, ensuring durable and inclusive outcomes. By combining thoughtful preparation, accessible materials, and inclusive facilitation, Kearns & West creates meeting environments that empower all participants to contribute, collaborate, and achieve shared goals.

PROVIDING THE ADMINISTRATION OF LEGAL AND STATUTORY AUTHORIZATIONS:

Providing guidance and administration on the legal and statutory frameworks required to establish MOUs, IGAs and create the Authority.

Our team will facilitate collaborative negotiations among the County and other participating governmental entities to draft and finalize legally sound IGAs and MOUs that clearly define the roles, responsibilities, and financial contributions of each party. Our approach emphasizes transparency, accountability, and equitable representation for all stakeholders. We will also prepare and review necessary resolutions, ordinances, and other foundational documents required for the legal creation of the RTA, and support formal adoption processes before local legislative bodies.

Throughout this process, our team will provide strategic counsel on governance models, statutory powers, liability protections, and integration with existing transportation planning efforts. We will also assist in navigating required regulatory review at the state level and offer ongoing legal oversight to support the Authority's successful launch. Our goal is to establish a legally sound and operationally effective transportation authority that reflects the shared vision and values of Summit County and its communities.

PREPARING THE OFFICIAL REFERENDUMS

Developing the necessary referendum language and procedures for public vote on the creation of the Authority for each potential member jurisdiction.

Brownstein will provide comprehensive legal assistance to Summit County in preparing ballot language for elections required to establish the RTA. This process involves drafting clear, concise, and legally compliant ballot questions that accurately reflect the intentions of the RTA formation and any associated tax measures. We will ensure that the language adheres to Colorado's statutory requirements, including the Taxpayer's Bill of Rights (TABOR), which mandates specific phrasing for debt and tax-related ballot issues.

In collaboration with Summit County representatives, we will develop ballot language that is not only legally sound but also easily understandable to voters, avoiding technical jargon and ensuring transparency. Our team will conduct thorough reviews and revisions to align the language with the county's objectives while maintaining compliance with all relevant election laws. Additionally, we will coordinate with the Colorado Secretary of State's office to ensure that the proposed ballot language meets all procedural and substantive requirements, facilitating a smooth approval process.

Furthermore, we will assist in the preparation of the ballot information booklet, commonly known as the "Blue Book," which provides voters with summaries and analyses of ballot measures. This includes drafting fair and impartial summaries, formulating arguments for and against the proposed measures, and preparing fiscal impact statements as required by Colorado law. Our goal is to support Summit County in presenting voters with clear, accurate, and legally compliant information, thereby promoting informed decision-making in the electoral process.

MANAGING THE VOTING PROCESS

Overseeing the referendum processes, including ballot preparation and election day support.

Our firm will provide legal oversight and strategic coordination of the voting process necessary to establish the RTA, ensuring compliance with Colorado statutory and constitutional requirements. We will guide Summit County through each step of the process, beginning with the preparation and approval of ballot language, public hearing requirements, and coordination with the County Clerk and Recorder and the Colorado Secretary of State. Our attorneys will ensure that all legal deadlines, filing obligations, and procedural mandates are satisfied in accordance with Title 1 and Title 43 of the Colorado Revised Statutes,

as well as TABOR, where applicable.

Recognizing the complexity and logistical requirements of conducting a multi-jurisdictional election, our firm will also advise on the retention and oversight of a qualified election consultant, should the County choose to delegate the technical aspects of election administration. We will assist in drafting the scope of work, evaluating proposals, and negotiating terms to retain a consultant with expertise in ballot development, voter communication, compliance with accessibility and multilingual requirements, and coordination with election officials across participating municipalities. This partnership would allow Summit County to ensure a professional and efficiently managed election process, while we maintain legal oversight.

Throughout the voting process, our firm will continue to serve as a central point of legal accountability—reviewing all public-facing materials for compliance and clarity, advising on campaign finance and electioneering limitations, and preparing required legal notices and certifications. We will be present to troubleshoot legal questions in real time, monitor legal risks, and support the County in responding to any legal challenges or procedural disputes that may arise before, during, or after the election.

We frequently work with third-party election consultants, and would recommend our partner Concilium Colorado, led by former Jefferson County Clerk Pam Anderson, for this portion of the scope.

DEVELOPING IGAs

Drafting comprehensive IGAs that outline the terms and conditions for the creation and operation of the Authority to be submitted to the State of Colorado for review and authorization.

Brownstein will take the lead in drafting and negotiating all agreements required under the Colorado Regional Transportation Authority statute (C.R.S. § 43-4-601 et seq.) to ensure the legal formation of the RTA. Acting on behalf of Summit County, we will prepare the foundational IGA that outlines the governance structure, powers, voting rights, funding mechanisms, and service responsibilities of the Authority in compliance with statutory requirements. We will ensure the agreement clearly defines Summit County's role, protects its interests, and aligns with its transportation objectives. In collaboration with County staff, we will represent Summit County in negotiations with participating governmental entities and other stakeholders to reach consensus on key terms, including representation on the board of directors, tax-sharing arrangements, and project prioritization. Our attorneys will guide the County through the statutory public notice, hearing, and electoral requirements, and ensure that all executed agreements meet the procedural and substantive mandates of the RTA statute.

Qualifications

EXPERTISE IN REGIONAL TRANSPORTATION PLANNING

A proven track record of successfully planning and implementing regional transportation initiatives and legal entities/agencies.

Urban Renewal Redevelopment Agreements

Brownstein has represented a variety of private sector clients in negotiating urban renewal redevelopment agreements for numerous major projects. These include Park Place in Arvada, Wal-Mart Supercenters in Broomfield and Westminster, Streets at Southglenn in Centennial, Twin Peaks Mall in Longmont, CitySet in Glendale, The Point at Nine Mile Station in Aurora, Broomfield Town Square, Centerra South in Loveland, and many more.

Contact: AJ Krieger, Town Manager, Town of Firestone, 303.531.6255, akrieger@firestoneco.gov

Key Staff: *Carolynne White*

Front Range Passenger Rail, Colorado Department of Transportation

Population growth along the Front Range creates complex infrastructure and environmental challenges contributing to traffic congestion, creating unpredictable travel times, and stressing the region's economic competitiveness and quality of life. Front Range Passenger Rail aims to develop a passenger rail train service operating from Pueblo to Fort Collins, with a vision of connecting Colorado to New Mexico and Wyoming. The Service Development Plan (SDP) will define the where, when, and how future rail service will look. Kearns & West is the engagement and outreach lead for the SDP. Support includes developing a robust public involvement plan, providing outreach and engagement opportunities to disproportionately impacted communities through grasstops engagement, administering communication systems management, developing messaging and materials for a wide range of target audiences, and facilitation services for stakeholder coalitions and the broader public across multiple municipalities. Kearns & West is part of a large multi-consultant team for this project.

Contact: David Singer, Former Assistant Director of Passenger Rail CDOT, 303.921.7273, david.singer@state.co.us

Key Staff: *Angela Jo Woolcott, Morgan Lommele*

Integrated Transit and Multimodal Study, Douglas County Public Works

Kearns & West is designing and implementing community engagement for Douglas County's Integrated Transit and Multimodal Study. This effort will improve existing transit services and find ways to provide reasonable and reliable transit to people who do not own or have access to their own transportation, do not own a phone, or have limited personal mobility. The study focuses on the northern area of Douglas County, including the City of Castle Pines, the Town of Castle Rock, Highlands Ranch, the City of Lone Tree, and the Town of Parker. Kearns & West developed the project's Community Engagement Plan, interviewed participating jurisdictions to understand needs and priorities, is providing strategic guidance to engage critical and underserved populations, and facilitates all levels of stakeholder engagement. We designed iterative and innovative engagement solutions – including focus groups, one-on-one consultation, and open houses – to help the project team identify places where the current transit network does not connect people to the places they want to go, and potential near- and long-term improvements to the existing system.

Contact: Zeke Lynch, Assistant Director Public Works Engineering Douglas County Department of Public Works, 303.660.7490, zlynch@douglas.co.us

Key Staff: *Angela Jo Woolcott, Morgan Lommele, Jason Miller*

City of Colorado Springs Mountain Metropolitan Transit Services 2050 Transit Plan

Kearns & West led the public involvement process for the 2050 Regional Transit and Specialized Transportation Plans, using knowledge and best practices from prior engagement transit planning efforts led for the 2040 and 2045 plans. The team added value and continuity from their outreach role serving the Pikes Peak Area Council of Governments (PPACG) on the Long Range Transportation Process. Kearns & West developed and implemented the project's Public Involvement Plan, developed a suite of project handouts and materials, led a digital engagement campaign, including a county wide survey, conducted

stakeholder interviews/transit user focus groups, and facilitated reoccurring stakeholder meetings and multiple open houses with other component plan project teams.

Contact: Jacob Matsen, Transit Planning Supervisor Mountain Metropolitan Transit, 719.385.5620, Jacob.matsen@coloradosprings.gov

Key Staff: Angela Jo Woolcott

Eagle Valley Planning Support for Formation of a Regional Transportation Authority | Eagle County/Avon, CO (2022-2023)



Fehr & Peers led transit planning support efforts ahead of the development of an RTA for Eagle County, which was an expansion of ECO Transit coordinated with the efforts of Vail Transit and Avon Transit. Activities included understanding the implications, both for ridership and operational costs, of implementation of a fare free zone; developing service scenarios for expanded service under an RTA; defining needed infrastructure and capital projects to support expanded transit services (and capital cost estimation); and working with local elected officials and stakeholders on how best to message RTA service and project needs.

Contact: Tanya Allen, Core Transit (Formerly Eco and EVTA) Director, tanya.allen@evta.org

Key Staff: Jason Miller, Sydney Provan

EVTA (Core Transit) 10 Year Transit Development and Capital Plan

Fehr & Peers is leading the development of the inaugural 10-Year Transit Development and Capital Plan for a newly formed RTA in Eagle County, CO. The Eagle Valley Transportation Authority, now known as Core Transit, provides critical transit service connecting employees and visitors from mountain towns in Eagle County to the mountain resort communities of Vail and Beaver Creek, CO. Fehr & Peers is developing a ten-year vision for enhancing and improving transit service throughout Eagle Valley, including detailed guidance on service operations and capital investments. The plan includes robust public engagement across multiple jurisdictions that required regular coordination meetings, online and in-person events to build consensus among stakeholders with diverse interests. Fehr & Peers additionally led a detailed route and modeling analysis, a travel market analysis, and service alternatives development. The final deliverable will include a service development plan, capital improvement plan, operating financial plan, and implementation and phasing plan that provides practical and implementable solutions for EVTA to follow through on their

commitment to substantially grow and improve transit in the coming decade to meet the community's evolving transportation needs.

Highway 6 Concept 1: Three-Pattern Local & Express



Pros	Cons
<ul style="list-style-type: none"> Fast options to Vail Convenient connections to all locations 	<ul style="list-style-type: none"> Lower frequencies compared to other alternatives



Contact: Tanya Allen, Core Transit (Formerly Eco and EVTA) Director, tanya.allen@evta.org

Key Staff: Patrick Picard, Jason Miller, Sydney Provan

Yampa Valley RTA Formation Study | Steamboat/Craig/Routt County, CO (2023-2024)

Fehr & Peers led a multi-agency effort to create an RTA as an optimal way to plan, finance, implement, and operate a regional transportation system for three clients: City of Steamboat Springs, City of Craig, and Routt County. This effort included an analysis of the existing transportation system and demand, an extensive public outreach effort, a facilitated discussion with peer Colorado RTAs, and development of cost and revenue scenarios for an initial service plan. The project concluded with clearly defined next steps that the various municipalities will need to collaborate on to bring the RTA to a public ballot.

OPERATIONAL PROJECTS		Annual Project Cost Range (Millions)*
	High Frequency Craig- Steamboat Springs Route Bus	Increasing the existing regional bus on US 40 to 30-to-60-minute frequency all day. \$ 2.60 - 3.40
	Local Craig Circulator Bus Route	Local circulator bus route within Craig to provide connectivity within the City and connections to the regional route. \$ 0.54 - 0.76
	South Routt Transit Services	Fixed bus route from South Routt to Steamboat Springs and a weekend activity bus during peak seasons. \$ 0.55 - 0.65
	Steamboat II Fixed Route Bus	Local route around Steamboat II connecting to Steamboat Springs. \$ 0.70 - 1.20
	HDN Airport Ground Transportation	Bus route connecting the Yampa Valley Regional Airport (HDN) with Steamboat Springs and a separate service connecting the airport with Craig. \$ 1.50 - 1.70
INFRASTRUCTURE / PARTNERSHIP PROJECTS		
	Fare-Free Regional Transit	Subsidy to make existing Craig-Steamboat Springs regional route free. \$ 0.45 - 0.60
	Safety Fund for Roadway Improvements	Fund for roadway safety projects, including wildlife crossings, pedestrian crossings, and other traffic calming and awareness measures, within the RTA boundary. \$ 0.25 - 0.50
	Rail Fund for Supporting Rail Development	Fund for projects related to rail development. The projects may include but are not limited to rail station development, rail line upgrades, and operating and capital costs. \$ 0.25 - 0.50
	Improvements to Existing Bus Stop and New Bus Stops	Improvements to existing bus stops, including shelters, passenger amenities, crosswalks, sidewalk connectivity, etc. Also includes new bus stops. \$ 0.09 - 0.28
	Park-and-Ride Lots	Park-and-ride lots to support regional fixed route service(s). \$ 0.30 - 0.40
	Develop Yampa River Core Trail	Extending the existing bicycle/pedestrian path for recreation and commuting for the extent of the RTA boundary. \$ 1.60 - 4.20

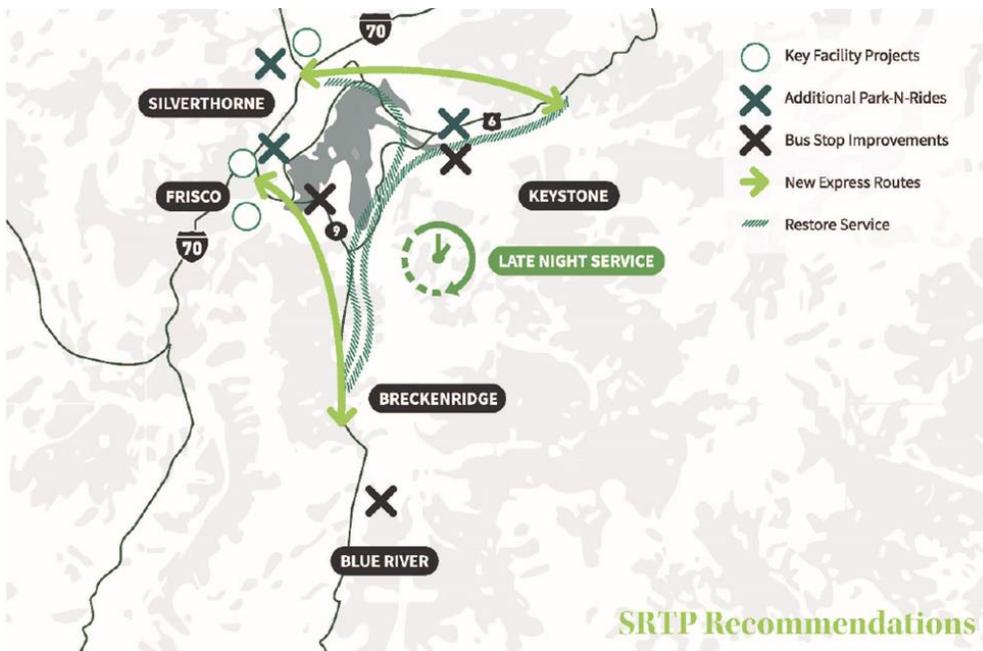
Contact: Sarah Jones, Sustainability Director of Steamboat Resort, sajones@steamboat.com; Jonathan Flint, Transit Director of SST, jflint@steamboatsprings.net

Key Staff: Jason Miller, Mikhail Kaminer, Kelsey Lindquist

Previous Summit Stage Work

Summit Stage Short Range Transit Plan (2020)

Fehr & Peers developed a Short-Range Transit Plan on behalf of Summit Stage. The effort involved a thorough analysis of the agency’s existing service, financials, and capacity to serve unmet needs with the existing service area. We carried out a public outreach campaign that included surveying and a virtual workshop. Through that process, we identified local need for more frequent transit service, shorter travel times that would make Summit Stage a viable choice over driving, and a desire to restore service that had previously been cut back. The final Short Range Transit Plan included recommendations for adding late night service that better aligns with the travel schedules of residents relying on the service for commute trips, new express routes that would improve the rider experience, and targeted recommendations for increasing organizational capacity through driver recruitment and retention strategies as well as a performance monitoring program. The Plan provided Summit Stage with a roadmap for delivering a service that connects residents with their community.



Summit Stage Transit Equity & Access Roadmap (2021)

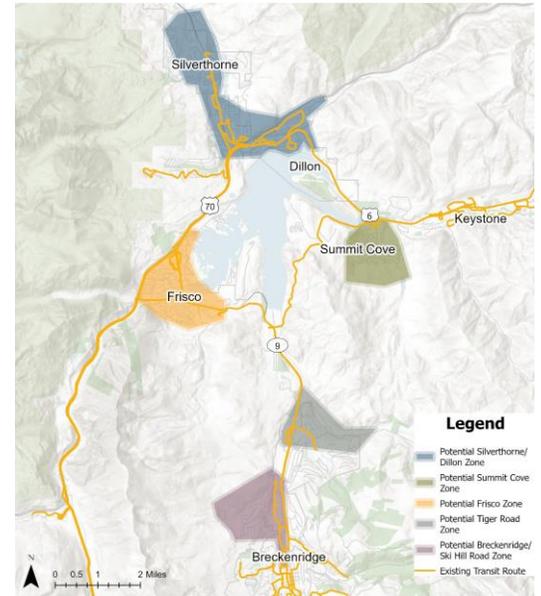
Fehr & Peers led the development of a roadmap for expanding transit access to historically disadvantaged populations and those with the highest mobility needs. The project followed from our work completing Summit Stage’s Short Range Transit Plan (SRTP) in 2020. Our team started by assessing, analyzing, and defining transit needs for those who could benefit the most from improved transit connections to social services, medical services, shopping, and employment. The purpose was to compare unmet transportation needs with the existing Summit Stage system to identify gaps in coverage, non-existent or difficult to make connections, and span of service challenges (times of day, days of week, or times of year). The backbone of this project was extensive community engagement. The project team worked closely with local organizations to distribute surveys and host four focus groups in both English and Spanish with residents in the Summit Stage service area. The team also conducted 1:1 interviews with community leaders and service providers. The end result of the project was a transit equity and access improvement roadmap for Summit Stage to utilize for years to come in conjunction with SRTP implementation.

Summit County Microtransit Feasibility – Summit County, CO (2024)

Fehr & Peers supported the Summit Stage in Summit County Colorado through the process of assessing the feasibility of microtransit within Summit County including a review of peer agencies currently operating microtransit, community engagement about transportation needs, and a needs assessment for the county. From this analysis, Fehr & Peers determined that microtransit was feasible for certain areas of the county and could be an appropriate tool to serve areas that could not be served well with traditional bus service. From there, Fehr & Peers developed and analyzed different service alternatives and then worked with Summit Stage staff to develop a preferred service alternative. Fehr & Peers delivered a final implementation plan and recommended performance standards as the final elements of this project in order to equip Summit County with the necessary steps to work towards implementing of microtransit service.

Contact: Chris Lubbers, Transit Director, Summit Stage,
Summit County Colorado, 970.668.4161, Chris.Lubbers@summitcountyco.gov

Key Staff: Jason Miller, Sydney Provan, Mikhail Kaminer



In addition to the projects listed above, the collective team would bring the regional expertise detailed below.

EXPERIENCE IN PUBLIC ENGAGEMENT

A deep understanding of public involvement processes in Colorado and the ability to effectively engage diverse stakeholders of multiple jurisdictions.

Any successful government relations strategy is bolstered by a comprehensive grassroots advocacy and stakeholder outreach campaign. First and foremost, our team will work to develop a narrative and key messaging around the RTA to guide all communications, ensuring all team members are driving the narrative at every level. Communications framework will guide the development of the following materials:

- Message house and talking points, tailored for each community and audience
- Target state and local media outlet and reporter lists across jurisdictions (if deemed strategically necessary and beneficial)
- Fact sheets, leave behinds and other identified key collateral, including but not limited to direct mail and any out of home or digital advertising

We will then develop a list of targeted key third-party stakeholders across jurisdictions for outreach, which will include:

- Community based and non-profit organizations
- Business leaders and organizations
- Civic and neighborhood organizations
- State and local government and elected officials

Third party stakeholder outreach and communication will be timed to the overall project and in coordination with government and elected official outreach. As key benchmarks are identified, our team will consider deploying additional grassroots advocacy tactics as needed and deemed strategically advantageous. Tactics may include:

- Community town halls/open houses and planning charettes
- Business and community roundtables
- Media outreach and briefings with key reporters and media outlets
- Third-party op-ed and LTE submission
- Development of an RTA community work group comprised of key stakeholders to serve as a key channel for information to and from the community on the campaign

Kearns & West’s approach to engaging stakeholders and community members, and carrying out a public and transparent deliberation process, relies on careful planning, curiosity, empathy, and the ability to adapt and adjust course as needed. Community engagement means more than telling people what is happening. It means co-creating a process with their needs in mind, recognizing that the prospect of change in a rapidly shifting community puts people on edge. We meet people where they are to build trust in the process, collaborate on how people engage, and gather meaningful input.

Summit County would be best served by establishing a collaborative and transparent engagement effort to foster trust and strong relationships in the community. Developing a public engagement process that meets the needs of all parties will create a common understanding of the goals, opportunities, and challenges; an open and inclusive process; and a shared commitment to problem solve when the going gets tough. We recommend an engagement approach that incorporates the following tactics:

- Conduct stakeholder assessments (aka, interviews) to understand needs, community sentiment, and obstacles/opportunities; build relationships; and map out the public process plan.
- Establish a Steering Committee with partner and adjacent jurisdictions to guide the technical and public aspects of the process.
- Create a wide coalition of support that includes not only the jurisdictions but other key communities of interest: major employers, state agencies, property owners and neighborhood groups, recreational users, NGOs, businesses, local economic development, advocacy organizations, environmental justice groups, and other interests. In creating this coalition, we’d think through the following:
 - What do we know? What don’t we know?
 - Who do we need to hear from?
 - Who has been engaged? Who hasn’t?
 - Who takes part and who doesn’t? Why?
 - What are current perceptions?
 - What are seen as key opportunities for success?
 - What are barriers to a partnership?
 - Who do we need to support?
- Roll out a robust community information “campaign” with consistent messaging to ensure that people know about this effort and its timeline, self-select their level of involvement, and have

access to timely and accurate project information. At the beginning of the project, our team will work closely with the project team to understand the needs and priorities of all stakeholders, the major milestones and “calls to action,” information sharing and input seeking tactics, and feedback for the pollster. Our community engagement will show people that we understand current conditions and opportunities, and fold those into the planning process. Providing materials and visuals that illustrate how the RTA would operate, its costs, and its benefits will help residents understand and support the project. The message must be clear and straightforward, highlighting how the RTA will address the region's transportation and affordable housing challenges, and the costs involved.

- Develop an outreach toolbox tailored for the appropriate target audience, including traditional open houses, town councils, and county commissioner meetings, as well as innovative approaches like pop-up venues, door hangers, press briefings, virtual public meetings, telephone town halls, and presentations to existing groups, especially employers. By employing these strategies, the RTA can build consensus and ensure that Summit County’s transportation needs are met.

KNOWLEDGE OF LOCAL AND STATE GOVERNMENT

Familiarity with the governance structures and operations of local governments in Colorado. The Contractor shall foster collaboration, communication, and partnerships among community members and stakeholders throughout the project. The Contractor shall leverage partnerships with stakeholders to maximize opportunity for the incorporation of innovation throughout the project.

Brownstein’s team works hard to cultivate meaningful relationships with all levels of government and their staff. Through years of both public service and engagement, we have established deep relationships with legislators, mayors, county commissioners, city council members and state and local associations. You will benefit from our coordinated approach to issue spotting, relationship building and messaging. We facilitate relationships between our clients and state and local governments, opening channels of communication and collaboration, as well as leveraging our connectivity to advance our client’s objectives.

Our team brings a strong understanding of state and local government process, stakeholder engagement, and collaborative best practices to achieve consensus among varying viewpoints. We have strong relationships across state agencies, in the Governor’s Office, and with legislators from across the state which we will leverage to achieve progress where roadblocks might become apparent. By creating a shared vision, we will utilize our understanding of state and local government process to ensure deadlines are met and benchmarks are achieved.

Cooper Reveley is a former Legislative Director for the Colorado Department of Revenue and Colorado Department of Public Safety. In these roles he worked closely with state and local partners on a variety of initiatives, served as a liaison to numerous issue specific Boards and Commissions, and acted as a point of contact for stakeholder groups impacted by department programs and legislative priorities. Cooper has a deep understanding of legislative and governmental process.

Leveraging her 17 years of experience running multijurisdictional public affairs and communications campaigns, Sloane Whelan will serve as the team’s linchpin on campaign management and team process and integration. Beginning her career in campaigns and fundraising, Sloane’s breadth of electoral and issue campaign experience includes serving as director of a million-dollar 501(c)(4) organization where she spearheaded the organization’s policy work, directed its political contributions, and drove grassroots

advocacy strategies including digital advertising, direct mail and more. And in 2020, Sloane lead a nationwide hyperlocal campaign for the 2020 Census in over 90 markets across the country, including managing an internal team of over 20 and a nationwide network of over 40 subcontractors.

Sloane will work alongside the team to develop and integrate cross functional strategies, organizational structures, and team processes to ensure that all teams are aligned and in coordination. From the outset of the campaign, the team will develop the following:

- Strategy and tactical deployment timeline against key process milestones
- Team check-in cadence and structure
- Regular reporting including qualitative and quantitative updates
- Team organizational structure with clearly identified roles and responsibilities

EXPERTISE IN LEGAL AND REGULATORY MATTERS

A deep understanding of the legal and regulatory frameworks governing intergovernmental agreements and regional transportation authorities.

Doug Friednash, Carolynne White, and Claire Havelda bring a wealth of experience in local and state government law, offering Summit County unmatched legal expertise in the formation of a RTA. As a former Chief Legal Counsel to the Governor of Colorado and Denver City Attorney, Doug Friednash has a deep understanding of Colorado’s legal and regulatory landscape. His career includes advising high-level officials on transportation, infrastructure, and intergovernmental matters, giving him unique insight into the political and administrative dynamics that impact regional governance and collaboration.

Carolynne White is widely recognized for her expertise in land use, public infrastructure, and governmental negotiations. Her experience representing both public entities and private stakeholders in complex regulatory environments allows her to navigate multi-jurisdictional agreements with strategic precision. She has worked extensively on IGAs, public financing mechanisms, and public-private partnerships, making her particularly well-equipped to advise on the statutory and practical elements of creating and managing a regional authority.

Claire Havelda brings hands-on experience in local government operations, having served as general counsel to multiple municipalities. She has drafted and negotiated a wide range of municipal ordinances, resolutions and IGAs and regularly advises on compliance with the State Procurement Code and reimbursements subject thereto and technical, high dollar contract negotiations. Claire’s strong background in both statutory interpretation and day-to-day municipal operations ensures that the legal foundation of the RTA will be not only sound but also implementable.

Together, this team offers comprehensive legal support grounded in deep institutional knowledge of Colorado’s state and local government systems.

EXPERIENCE IN REFERENDUM AND ELECTION PROCESSES

Knowledge of the procedures and requirements for conducting referendums and elections in Colorado.

Brownstein has advised numerous local government entities in the conduct of various types of elections, including TABOR elections, formation of Downtown Development Authorities, and various initiatives and referenda. We anticipate providing a similar role for this election (or elections), which will include reviewing election timelines and notices, drafting and reviewing ballot language and informational materials, and working closely with Summit County, the rest of the team and other stakeholders to ensure optimal timing for elections.

However, it is recommended that an actual election official be retained to conduct the election, for which we recommend Consilium Colorado, as noted elsewhere in this RFQ.

COMPLIANCE EXPERTISE AND MANAGEMENT

The Contractor will manage all compliance tasks for the project through to completion. This includes federal, state and local regulatory agency compliance and financial administration. Accordingly, the Contractor must be in compliance with FTA/CDOT, DTR guidance

Brownstein has significant experience managing complex deadline schedules for everything from multi-party litigation, high-value real estate closings and complex government multi-party contracts. Brownstein’s team will develop a Gantt-style chart that overlays critical compliance deadlines including, but not limited to: FTA’s grant submittal deadlines; FTA’s Title VI Plan and ADA requirements; an FTA Project Management Plan (if required); Procurement Compliance at the State and Federal levels; ensuring that the project is listed in the CDOT Statewide Transportation Improvement Plans (STIP); DTR’s Multimodal Transportation and Mitigation Options Fund related deadlines.

Appendix A: Team Bios

BROWNSTEIN



Douglas J. Friednash

SHAREHOLDER

303.223.1221 | dfriednash@bhfs.com
Denver

PRACTICES

State Government Relations
Government Relations

- Crisis Management & Strategic Response
- Education
- Emerging Regulated Industries
- Health Care
- Political Engagement
- Strategic Advisory Services
- Transportation & Infrastructure

Litigation

- Political & Public Law
- State Attorneys General

EDUCATION

J.D., 1987, University of San Diego
School of Law

B.A., 1984, University of California at
Santa Barbara

ADMISSIONS

Colorado

More than 30 years navigating complex legislative and public policy challenges at the state and federal level. Former chief of staff to Colorado governor, city attorney, assistant attorney general and state legislator. Respected political thought leader.

Doug Friednash provides strategic insights on government relations engagement throughout the lifecycle of an issue, opening channels of communication and collaboration in state capitols across the country and in Washington. As chair of the firm's State Government Relations Group, he plays a vital role as a connector for his clients, bridging the gap between the private sector and all levels of government. Doug's notable experience in the public sector—former chief of staff to Colorado Gov. John Hickenlooper, city attorney under Denver Mayor Michael Hancock, member of the state House of Representatives and assistant attorney general—allows him to help create a favorable working atmosphere for businesses looking to engage in state and local politics.

Using his deep relationships and first-hand understanding of the nuances of government, Doug creates successful strategies that incorporate a 50-state approach for clients. When action is required at the federal level, Doug draws on the national policy platform he's built to get results.



Carolynne C. White

SHAREHOLDER

303.223.1197 | cwhite@bhfs.com
Denver

PRACTICES

State Government Relations

Litigation

- Political & Public Law

Natural Resources

- Land Use & Development

Real Estate

- Condominium & Planned Community

EDUCATION

M.P.A., M.U.R.P., 2006, University of Colorado at Denver
J.D., 1993, University of Denver Sturm College of Law
B.A., 1987, University of New Mexico

ADMISSIONS

Colorado
U.S. District Court, District of Colorado
U.S. Court of Appeals, Tenth Circuit
U.S. Supreme Court

Deep relationships with local and state governments. Thrives on helping clients navigate complex redevelopment and urban renewal projects. More than 30 years of real estate law experience.

Challenging, controversial and complicated land use and real estate deals are the cornerstone of Carolynne White’s practice. With more than two decades of experience, Carolynne focuses on the zoning and entitlement process as it relates to redevelopment—both infill and urban renewal. She also helps clients identify and manage public financing tools such as tax increment finance, districts and public improvement fees (PIFs). Clients rely on her ability to guide them through multiple regulatory environments handling all the roadblocks along the way to achieve optimal outcomes.

A champion for her clients throughout all phases of a project, Carolynne utilizes her strong local and state relationships with elected officials and staff statewide to ensure that her clients always have the best information and the opportunity to be heard. She brings creative solutions and is never afraid to try a new strategy. Building her relationships with municipalities since long before she began working at Brownstein, Carolynne served as a staff attorney for the Colorado Municipal League and for the Denver Water Board.

Carolynne applies her passion for problem solving to her leadership roles in a several community and civic organizations. She serves on the board of directors for the Adams County Regional Economic Partnership, Arvada Center for the Arts & Humanities and the Aurora Economic Development Council.



Claire N. Havelda

SHAREHOLDER

303.223.1194 | chavelda@bhfs.com
Denver

Navigates complex local land use and zoning laws critical to the success of development and real estate projects.

Claire Havelda’s experience in municipal planning and development in northern Colorado gives her direct insight into the interpretation and application of land use codes, planning and zoning approvals, housing and transportation development, and historic preservation concerns. As a former assistant city attorney for Fort Collins and Loveland, Claire worked with developers, non-profit entities, planners and engineers to review complex development projects to ensure compliance with city strategic plans, city code, and state and federal regulatory laws. She drafted and negotiated complex multiparty development agreements and advised the Fort Collins’ Building Review Commission, Land Use Review Commission and Historic Preservation Commission and City Council; and Loveland’s Affordable Housing Commission, Downtown Development Authority and City Council.

Claire previously served as a vice president of the Colorado Bar Association (“CBA”) and CBA co-chair of the Racial, Equity, Diversity & Inclusion Committee, and is currently an active member of the Colorado Women’s Bar Association. She is a certified mediator, former Guardian *ad Litem*, skilled litigator and creative problem solver.

PRACTICES

Real Estate

- Land Use & Development

EDUCATION

J.D., 2005, University of Colorado
School of Law
B.A., 1999, Indiana University

ADMISSIONS

Colorado



Cooper A. Reveley

SENIOR POLICY ADVISOR

303.223.1520 | creveley@bhfs.com
Denver

PRACTICES

State Government Relations

EDUCATION

M.A., James Madison University, 2010
B.A., University of Colorado at Boulder, 2006

Trusted advisor with unique blend of federal, state and international experience. Former Capitol Hill aide with background working in current Colorado governor's administration. Expertise in state-level legislative process and executive administration.

Cooper Reveley leverages experience from positions in state, federal and international government to connect clients with relevant policymakers and to offer strategic insight on high-level issues. Cooper pilots stakeholder goals to success by employing his knowledge of state agencies and legislative process.

Cooper guided the legislative efforts and General Assembly engagement for Colorado's Department of Revenue and Department of Public Safety, developing a deep understanding of state-level policy and regulatory frameworks. In these roles, he worked closely with the Governor's Office, Office of State Planning and Budgeting, Joint Budget Committee, Legislative Council Staff and a wide range of stakeholders, forming connections to further administration objectives.

Prior to his work with the state, Cooper held federal policy-focused roles as a legislative assistant and researcher for Sen. Jack Reed (D-RI) and as a legislative assistant for Rep. Jim Matheson (D-UT). In these offices, he worked on issues including foreign affairs, labor, trade, transportation, immigration, government reform, telecommunications, criminal justice, LGBTQ+ rights and veteran's affairs.

Following completion of a master's degree in political science focused on the European Union, Cooper was offered an opportunity to work in the Cabinet of the President of the European Parliament, supporting the Chief External Affairs Advisor to President Jerzy Buzek of Poland.



Sloane Whelan

SENIOR POLICY ADVISOR

303.223.1447 | swhelan@bhfs.com
Denver

PRACTICES

Government Relations

- Crisis Management & Strategic Response
- State Government Relations

EDUCATION

B.A., 2008, Hobart and William Smith Colleges

Trusted public affairs advisor and communications consultant. Manages state and local issue advocacy campaigns. Strategist with a keen eye for navigating complex political environments and issues for corporations across jurisdictions.

Sloane Whelan provides state and local public affairs and government relations counsel for clients across sectors. She has over 15 years of experience in the agency, electoral and in-house setting and is proficient in building and leading multistate public affairs and issue advocacy campaigns for highly regulated corporations. Sloane's sector experience includes energy, cannabis, higher education and health care.

Most recently, Sloane was a senior vice president in the state and local practice, Direct Impact, at BCW where she managed teams across accounts to drive clients' legislative and regulatory priorities nationwide. In 2019, Sloane served as the state and local market account lead for one of the nation's largest telecommunications infrastructure companies, driving their government and public affairs strategy in over 40 markets across the country.

Prior to that she worked as senior vice president for KO Public Affairs in Maryland where she served as a public affairs advisor and contract lobbyist for a portfolio of clients.

As the South Carolina director of public affairs for Planned Parenthood, Sloane led the state strategy around the 2011 federal funding debate and developed their 2012 statewide 501(c)(4) million-dollar electoral plan, including activating around the DNC in Charlotte. Sloane also served as the North Carolina women's vote director for President Barack Obama's 2012 re-election campaign.



Angela Jo Woolcott

VICE PRESIDENT, HEAD OF THE ROCKY MOUNTAIN REGION

As head of the Denver, Rocky Mountain Region for Kearns & West, Angela brings 25 years of experience in integrated communications, strategic planning, and collaborative efforts such as public involvement and stakeholder engagement. Angela's natural inclination to enhance communication and creative problem solve around complex issues is evidenced by her ability to reach resolution in a highly efficient and meaningful manner. Angela is well-versed in designing and leading strategic planning efforts and facilitating large-scale multilateral stakeholder meetings. She has deep procedural experience in leading transportation and infrastructure, natural resource, community regional planning and development related efforts working closely with community leaders and partners across multiple jurisdictions.

Angela is a deeply trusted mediator and facilitator that has been advising, and training partners and clients to enhance communication, resolve conflict, and foster collaboration in complex decision-making processes for over two decades. Her work has taken her all over the country, facilitating multiparty transportation projects working closely with a wide range of public agencies and private organizations. Angela is a certified trainer for the Federal Highway Administration, delivering Public Involvement for Transportation Decision Making for both the National Highway Institute and the National Transit Institute. She holds a master's degree in Conflict Resolution and professional 40-hour mediation certificate from the University of Denver.

EXPERTISE

Integrated Communications
Strategic Planning
Mediation
Facilitation
Conflict Resolution
Public Policy
Public Involvement and Stakeholder Engagement
Training and Coaching

EDUCATION

M.A., University of Denver
B.A., University of Colorado at Boulder

RELEVANT EXPERIENCE

- Colorado Department of Transportation, Front Range Passenger Rail, Service Development Plan
- Douglas County Public Works, Integrated Transit and Multimodal Study
- Mountain Metropolitan Transit, 2050 Transit and Specialized Plan (previously led the same planning efforts for the 2040, and 2045 Plans)
- City of Colorado Springs and Mountain Metropolitan Transit, Amtrak Passenger Rail Station Location Study
- City of Colorado Springs and Mountain Metropolitan Transit, Downtown Transit Station Relocation Study

- City and County of Denver, Department of Transportation and Infrastructure, Colfax Corridor Bus Rapid Transit
- Regional Transportation District, Civic Center Transit District Plan
- City and County of Denver, Department of Transportation and Infrastructure, 16th Street Mall Environmental Assessment

Morgan Lommele

SENIOR DIRECTOR

EXPERTISE

Collaborative Solutions
Facilitation and Mediation
Public Engagement
Policy Analysis

EDUCATION

M.S., University of Denver
B.A., University of Colorado

Morgan has 20 years of experience in collaborative solutions, facilitation and mediation, public engagement, and policy analysis specific to the transportation, environmental, natural resources, land use, water, and infrastructure sectors. She holds B.A.s in International Affairs, German, and Sociology, and a certificate in peace and conflict studies, from the University of Colorado; and an M.S. Environmental Policy, University of Denver. She is a certified facilitator and mediator, and a national expert in advancing mediation principles for public agency clients.

Morgan's work helps people and groups identify mutually beneficial outcomes, genuinely engage, and consider a wide range of interests to attain broad-reaching support and sustainable objectives. She facilitates many types of workgroups and committees, including advisory committees, task force meetings, strategic planning meetings, discussion and focus group meetings, and public open houses. Her facilitation approach is rooted in helping communities co-create engagement processes, understand how policies and initiatives impact them, find mechanisms to share their interests with agencies, and collaborate effectively. Throughout her career, she has been charged with understanding the unique needs, interests, and cultures of communities, as well as their history and goals for the future, while helping agencies communicate complex information to the public. Her background also includes work with two national non-profits, where she led flagship organizing efforts to build coalitions with businesses, communities, elected officials, policy makers, and non-profits to seek collaborative policy outcomes.

RELEVANT EXPERIENCE

- Douglas County Public Works, Integrated Transit and Multimodal Study
- Town of Erie, Colo., Transportation Services Strategic Planning
- Colorado Department of Transportation, Front Range Passenger Rail, Service Development Plan
- City of Boulder, Colo., Iris Avenue Transportation Improvements Project
- Pikes Peak Area Council of Governments, Long Range Transportation Plan
- City of Fort Collins, Colo., Public Engagement Guidelines + Language Access Guidelines Updates



Jason Miller

PRINCIPAL

Jason is a transportation professional with over nineteen years of career experience planning, developing, and implementing effective multimodal transportation solutions. Jason has worked on a wide range of transportation projects that have included advanced and emerging mobility studies that have included microtransit, transportation network company (TNCs) partnerships, and bus rapid transit strategies; transit route and development plans that have incorporated creative first/last mile solutions; transit technology plans with smart infrastructure and real-time customer information; and integrated transportation infrastructure development plans with bicycle and pedestrian elements and wayfinding. As a former regional transportation authority director in a mountain town setting, Jason is passionate about planning implementable transportation solutions that facilitate stronger, more connected communities. He is a strategic thinker who can put ideas into plans as well as a skilled collaborator who builds community consensus.

EXPERTISE

Transit Studies and Service Planning
Multimodal Integration
Transportation Planning
Microtransit and TNC Partnerships
Multimodal Infrastructure and Mobility Hubs
Small Urban Communities
First/Final Mile Solutions
Transit Technology and Intelligent Transportation Systems

EDUCATION

B.S., 1994, University of Colorado at Boulder

RELEVANT EXPERIENCE

- Park City Short Range Transit Plan – Park City, UT
- Eagle Valley RTA 10-year Plan – Eagle County, CO
- Routt/Steamboat/Craig RTA Feasibility Study – Steamboat, CO
- Moab Transit Implementation Plan – Moab, UT
- Park County Transit Feasibility Study – Fairplay, CO
- Skyline Transit Plan, Mobility Hub Plan, and Grant Support – Big Sky, MT
- All Points Transit On-demand Transit Study – Montrose, CO
- SMART Specialized Transit Study and Five Year Transit Plan – Telluride, CO
- Summit Stage Short Range Transit Plan and Equity and Access Study – Summit County, CO
- Fort Collins Transit Funding and Fare Free Study – Fort Collins, CO
- NE Denver Microtransit Implementation Plan – Montbello/Denver, CO
- START Bus Technology RFP Support and Five-Year Route Plan including Bus Rapid Transit – Jackson, WY
- Statewide Rural Intelligent Transportation Systems – Boise, ID
- Mountain Rides Transportation Authority Five-year Strategic Business Plan – Ketchum, ID



Sydney Provan, AICP

SENIOR TRANSPORTATION PLANNER

Sydney Provan is a Senior Transportation Planner in Fehr & Peers' Denver office. Sydney has worked on several transit projects throughout the state in both rural and urban areas. She is passionate about using her skills in data analysis, community engagement, and transit planning to improve transportation access in the communities she works in. Sydney led the alternatives analysis component of the North College BRT Corridor Study in Fort Collins where she applied her analytical skills and learned more about Transfort's operations, community needs in North Fort Collins, and potential opportunity areas for microtransit or other innovative transit solutions.

Sydney also has experience developing plans to improve the equity of transit service like the Summit Stage Equity & Access Study and the SMART Senior & Disability Transit Roadmap. She is passionate about planning transit improvements in a holistic way that considers transit stop amenities, first and last mile connections, and rider experience.

EXPERTISE

Transit Planning
Transit analytics
GIS Mapping and spatial analysis
Public engagement
First and Last Mile Planning

EDUCATION

B.A., 2014, Colorado College, Colorado Springs
M.S., 2019, University of Colorado, Denver

RELEVANT EXPERIENCE

- North College BRT Corridor Study – Fort Collins, CO
- SMART Strategic Operating Plan – San Miguel County, CO
- State Highway 119 First and Final Mile Study – Boulder County, CO
- SMART Senior & Disability Transit Roadmap – San Miguel County, CO
- Summit County Equity & Access Study – Summit County, CO
- Safe Routes to School Travel Plans – Denver, CO
- Lake County Transit Feasibility Study & Implementation Support – Lake County, CO
- Grand Valley Regional Transit Plan, Mesa County, CO
- River Mile Development Transit Sensitivity Analysis – Denver, CO
- Park County Transit Study and Development Plan – Park County, CO
- Rural Transit and Human Services Coordinated Plans – Statewide, CO



Kelsey Lindquist

TRANSPORTATION PLANNER

Kelsey Lindquist is a Transportation Planner in the Denver office who is passionate about improving quality of life through the transportation network, reducing carbon emissions, encouraging active transportation, and reducing the reliance on single occupancy vehicles. She has worked on a variety of transportation projects throughout Colorado ranging in scale from a traffic impact analysis for a new development at Winter Park Resort to exploring the feasibility of a Regional Transportation Authority in the Yampa Valley. For the development at the Winter Park Resort, Kelsey conducted a traffic impact analysis to see how a new development would impact existing traffic conditions now and 20 years into the future. She also wrote a travel demand management plan, using Fehr & Peers TDM+ tool, to inform the developer how to best mitigate the traffic impact of the new development. Kelsey loves working with data in both GIS and Excel to find solutions. She is currently working on mapping the curb regulations and usage for a Curbside Action Plan in Denver to prepare for the Colfax BRT project.

EXPERTISE

GIS Mapping and Spatial Analysis
Curbside Planning
Multi-Modal Transportation Planning
Safe Routes to Schools Planning
Microtransit Planning
Transit Planning
Traffic Impact Analysis
Data Analysis
Report writing

EDUCATION

B.A., 2018, University of Denver
B.S., 2018, University of Denver
M.S., 2023, University of Colorado,
Denver

RELEVANT EXPERIENCE

- RTA Transit Planning – Routt County, CO
- Steamboat Resort Parking Study – Steamboat, CO
- Steamboat Passenger Rail Feasibility Study – Steamboat, CO
- West Denver Microtransit Planning – Denver, CO
- Gunnison Valley Transportation Authority 5 Year Plan – Gunnison, CO
- Denver Curbside Action Plan – Denver, CO
- Boulder Western City Campus Transportation Study and TDM Plan – Boulder, CO
- East Colfax BRT Final Design – Denver, CO
- Denver Safe Routes to School – Denver, CO
- Boulder Curbside Management Plan – Boulder, CO
- Establishing a Data Repository – The Highline Canal Conservancy
- Aspen Lumberyard Design – Aspen, CO
- The River Mile Phase 2 – Denver, CO



Mikhail Kaminer

TRANSPORTATION PLANNER

Mikhail Kaminer is a Transportation Planner in the Denver office with the mission to expand community access through widespread multimodal transportation options. His passion for accessible and liberating transportation stems from an appreciation for the different transportation modes and transit systems he has experienced throughout the world and at home in the Denver metropolitan area. He particularly enjoys utilizing data and mapping to analytically understand the needs of unique communities. Mikhail's experience ranges from local to regional scales in transit solutions, giving him the ability to think about the various ways decisions at different scales will impact communities at the human level.

EXPERTISE

Transit Planning
GIS Mapping and Analysis
Safety
Bicycle and Pedestrian Planning
Graphic Design
Data Science

EDUCATION

B.S., 2020, University of Colorado,
Denver
M.S., 2022, University of Colorado,
Denver

RELEVANT EXPERIENCE

- Yampa Valley RTA Study – Routt County, CO and Craig, CO
- Steamboat Springs Passenger Rail Feasibility Study – Steamboat Springs, CO
- GVRTA Strategic Operating and Capital Plan – Gunnison Valley, CO
- Vail Transit Route Optimization Plan – Vail, CO
- Douglas County Transit and Multimodal Study – Douglas County, CO
- South Boulder Road Corridor Study – Boulder County, CO
- CU Boulder Transit Study – Boulder, CO
- Thornton Transit Study – Thornton, CO
- Summit County Microtransit Feasibility Study – Summit County, CO
- Citibus Transit Planning and Title VI Impact Analysis – Lubbock, TX
- West 38th Avenue Corridor Study – Denver, CO
- North Federal Boulevard Microtransit Study – Westminster, CO
- Erie Microtransit Study – Erie, CO
- Globeville/Elyria Swansea Microtransit Planning – Denver, CO
- Park County Transit Plan – Park County, CO
- Davis-SLC Community Connector – Salt Lake City, UT
- Erie Transportation Master Plan – Erie, CO
- Vail Mobility and Transportation Master Plan – Vail, CO
- Denver Moves: Cherry Creek – Denver, CO



TOWN OF
BRECKENRIDGE

Department of Finance

April 30th, 2025

Executive Summary

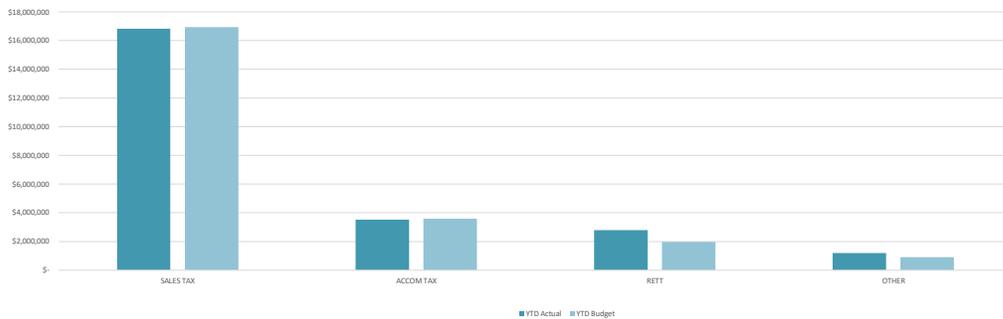
April 30, 2025

This report covers the 4 months of 2025. April is largely reflective of March tax collections.

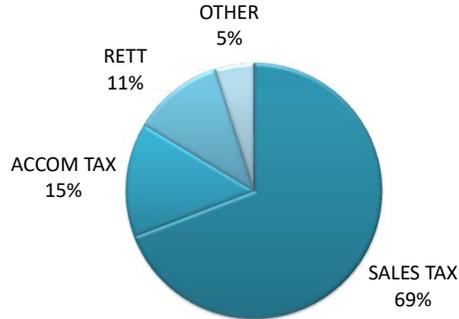
Overall, we are approximately \$.9M above 2025 budgeted revenues in the Excise fund and \$.2M behind prior year. Sales tax is currently \$.1M behind YTD budget, and behind \$.5M in comparison with prior year. Accommodations tax is flat in comparison with YTD budget and behind \$.2M in comparison with prior year. Real Estate Transfer Tax is ahead \$.8M in comparison with YTD budget and ahead \$.1M in comparison with prior year.

See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 16,823,864	\$ 16,944,894	99%	\$ 35,700,000	\$ 17,307,815	\$ 39,635,660
ACCOMMODATIONS TAX	3,515,567	3,594,365	98%	5,500,000	3,740,627	6,119,752
REAL ESTATE TRANSFER	2,780,310	1,970,481	141%	6,000,000	2,640,303	7,420,538
OTHER*	1,199,560	899,429	133%	2,812,053	877,236	3,427,083
TOTAL	\$ 24,319,300	\$ 23,409,169	104%	\$ 50,012,053	\$ 24,565,981	\$ 56,603,033

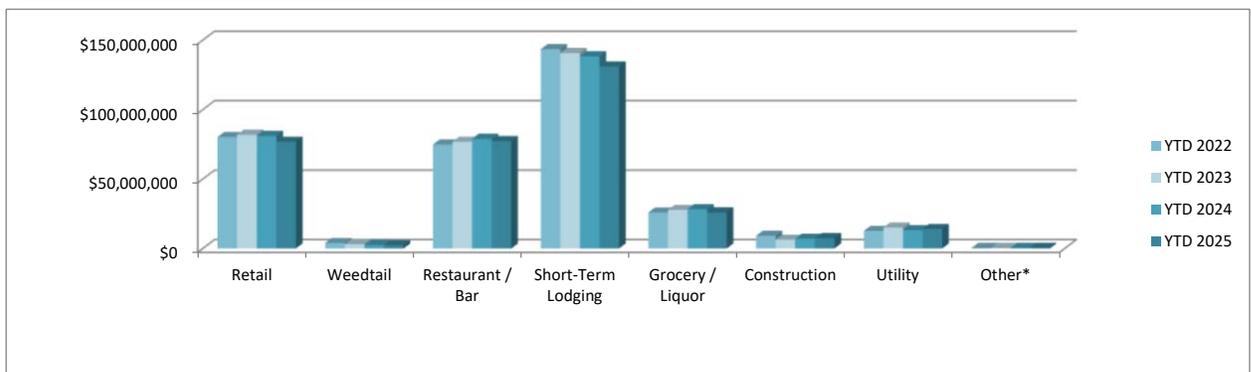
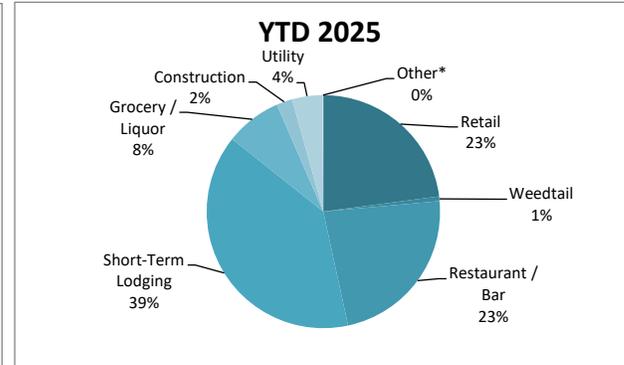
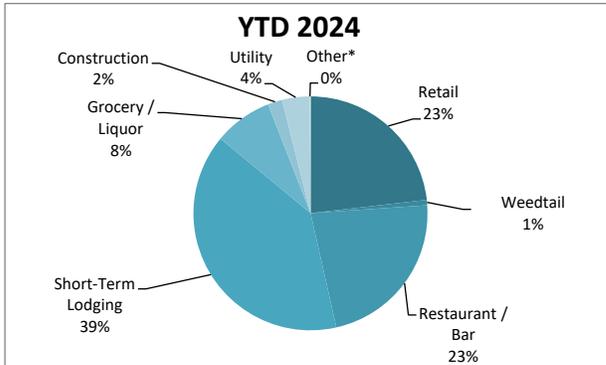
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics: March 2024

Net Taxable Sales by Industry-YTD

Description	YTD 2022	YTD 2023	YTD 2024	2024		2024/2025		2025
				% of Total	YTD 2025	\$ Change	% Change	
Retail	\$80,235,692	\$81,923,450	\$81,010,288	23.15%	\$76,831,226	(\$4,179,062)	-5.16%	22.91%
Weedtail	\$3,991,752	\$3,178,289	\$2,556,405	0.73%	\$2,238,502	(\$317,903)	-12.44%	0.67%
Restaurant / Bar	\$74,846,437	\$76,796,613	\$79,006,317	22.58%	\$77,316,159	(\$1,690,158)	-2.14%	23.05%
Short-Term Lodging	\$143,448,721	\$140,737,792	\$138,336,574	39.53%	\$131,020,737	(\$7,315,837)	-5.29%	39.06%
Grocery / Liquor	\$25,943,430	\$27,735,660	\$28,267,252	8.08%	\$25,996,302	(\$2,270,950)	-8.03%	7.75%
Construction	\$9,144,680	\$6,335,274	\$7,006,271	2.00%	\$7,430,552	\$424,282	6.06%	2.22%
Utility	\$12,645,354	\$15,073,794	\$13,245,658	3.79%	\$14,055,671	\$810,012	6.12%	4.19%
Other*	\$403,358	\$411,072	\$480,610	0.14%	\$531,328	\$50,718	10.55%	0.16%
Total	\$350,659,423	\$352,191,944	\$349,909,374	100.00%	\$335,420,477	(\$14,488,897)	-4.14%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



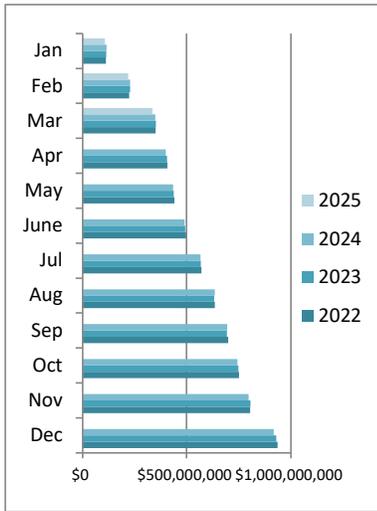
New Items of Note:

- March YTD net taxable sales are currently behind March YTD 2024 by 4.14%.
- For March YTD 2025, there were increases in Construction (6.06%) and in Utility (6.12%) and we saw a decline in Retail (5.16%), Weedtail (12.44%), Restaurant/Bar (2.14%), Short-Term Lodging (5.29%), Grocery/Liquor (8.03%), compared to March YTD 2024.

Notes:

- Short Term Lodging taxes are generally remitted based on reservation date.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

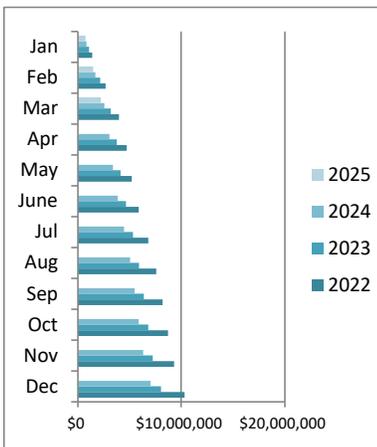
Net Taxable Sales by Sector-Town of Breckenridge Tax Base



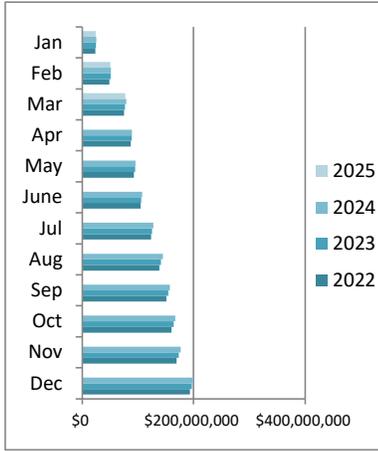
Total Net Taxable Sales					
	2022	2023	2024	2025	% change
					2025 from PY
Jan	\$113,601,532	\$115,064,463	\$115,301,894	\$108,901,286	-5.55%
Feb	\$111,333,795	\$114,271,278	\$113,213,981	\$111,328,911	-1.67%
Mar	\$125,724,096	\$122,856,204	\$121,393,499	\$115,190,280	-5.11%
Apr	\$56,507,395	\$53,675,518	\$49,751,378	\$0	n/a
May	\$34,482,494	\$32,490,580	\$35,835,131	\$0	n/a
Jun	\$56,190,042	\$54,865,977	\$55,363,257	\$0	n/a
Jul	\$73,257,349	\$75,030,616	\$76,675,543	\$0	n/a
Aug	\$64,945,542	\$63,636,254	\$68,259,204	\$0	n/a
Sep	\$63,906,042	\$62,363,412	\$60,168,015	\$0	n/a
Oct	\$51,431,132	\$55,284,367	\$48,107,095	\$0	n/a
Nov	\$53,839,134	\$57,515,931	\$54,388,435	\$0	n/a
Dec	\$131,832,112	\$123,857,604	\$120,683,680	\$0	n/a
YTD	\$350,659,423	\$352,191,944	\$349,909,374	\$335,420,477	-4.14%
Total	\$937,050,665	\$930,912,204	\$919,141,113	\$335,420,477	-63.51%



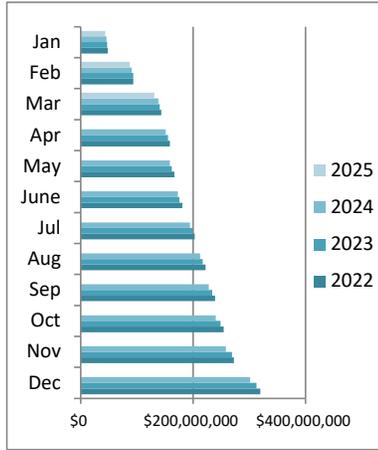
Retail					
	2022	2023	2024	2025	% change
Jan	\$24,256,753	\$25,133,960	\$26,397,588	\$25,468,438	-3.52%
Feb	\$24,760,846	\$25,030,585	\$24,751,950	\$24,185,275	-2.29%
Mar	\$31,218,093	\$31,758,906	\$29,860,750	\$27,177,512	-8.99%
Apr	\$14,378,828	\$14,352,752	\$13,987,549	\$0	n/a
May	\$9,122,858	\$9,263,728	\$10,472,929	\$0	n/a
Jun	\$16,235,593	\$16,183,916	\$15,609,500	\$0	n/a
Jul	\$18,204,247	\$17,782,159	\$20,292,684	\$0	n/a
Aug	\$15,820,254	\$15,067,836	\$17,361,694	\$0	n/a
Sep	\$19,891,414	\$18,156,397	\$17,463,551	\$0	n/a
Oct	\$15,019,671	\$12,991,770	\$13,330,063	\$0	n/a
Nov	\$15,583,167	\$15,037,504	\$15,078,124	\$0	n/a
Dec	\$34,074,549	\$34,347,290	\$33,163,314	\$0	n/a
YTD	\$80,235,692	\$81,923,450	\$81,010,288	\$76,831,226	-5.16%
Total	\$238,566,273	\$235,106,803	\$237,769,696	\$76,831,226	-67.69%



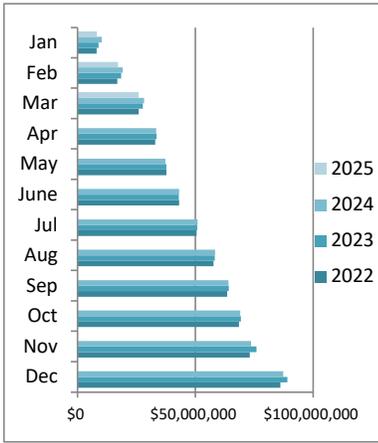
Weedtail					
	2022	2023	2024	2025	% change
Jan	\$1,390,691	\$1,085,499	\$835,116	\$762,521	-8.69%
Feb	\$1,290,570	\$1,071,374	\$866,966	\$737,934	-14.88%
Mar	\$1,310,491	\$1,021,416	\$854,323	\$738,047	-13.61%
Apr	\$732,968	\$577,496	\$490,607	\$0	n/a
May	\$499,512	\$382,445	\$339,210	\$0	n/a
Jun	\$670,484	\$513,462	\$467,638	\$0	n/a
Jul	\$912,870	\$697,911	\$629,419	\$0	n/a
Aug	\$777,363	\$578,590	\$564,981	\$0	n/a
Sep	\$611,456	\$463,014	\$432,168	\$0	n/a
Oct	\$529,983	\$413,804	\$409,174	\$0	n/a
Nov	\$581,583	\$447,069	\$439,585	\$0	n/a
Dec	\$1,014,636	\$785,178	\$703,302	\$0	n/a
YTD	\$3,991,752	\$3,178,289	\$2,556,405	\$2,238,502	-12.44%
Total	\$10,322,606	\$8,037,258	\$7,032,490	\$2,238,502	-68.17%



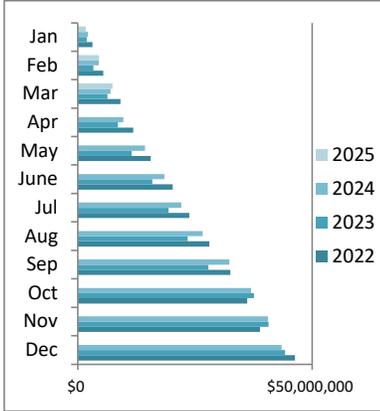
Restaurant / Bar					
	2022	2023	2024	2025	% change
Jan	\$23,591,432	\$25,009,257	\$25,042,953	\$24,155,050	-3.55%
Feb	\$24,974,867	\$25,965,915	\$26,685,736	\$26,202,206	-1.81%
Mar	\$26,280,138	\$25,821,441	\$27,277,628	\$26,958,902	-1.17%
Apr	\$12,415,528	\$12,209,139	\$10,610,820	\$0	n/a
May	\$5,669,343	\$5,883,754	\$5,797,807	\$0	n/a
June	\$11,796,384	\$11,309,552	\$12,348,694	\$0	n/a
Jul	\$18,692,700	\$19,294,325	\$19,761,678	\$0	n/a
Aug	\$14,956,807	\$15,634,593	\$17,307,423	\$0	n/a
Sep	\$12,668,238	\$13,197,620	\$12,809,825	\$0	n/a
Oct	\$9,309,000	\$9,879,709	\$9,489,439	\$0	n/a
Nov	\$9,038,337	\$9,285,260	\$9,752,927	\$0	n/a
Dec	\$24,150,159	\$23,302,685	\$22,813,264	\$0	n/a
YTD	\$74,846,437	\$76,796,613	\$79,006,317	\$77,316,159	-2.14%
Total	\$193,542,933	\$196,793,250	\$199,698,194	\$77,316,159	-61.28%



Short-Term Lodging					
	2022	2023	2024	2025	% change
Jan	\$48,613,697	\$47,461,191	\$45,967,138	\$43,870,565	-4.56%
Feb	\$45,169,344	\$46,133,344	\$45,189,095	\$43,459,179	-3.83%
Mar	\$49,665,680	\$47,143,257	\$47,180,341	\$43,690,993	-7.40%
Apr	\$15,604,892	\$14,586,635	\$12,974,080	\$0	n/a
May	\$7,736,666	\$6,909,765	\$7,543,340	\$0	n/a
June	\$14,461,872	\$13,811,321	\$14,224,167	\$0	n/a
Jul	\$21,720,310	\$23,247,770	\$21,596,573	\$0	n/a
Aug	\$19,219,232	\$18,160,095	\$18,243,238	\$0	n/a
Sep	\$17,238,667	\$16,970,088	\$15,046,851	\$0	n/a
Oct	\$15,303,928	\$14,656,976	\$12,833,524	\$0	n/a
Nov	\$18,013,772	\$20,260,148	\$18,022,896	\$0	n/a
Dec	\$46,904,200	\$43,999,343	\$42,887,826	\$0	n/a
YTD	\$143,448,721	\$140,737,792	\$138,336,574	\$131,020,737	-5.29%
Total	\$319,652,259	\$313,339,934	\$301,709,068	\$131,020,737	-56.57%



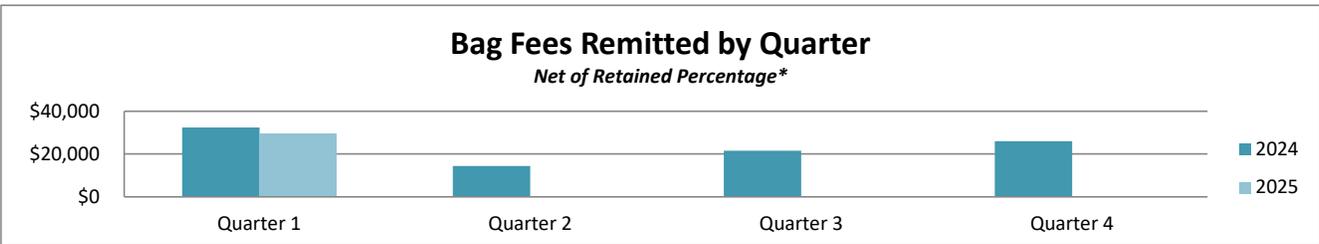
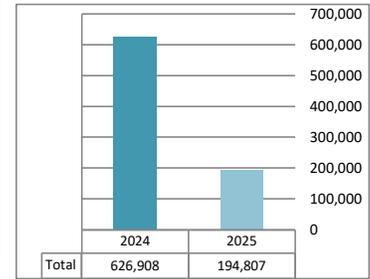
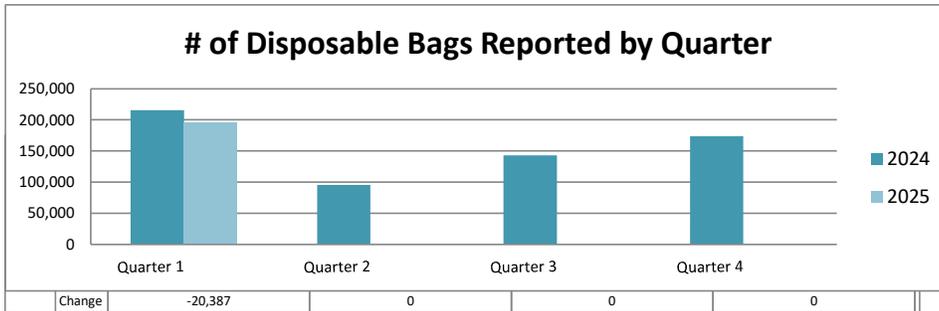
Grocery / Liquor					
	2022	2023	2024	2025	% change
Jan	\$8,170,578	\$8,997,217	\$10,314,078	\$8,198,021	-20.52%
Feb	\$8,753,193	\$9,587,315	\$8,834,611	\$8,981,885	1.67%
Mar	\$9,019,659	\$9,151,128	\$9,118,563	\$8,816,396	-3.31%
Apr	\$6,998,996	\$5,851,774	\$5,078,187	\$0	n/a
May	\$4,744,379	\$4,092,212	\$4,027,368	\$0	n/a
June	\$5,436,849	\$5,335,000	\$5,742,402	\$0	n/a
Jul	\$7,431,072	\$7,828,316	\$7,939,664	\$0	n/a
Aug	\$7,177,335	\$7,441,155	\$7,411,914	\$0	n/a
Sep	\$5,816,776	\$5,964,152	\$5,613,339	\$0	n/a
Oct	\$4,953,494	\$5,140,210	\$5,002,786	\$0	n/a
Nov	\$4,692,648	\$6,579,348	\$4,631,519	\$0	n/a
Dec	\$12,887,729	\$13,094,821	\$13,656,319	\$0	n/a
YTD	\$25,943,430	\$27,735,660	\$28,267,252	\$25,996,302	-8.03%
Total	\$86,082,707	\$89,062,650	\$87,370,750	\$25,996,302	-70.25%



Construction					
	2022	2023	2024	2025	% change
Jan	\$3,154,550	\$1,963,539	\$2,224,327	\$1,722,916	-22.54%
Feb	\$2,342,215	\$1,362,174	\$2,275,602	\$2,833,486	24.52%
Mar	\$3,647,914	\$3,009,560	\$2,506,342	\$2,874,150	14.68%
Apr	\$2,708,904	\$2,261,188	\$2,761,140	\$0	n/a
May	\$3,760,646	\$2,944,308	\$4,560,248	\$0	n/a
Jun	\$4,657,133	\$4,383,451	\$4,174,886	\$0	n/a
Jul	\$3,502,956	\$3,452,440	\$3,617,251	\$0	n/a
Aug	\$4,283,775	\$4,065,081	\$4,542,460	\$0	n/a
Sep	\$4,472,192	\$4,439,649	\$5,722,092	\$0	n/a
Oct	\$3,652,396	\$9,724,811	\$4,568,128	\$0	n/a
Nov	\$2,701,750	\$3,100,448	\$3,630,765	\$0	n/a
Dec	\$7,467,227	\$3,551,490	\$2,916,100	\$0	n/a
YTD	\$9,144,680	\$6,335,274	\$7,006,271	\$7,430,552	6.06%
Total	\$46,351,658	\$44,258,139	\$43,499,342	\$7,430,552	-82.92%

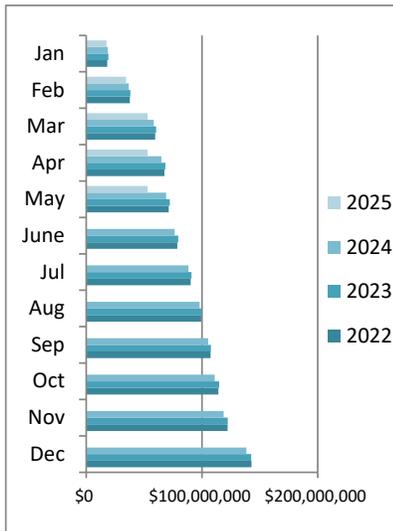
Disposable Bag Fees

The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town’s sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. The fee was increased to \$.25 in 2023.



*As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling. Filing changed to quarterly as of May 2023.

The Tax Basics: Retail Sales Sector Analysis



Retail: In-Town					% change
	2022	2023	2024	2025	from PY
Jan	\$18,184,827	\$19,108,292	\$18,685,618	\$17,534,054	-6.16%
Feb	\$19,508,694	\$19,040,384	\$18,076,194	\$16,857,400	-6.74%
Mar	\$21,827,321	\$22,224,826	\$21,541,501	\$18,719,422	-13.10%
Apr	\$7,998,612	\$8,037,999	\$6,678,666	\$0	n/a
May	\$3,823,449	\$3,867,457	\$4,135,670	\$0	n/a
June	\$7,362,143	\$7,206,004	\$7,301,529	\$0	n/a
Jul	\$11,560,109	\$11,408,584	\$11,921,289	\$0	n/a
Aug	\$9,105,196	\$8,973,043	\$9,687,533	\$0	n/a
Sep	\$8,108,537	\$7,926,583	\$7,399,552	\$0	n/a
Oct	\$6,747,688	\$7,150,142	\$5,667,052	\$0	n/a
Nov	\$7,936,932	\$7,344,425	\$7,662,638	\$0	n/a
Dec	\$20,681,569	\$20,267,586	\$19,622,501	\$0	n/a
YTD	\$59,520,842	\$60,373,502	\$58,303,313	\$53,110,876	-8.91%
Total	\$142,845,077	\$142,555,324	\$138,379,742	\$53,110,876	



Retail: Out-of-Town					% change
	2022	2023	2024	2025	
Jan	\$5,695,992	\$5,991,806	\$7,711,970	\$7,934,384	2.88%
Feb	\$5,221,719	\$5,990,201	\$6,675,756	\$7,327,876	9.77%
Mar	\$9,296,568	\$9,483,667	\$8,269,794	\$8,458,091	2.28%
Apr	\$6,349,353	\$6,314,753	\$7,308,883	\$0	n/a
May	\$5,262,164	\$5,361,363	\$6,337,260	\$0	n/a
June	\$8,828,510	\$8,927,644	\$8,248,424	\$0	n/a
Jul	\$6,610,465	\$6,373,575	\$8,314,096	\$0	n/a
Aug	\$6,681,996	\$6,094,793	\$7,674,161	\$0	n/a
Sep	\$11,736,190	\$10,172,499	\$10,063,999	\$0	n/a
Oct	\$8,235,111	\$5,841,628	\$7,663,011	\$0	n/a
Nov	\$7,614,113	\$7,693,079	\$7,415,487	\$0	n/a
Dec	\$13,342,156	\$14,001,890	\$13,540,812	\$0	n/a
YTD	\$20,214,278	\$21,465,673	\$22,657,520	\$23,720,350	4.69%
Total	\$94,874,336	\$92,246,898	\$99,223,652	\$23,720,350	



New Items of Note:

- In-Town Retail sales comprise businesses that are in Town limits. The sector had an overall decrease of 13.10% in March 2025 as compared to 2024. The Out-of-Town Retail Sales comprise businesses that are out of Town limits, whose products and services are delivered inside Town limits. This sector had an overall increase in sales of 2.28% for March 2025 compared to 2024.

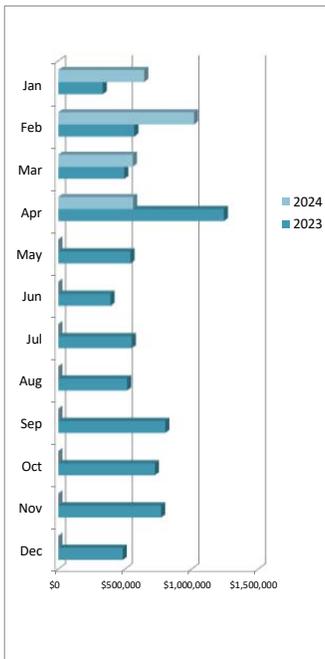
Real Estate Transfer Tax

New Items of Note:

- Revenue April is ahead \$.8M to budget and ahead \$.1M to prior year.
- Single Family sales account for the majority of the sales (35.28%), with Timeshare sales in the second position of highest sales (21.50%) subject to the tax. Timeshare sales are ahead YTD by (5%).
- The variability in RETT revenue compared to 2024 is primarily due to a few commercial and vacant land sales that occurred in January and February of 2025, including the sale of several high-priced single-family homes. Additionally, in April 2024, there was a significant commercial transaction that did not have a comparable counterpart in April 2025. This makes April 2025 appear lower by comparison, but the difference is simply a matter of timing regarding when large commercial sales were recorded.

Continuing Items of Note:

- 2024 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



Total RETT						
	2023	2024	2025	% change	2025 budget	+/- Budget
Jan	\$366,761	\$334,088	\$643,773	92.70%	\$322,424	\$321,349
Feb	\$445,546	\$569,686	\$1,018,132	78.72%	\$463,127	\$555,006
Mar	\$431,380	\$495,625	\$558,164	12.62%	\$424,005	\$134,159
Apr	\$456,127	\$1,240,904	\$560,240	-54.85%	\$760,925	-\$200,684
May	\$478,584	\$540,842	\$0	n/a	\$466,470	n/a
Jun	\$278,784	\$392,088	\$0	n/a	\$305,321	n/a
Jul	\$617,133	\$550,835	\$0	n/a	\$537,592	n/a
Aug	\$574,378	\$515,499	\$0	n/a	\$501,580	n/a
Sep	\$1,139,485	\$802,713	\$0	n/a	\$899,145	n/a
Oct	\$553,836	\$723,645	\$0	n/a	\$508,399	n/a
Nov	\$384,307	\$770,442	\$0	n/a	\$352,778	n/a
Dec	\$499,188	\$484,061	\$0	n/a	\$458,234	n/a
YTD	\$1,699,815	\$2,640,303	\$2,780,310	5.30%	\$6,000,000	\$809,829
Total	\$6,872,481	\$7,420,428	\$2,780,310		\$6,000,000	

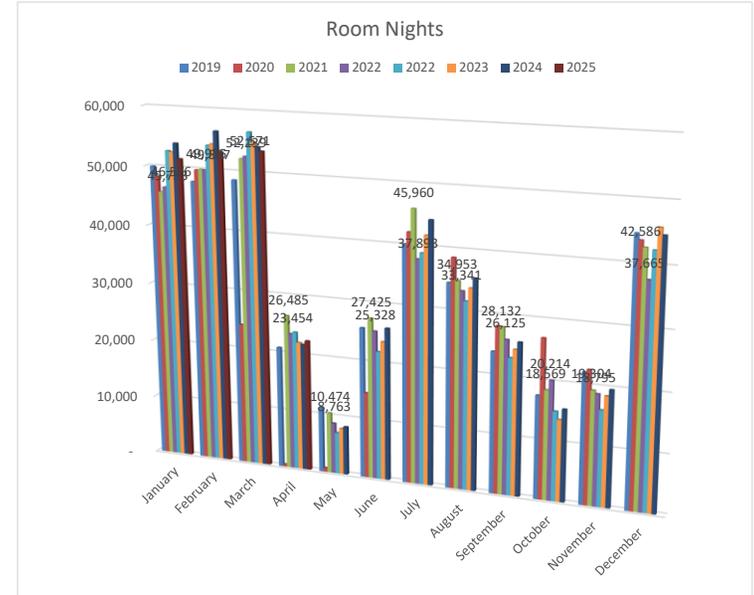


by Category					
Description	2024 YTD	2025 YTD	\$ change	% change	% of Total
Commercial	\$ 238,260	\$ 170,250	\$ (68,010)	-28.54%	6.12%
Condominium	\$ 620,815	\$ 485,700	\$ (135,115)	-21.76%	17.47%
Timeshare	\$ 569,367	\$ 597,862	\$ 28,495	5.00%	21.50%
Single Family	\$ 694,730	\$ 980,940	\$ 286,210	41.20%	35.28%
Townhome	\$ 232,766	\$ 222,230	\$ (10,536)	-4.53%	7.99%
Vacant Land	\$ 284,365	\$ 323,328	\$ 38,963	13.70%	11.63%
Total	\$ 2,640,303	\$ 2,780,310	\$ 140,007	5.30%	100.00%

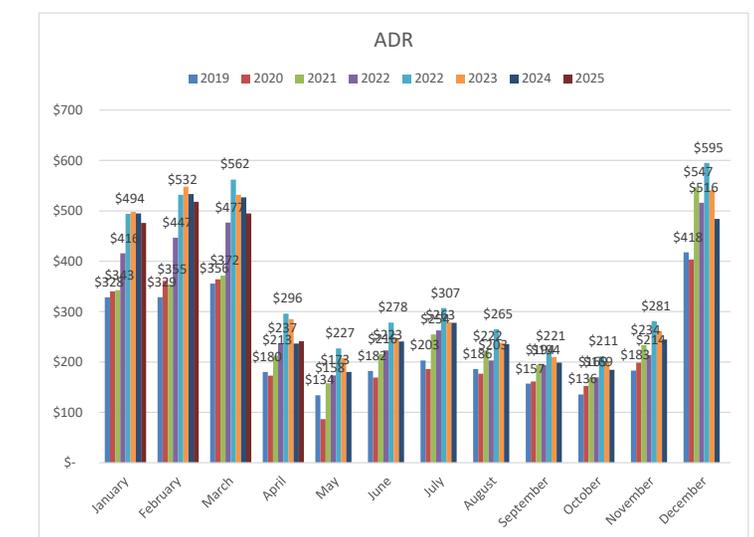
Breckenridge - Source DMX RAO

Occupied Room

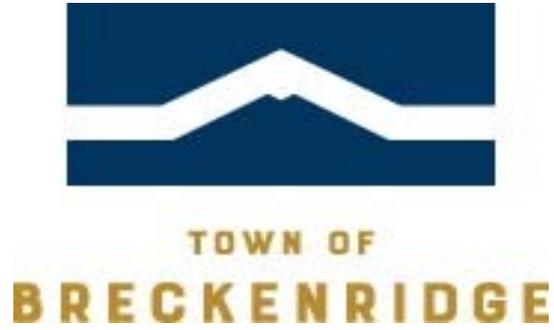
Nights	DMX	DMX	DMX	DMX	Key Data	Key Data	Key Data	Key Data
	2019	2020	2021	2022	2022	2023	2024	2025
January	49,948	48,246	45,733	46,576	52,702	52,550	54,021	51,466
February	47,850	49,813	49,935	49,887	53,997	54,277	56,406	53,032
March	48,554	24,202	52,139	52,571	56,570	54,906	54,245	53,573
April	20,895	350	26,485	23,454	23,804	22,080	21,816	22,504
May	11,274	637	10,474	8,763	7,152	7,999	8,367	
June	25,696	14,696	27,425	25,328	21,948	23,690	26,012	
July	40,131	42,162	45,960	37,893	38,934	41,839	44,359	
August	34,515	38,623	34,953	33,341	31,745	33,922	35,575	
September	23,973	28,205	28,132	26,125	23,217	24,641	25,888	
October	17,516	26,959	18,569	20,214	15,202	13,895	15,684	
November	22,132	22,574	19,304	18,795	16,252	18,613	19,692	
December	44,693	43,650	42,586	37,665	42,276	45,823	44,670	
Total	387,177	340,117	401,695	380,612	383,799	394,235	406,735	180,575



ADR	DMX	DMX	DMX	DMX	Key Data	Key Data	Key Data	Key Data
	2019	2020	2021	2022	2022	2023	2024	2025
January	\$ 328	\$ 340	\$ 343	\$ 416	\$ 494	\$ 498	\$ 495	\$ 476
February	\$ 329	\$ 361	\$ 355	\$ 447	\$ 532	\$ 548	\$ 533	\$ 518
March	\$ 356	\$ 364	\$ 372	\$ 477	\$ 562	\$ 532	\$ 527	\$ 495
April	\$ 180	\$ 173	\$ 213	\$ 237	\$ 296	\$ 285	\$ 237	\$ 241
May	\$ 134	\$ 87	\$ 158	\$ 173	\$ 227	\$ 208	\$ 180	
June	\$ 182	\$ 169	\$ 216	\$ 223	\$ 278	\$ 247	\$ 241	
July	\$ 203	\$ 186	\$ 254	\$ 263	\$ 307	\$ 279	\$ 278	
August	\$ 186	\$ 177	\$ 222	\$ 203	\$ 265	\$ 238	\$ 235	
September	\$ 157	\$ 161	\$ 194	\$ 194	\$ 221	\$ 210	\$ 199	
October	\$ 136	\$ 152	\$ 169	\$ 169	\$ 211	\$ 199	\$ 184	
November	\$ 183	\$ 199	\$ 234	\$ 214	\$ 281	\$ 261	\$ 244	
December	\$ 418	\$ 404	\$ 547	\$ 516	\$ 595	\$ 541	\$ 484	
Average	\$ 233	\$ 231	\$ 273	\$ 294	\$ 356	\$ 337	\$ 320	\$ 433



December 2024 - Key Data 52 properties, 3,275 units
 February 2025 Key Data 55 properties, 3,282 units



April 30, 2025

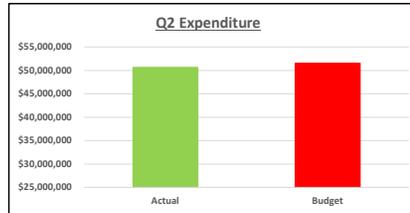
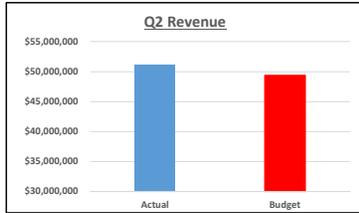
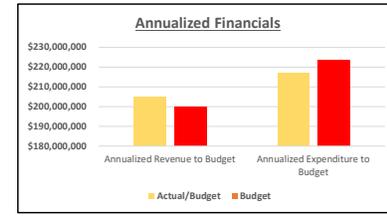
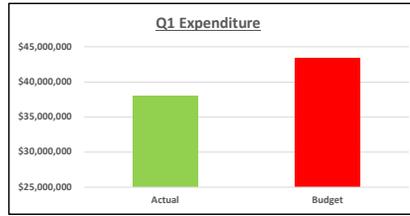
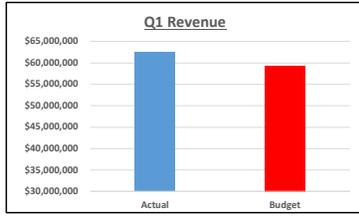
Financial Statement

Town of Breckenridge April 2025 Financial Review

Budget Year Ending: 12/31/2025

Current Month Ending: 4/30/2025

	Q1			Q2			Q3			Q4			FY2025		
	Actual	Budget	Variance	Actual/budget	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
Beg. Fund Balance															
Revenue	\$ 62,465,435	\$ 59,308,937	\$ 3,156,498	\$ 51,106,758	\$ 49,405,174	\$ 1,701,584	\$ 45,698,101	\$ 45,698,101	\$ -	\$ 45,729,298	\$ 45,729,298	\$ -	\$ 204,999,592	\$ 200,141,510	\$ 4,858,082
Expenditure	\$ (37,976,846)	\$ (43,433,469)	\$ 5,456,624	\$ (50,620,293)	\$ (51,508,379)	\$ 888,085	\$ (68,794,485)	\$ (68,794,485)	\$ -	\$ (59,855,605)	\$ (59,855,605)	\$ -	\$ (217,247,229)	\$ (223,591,938)	\$ 6,344,709
Net Income	\$ 24,488,589	\$ 15,875,468	\$ 8,613,121	\$ 486,465	\$ (2,103,204)	\$ 2,589,670	\$ (23,096,384)	\$ (23,096,384)	\$ -	\$ (14,126,307)	\$ (14,126,307)	\$ -	\$ (12,247,637)	\$ (23,450,428)	\$ 11,202,791
End. Fund Balance															



YTD comments

Revenue

- Accom Regulatory Fee \$ (69,442) Reduced licenses
- Cost Sharing \$ 203,860 OST-Summit Cty Jackpot property \$70K, Thor \$134K
- CRCA \$ 1,178,054 Utility-CO River COOP Agreement
- Employee Loan Payoff \$ 104,016 Housing-EDAP payoff
- Employee Paid Premiums \$ (109,717) Employee vacancy & Benefit credit
- Fleet Sale of Assets \$ (421,700) Budget phasing
- Grants \$ 351,729 FTA 5311 phasing
- Housing Helps Contribution \$ 184,460 Budget phasing
- Insurance Recoveries \$ 99,476 Golf-Skid Steer, Garage-Proterra Bus 9234
- Investment Income \$ 1,025,723 Return on investments
- Renewable Energy \$ 104,242 Sust-July 2024-Dec 2024 ULLR/SOL Community Solar Platform
- Rental Income \$ (244,065) Ullr rent concessions due to heat
- RETT \$ 809,829 Single Family homes
- Stop Loss/Medical Rebates \$ 202,397 Budget favorable
- Tax-Franchise \$ 122,307 Budget phasing
- Tax-General Property \$ (43,247) Budget phasing
- Tax-Lift Ticket \$ 192,901 Budget phasing
- Tax-Nicotine \$ 109,794 Budget phasing
- Tax-Sales \$ 731,210 Budget phasing
- \$ 4,531,827

Expenditure

- Payroll \$ 342,587 Vacancy rate & Benefit credit
- Material & Supplies \$ 304,374 Budget phasing, all funds
- Charges for Services \$ 1,714,919 Budget phasing, all funds
- Charges for Services \$ (264,924) Phasing-Buy Downs
- Charges for Services \$ (404,792) Phasing-Housing Helps
- Charges for Services \$ (846,992) Block 11 R&M
- Charges for Services \$ (796,863) BTO budget phasing
- Charges for Services \$ (150,000) Sustainability-MT 2030 Conference Fees
- Minor Capital \$ 5,427,954 Budget phasing (OST, Utility)
- Grants \$ (125,000) NRO, Breck Film, and Breck Backstage Theater
- Grants \$ (105,000) Breck Create SPARK
- Grants \$ 182,322 Budget phasing, all funds
- Debt Interest \$ 322,514 Phasing-Reverse accrual CWRPDA loan interest
- Debt Interest \$ 652,013 Phasing-2020 COP
- \$ 6,253,112

**ALL FUNDS
REVENUE AND EXPENDITURE SUMMARY
INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES**

	BUDGET FY25	YTD			MONTH		
		ACTUAL FY25 YTD	BUDGET FY25 YTD	ACTUAL vs BUDGET FY25 YTD	ACTUAL APR	BUDGET APR	ACTUAL vs BUDGET APR
FUND BALANCE, JANUARY 1, 2025	\$ 260,069,341	\$ 260,069,341	\$ 260,069,341				
REVENUE SUMMARY							
GENERAL GOVERNMENT (GF)	\$ 87,800	\$ 18,153	\$ 28,964	\$ (10,811)	\$ 5,996	\$ 7,141	\$ (1,145)
EXECUTIVE MANAGEMENT (GF)	\$ 1,394,000	\$ 556,831	\$ 456,874	\$ 99,957	\$ 138,593	\$ 128,248	\$ 10,346
MISCELLANEOUS (GF)	\$ 28,953,739	\$ 10,417,516	\$ 10,221,177	\$ 196,338	\$ 2,486,077	\$ 2,470,963	\$ 15,113
FINANCE (GF)	\$ 14,500	\$ 18,311	\$ 13,500	\$ 4,811	\$ 2,461	\$ 125	\$ 2,336
PUBLIC SAFETY (GF)	\$ 77,050	\$ 13,553	\$ 10,299	\$ 3,255	\$ 808	\$ 2,463	\$ (1,655)
COMMUNITY DEVELOPMENT (GF)	\$ 1,307,830	\$ 358,341	\$ 372,198	\$ (13,857)	\$ 246,671	\$ 152,392	\$ 94,279
PUBLIC WORKS (GF)	\$ 926,484	\$ 359,116	\$ 373,503	\$ (14,387)	\$ 228,658	\$ 210,912	\$ 17,746
RECREATION (GF)	\$ 4,740,971	\$ 2,091,753	\$ 1,988,342	\$ 103,411	\$ 449,022	\$ 421,401	\$ 27,621
UTILITY FUND	\$ 13,883,167	\$ 4,871,214	\$ 3,261,404	\$ 1,609,810	\$ 1,033,602	\$ 740,921	\$ 292,681
CAPITAL FUND	\$ 10,057,444	\$ 3,385,382	\$ 3,265,233	\$ 120,149	\$ 858,298	\$ 811,479	\$ 46,819
MARKETING FUND	\$ 5,340,272	\$ 3,004,177	\$ 2,859,254	\$ 144,923	\$ 762,956	\$ 751,548	\$ 11,407
GOLF COURSE FUND	\$ 4,698,395	\$ 519,950	\$ 626,098	\$ (106,148)	\$ 209,343	\$ 455,093	\$ (245,750)
EXCISE TAX FUND	\$ 50,012,053	\$ 24,319,300	\$ 23,409,169	\$ 910,131	\$ 6,405,777	\$ 6,611,120	\$ (205,343)
WORKFORCE HOUSING FUND	\$ 21,726,963	\$ 6,905,040	\$ 6,290,057	\$ 614,983	\$ 2,176,871	\$ 1,348,215	\$ 828,656
OPEN SPACE ACQUISITION FUND	\$ 3,990,210	\$ 2,554,205	\$ 1,981,255	\$ 572,950	\$ 663,016	\$ 522,672	\$ 140,344
CONSERVATION TRUST FUND	\$ 55,542	\$ 15,231	\$ 13,931	\$ 1,300	\$ 85	\$ 36	\$ 49
GARAGE SERVICES FUND	\$ 6,262,986	\$ 1,885,859	\$ 1,993,553	\$ (107,694)	\$ 501,737	\$ 441,924	\$ 59,814
INFORMATION TECHNOLOGY FUND	\$ 2,228,384	\$ 747,980	\$ 742,795	\$ 5,185	\$ 187,872	\$ 185,023	\$ 2,850
FACILITIES MAINTENANCE FUND	\$ 3,698,254	\$ 1,330,063	\$ 1,296,513	\$ 33,551	\$ 385,427	\$ 369,738	\$ 15,689
SPECIAL PROJECTS FUND	\$ 3,768,498	\$ 1,258,430	\$ 1,256,166	\$ 2,264	\$ 314,994	\$ 313,733	\$ 1,261
MARIJUANA FUND	\$ 420,521	\$ 183,660	\$ 180,778	\$ 2,882	\$ 47,726	\$ 43,402	\$ 4,325
CEMETERY FUND	\$ 26,029	\$ 3,816	\$ 2,310	\$ 1,506	\$ 1,187	\$ 462	\$ 725
CHILD CARE FUND	\$ 479,226	\$ 186,109	\$ 159,742	\$ 26,367	\$ 50,759	\$ 37,348	\$ 13,410
PARKING & TRANSPORTATION FUND	\$ 15,090,812	\$ 7,181,345	\$ 6,689,312	\$ 492,032	\$ 2,073,247	\$ 1,597,112	\$ 476,135
HEALTH BENEFITS FUND	\$ 5,509,273	\$ 1,951,832	\$ 1,852,959	\$ 98,873	\$ 496,690	\$ 426,536	\$ 70,154
SUSTAINABILITY FUND	\$ 5,148,546	\$ 1,668,444	\$ 1,530,164	\$ 138,280	\$ 395,877	\$ 369,819	\$ 26,058
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,035,945	\$ 6,797,168	\$ 6,869,149	\$ (71,981)	\$ 13,594	\$ 15,936	\$ (2,342)
TOTAL REVENUES	\$ 196,934,894	\$ 82,602,779	\$ 77,744,697	\$ 4,858,082	\$ 20,137,344	\$ 18,435,760	\$ 1,701,584
EXPENDITURES BY CATEGORY							
PERSONNEL	\$ 39,956,196	\$ 12,590,936	\$ 13,032,079	\$ 441,143	\$ 3,033,603	\$ 3,063,353	\$ 29,750
MATERIALS & SUPPLIES	\$ 6,143,516	\$ 1,642,131	\$ 1,946,505	\$ 304,374	\$ 518,822	\$ 579,460	\$ 60,639
CHARGES FOR SERVICES	\$ 36,449,290	\$ 10,261,142	\$ 9,512,490	\$ (748,652)	\$ 2,970,236	\$ 2,449,933	\$ (520,303)
MINOR CAPITAL	\$ 56,750,656	\$ 2,303,198	\$ 7,731,152	\$ 5,427,954	\$ 1,208,326	\$ 1,791,383	\$ 583,057
FIXED CHARGES	\$ 1,137,879	\$ 1,080,652	\$ 1,074,561	\$ (6,091)	\$ 259	\$ 15,172	\$ 14,912
DEBT SERVICES	\$ 7,077,554	\$ 85,738	\$ 1,059,397	\$ 973,659	\$ 5,225	\$ 657,105	\$ 651,879
GRANTS/CONTINGENCIES	\$ 4,792,755	\$ 2,402,803	\$ 2,355,125	\$ (47,678)	\$ 798,724	\$ 866,875	\$ 68,151
ALLOCATION	\$ 5,108,808	\$ 1,702,936	\$ 1,702,936	\$ -	\$ 425,734	\$ 425,734	\$ -
TRANSFERS	\$ 59,472,964	\$ 19,824,321	\$ 19,824,321	\$ -	\$ 4,956,080	\$ 4,956,080	\$ -
TOTAL EXPENDITURES BY CATEGORY	\$ 216,889,618	\$ 51,893,856	\$ 58,238,565	\$ 6,344,709	\$ 13,917,010	\$ 14,805,095	\$ 888,085
EXPENDITURES BY PROGRAM							
GENERAL GOVERNMENT (GF)	\$ 1,094,541	\$ 327,055	\$ 399,738	\$ 72,683	\$ 66,775	\$ 84,586	\$ 17,811
EXECUTIVE MANAGEMENT (GF)	\$ 4,268,479	\$ 1,337,562	\$ 1,608,698	\$ 271,136	\$ 435,803	\$ 286,662	\$ (149,141)
MISCELLANEOUS (GF)	\$ 1,053,401	\$ 285,782	\$ 182,890	\$ (102,892)	\$ 44,764	\$ 30,463	\$ (14,300)
FINANCE (GF)	\$ 1,425,755	\$ 516,109	\$ 500,398	\$ (15,711)	\$ 121,011	\$ 107,067	\$ (13,944)
PUBLIC SAFETY (GF)	\$ 5,941,562	\$ 2,023,836	\$ 1,985,092	\$ (38,744)	\$ 538,610	\$ 504,537	\$ (34,074)
COMMUNITY DEVELOPMENT (GF)	\$ 2,354,545	\$ 775,405	\$ 837,192	\$ 61,787	\$ 151,417	\$ 183,791	\$ 32,374
PUBLIC WORKS (GF)	\$ 10,737,350	\$ 3,402,626	\$ 3,766,349	\$ 363,722	\$ 737,079	\$ 823,685	\$ 86,607
RECREATION (GF)	\$ 7,945,168	\$ 2,541,446	\$ 2,638,841	\$ 97,395	\$ 612,510	\$ 583,333	\$ (29,177)
UTILITY FUND	\$ 16,389,927	\$ 1,185,600	\$ 3,490,716	\$ 2,305,116	\$ 298,556	\$ 315,028	\$ 16,472
CAPITAL FUND	\$ 23,996,447	\$ 423,280	\$ 2,243,788	\$ 1,820,507	\$ 80,008	\$ 728,923	\$ 648,915
MARKETING FUND	\$ 6,265,075	\$ 2,849,017	\$ 2,093,737	\$ (755,281)	\$ 712,879	\$ 520,455	\$ (192,425)
GOLF COURSE FUND	\$ 5,632,841	\$ 661,477	\$ 1,493,419	\$ 831,942	\$ 330,479	\$ 1,167,108	\$ 836,630
EXCISE TAX FUND	\$ 51,072,325	\$ 16,858,847	\$ 16,855,635	\$ (3,212)	\$ 4,219,033	\$ 4,216,865	\$ (2,168)
WORKFORCE HOUSING FUND	\$ 22,711,449	\$ 4,689,661	\$ 2,373,574	\$ (2,316,087)	\$ 1,660,678	\$ 432,003	\$ (1,228,676)
OPEN SPACE ACQUISITION FUND	\$ 6,107,040	\$ 517,180	\$ 2,512,526	\$ 1,995,346	\$ 146,011	\$ 109,551	\$ (36,460)
CONSERVATION TRUST FUND	\$ 55,010	\$ 18,335	\$ 18,336	\$ 1	\$ 4,585	\$ 4,586	\$ 1
GARAGE SERVICES FUND	\$ 7,460,884	\$ 1,243,345	\$ 1,115,437	\$ (127,908)	\$ 257,647	\$ 234,178	\$ (23,469)
INFORMATION TECHNOLOGY FUND	\$ 2,319,876	\$ 652,711	\$ 737,781	\$ 85,070	\$ 174,195	\$ 176,814	\$ 2,620
FACILITIES MAINTENANCE FUND	\$ 2,636,518	\$ 127,950	\$ 557,677	\$ 429,727	\$ 55,290	\$ 304,488	\$ 249,198
SPECIAL PROJECTS FUND	\$ 4,397,000	\$ 2,064,781	\$ 2,123,500	\$ 58,719	\$ 626,791	\$ 829,250	\$ 202,459
MARIJUANA FUND	\$ 391,868	\$ 126,324	\$ 137,982	\$ 11,658	\$ 26,016	\$ 37,424	\$ 11,408
CEMETERY FUND	\$ 25,600	\$ 686	\$ 15,667	\$ 14,981	\$ 186	\$ 167	\$ (19)
CHILD CARE FUND	\$ 2,334,075	\$ 358,269	\$ 601,200	\$ 242,931	\$ 389	\$ 200,000	\$ 199,611
PARKING & TRANSPORTATION FUND	\$ 14,311,416	\$ 3,917,807	\$ 4,759,371	\$ 841,564	\$ 1,023,648	\$ 1,624,801	\$ 601,152
HEALTH BENEFITS FUND	\$ 5,400,079	\$ 1,558,207	\$ 1,648,505	\$ 90,297	\$ 487,001	\$ 468,959	\$ (18,042)
SUSTAINABILITY FUND	\$ 3,621,112	\$ 1,093,872	\$ 1,216,897	\$ 123,025	\$ 531,978	\$ 257,134	\$ (274,843)
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 6,940,275	\$ 2,336,688	\$ 2,323,621	\$ (13,067)	\$ 573,674	\$ 573,239	\$ (435)
TOTAL EXPENDITURES BY PROGRAM	\$ 216,889,618	\$ 51,893,856	\$ 58,238,565	\$ 6,344,709	\$ 13,917,010	\$ 14,805,095	\$ 888,085
PROJECTED FUND BALANCE DECEMBER 31, 2024	\$ 240,114,617	\$ 290,778,263	\$ 279,575,473				



TOWN OF
BRECKENRIDGE

Memo

To: Town Council
From: Shannon Haynes, Town Manager
Date: May 20, 2025 (for 5/27/2025 Council meeting)
Subject: Breck Creative Arts Amended and Restated Funding and Operating Agreement

Town Council Goals (Check all that apply)

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

Summary

The Town and Breck Creative Arts (BCA) staff, along with some members of the BCA Board, have worked toward the terms in the attached Amended and Restated Funding and Operating Agreement. This agreement outlines the funding and operating terms for BCA for the coming years. Staff requests Council review the attached draft agreement and outline any potential edits so staff can proceed with approval of the agreement.

Background

The Town supported the formation of Breck Creative Arts in 2014 after developing the Arts District and having the Town-run Arts District become too time consuming for existing staff. As a separate non-profit, BCA was able to focus on arts programming, and the District continued to expand enhanced performances, exhibits and programmatic offerings. (Note: The Arts District includes The Eclipse Theater, Riverwalk Center, Backstage Theater, and Ridge Street Arts Square)

Purpose

The agreement outlines items including but not limited to, the role and responsibilities of BCA to promote the arts in Breckenridge, respond to and support the Resident Companies, manage the Town-owned facilities and public art, and responsibly manage the budget.

Term

The agreement term ends on December 31, 2026 and will automatically renew for successive one-year terms unless terminated per written notice as outlined in the agreement.

Budget and Audit

The Town funds all fixed facility costs for the Town-owned properties throughout the Arts District and provides an annual budget amount for BCA operations as determined during the annual Town budget review process. The Town will review the BCA financials annually as part of the agreement.

Facility User Complaint Resolution (Between BCA and Facility Users) and Community Complaints
New sections have been included in the agreement outlining conflict resolution procedures.

Public outreach/engagement

There has been no public outreach or engagement on this agreement as it is between two parties. However, Town staff has consciously made an effort to address issues specific to Resident Companies that were not in any previous agreement where appropriate.

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.

Financial Implications

There is no financial commitment associated with this agreement. However, the agreement does address financial budgeting and an annual audit process to promote transparency.

Equity Lens

The equity lens does not specifically apply to this internal, two-party agreement. However, BCA, as a representative of the community, has been a strong supporter of DEI principles and provides a broad representation in their offerings.

Staff Recommendation

Staff finds the attached agreement acceptable and will be available for any questions. The agreement does not require a hearing process. Should the Council find the terms of the agreement acceptable, the Council could approve the agreement at this work session or direct staff to make modifications.

Attachments:

1. Amended and Reinstated Funding and Operating Agreement with Attachments
2. Key Intentions from BCA

1
2
3 ***APRIL 1, 2025 DRAFT***

4 **AMENDED AND RESTATED FUNDING AND OPERATING AGREEMENT**

5 This Amended and Restated Funding and Operating Agreement (this “**Agreement**”) is
6 dated _____, 2025 and is between the TOWN OF BRECKENRIDGE, a
7 Colorado municipal corporation (the “**Town**”) and the BRECKENRIDGE CREATIVE ARTS, a
8 Colorado nonprofit corporation (“**BCA**”).
9

10 WHEREAS, BCA is a Colorado non-profit corporation incorporated in 2014 for the
11 primary purpose of promoting Breckenridge as a vibrant, year-round creative destination by
12 developing inspiring collaborative experiences that engage community members, attract visitors
13 and enrich the lives of the residents of Breckenridge, Colorado; and
14

15 WHEREAS, the parties have mutually agreed to evolve the primary purpose of BCA to
16 deliver inspiring creative experiences that enrich the quality of life and quality of place for all
17 who live, work or play in Breckenridge; and
18

19 WHEREAS, the Town paid the cost of BCA’s incorporation as a non-profit corporation,
20 and has provided substantial additional funding for BCA since its incorporation; and
21

22 WHEREAS, the Town and BCA entered into a Funding Agreement in 2014 (“Original
23 Agreement”) which Original Agreement formed the basis for the Parties relationship; and
24

25 WHEREAS, the Parties anticipate that the Town will continue to provide substantial
26 funding for BCA in the foreseeable future; and
27

28 WHEREAS, changes have occurred in the community since the Original Agreement and
29 the Parties wish to further define and account for their respective duties and responsibilities; and
30

31 WHEREAS, the parties desire to amend and restate their agreement to capture the
32 additional aspects of their agreement between them, all as more fully set forth in this Agreement.
33

34 NOW, THEREFORE, the parties agree as follows:
35

36 1. Term.
37

- 38 A. The initial term of this Agreement commences as of the date of this Agreement,
39 and ends, subject to earlier termination as provided in this Agreement, on
40 December 31, 2026.

AGREEMENT

- 1 B. On December 31, 2026, and on each subsequent December 31st thereafter, this
 2 Agreement will automatically renew for successive terms of one year each until
 3 such time as either the Town or BCA gives written notice of termination.
 4 Beginning September 30, 2026, either party may terminate this Agreement,
 5 without cause and without liability for breach of this Agreement, upon written
 6 notice to the other party given prior to September 30th of any year. Upon the
 7 giving of timely notice this Agreement will terminate (and will not be renewed)
 8 on the next December 31st following the giving of the written notice of
 9 termination.
- 10 2. Duties of BCA. In return for the funding provided by the Town, BCA will manage and
 11 lead the creative economic development of the Town and support Town Council and
 12 community goals by meeting the below requirements:
- 13 A. cultivating the Town’s cultural assets and increasing the visibility of the
 14 Breckenridge Arts District as defined on Attachment A hereto and incorporated
 15 hereby (“District”) within the community.
- 16 B. supporting and collaborating with local artists, organizations, and businesses that
 17 are mission-aligned and foster mutually beneficial relationships and programming
 18 with the goal of helping them to thrive by working toward success for all.
- 19 C. maintaining and managing the Town’s Public Art Collection as defined on
 20 Attachment B and exceptional venues which constitute the District, and providing
 21 event services and a box office to enable Resident Companies, special event
 22 partners, promoters, and rental groups to utilize District venues. “Resident
 23 Companies” means the following organizations that Town has granted long-term
 24 leases or usage of Town cultural venues and any additional organizations
 25 mutually agreed upon by the parties in writing: Breckenridge Backstage Theater,
 26 Breck Film, Breckenridge History, Breckenridge Tourism Office and National
 27 Repertory Orchestra. Expectations include, but are not limited to:
- 28 1. Consulting with Resident Companies regarding capital improvements to
 29 their respective buildings.
- 30 2. Overseeing and implementing the in-kind facility usage grant process on
 31 behalf of the Town to enable special event partners.
- 32 D. activating the District on a year-round basis with offerings aimed at full-time
 33 residents, part-time residents, visitors already in Summit County and other diverse
 34 audiences in Breckenridge by:
- 35 1. presenting high-quality performing arts events and visual arts exhibitions.

AGREEMENT

- 1 2. providing education and community engagement opportunities with a
2 focus on art-making experiences and opportunities for creative play.
- 3 3. curating and organizing public art projects, gallery walks, studio visits,
4 and residency programs enriching the lives of its citizens and attracting
5 visitors worldwide.
- 6 4. working collaboratively with Breckenridge History as appropriate to
7 integrate historical education and engagement into cultural arts in the
8 Town.
- 9 5. entering into agreements with third-party vendors and resident companies
10 as needed for the effective management of programs and venues as
11 described in Section 2 (C).
- 12 E. providing such other duties as may be agreed upon from time to time by the Town
13 and BCA.
- 14 F. Specific objectives, as generally set forth in Attachment C, to support delivery of
15 the duties described herein shall be incorporated into BCA’s Annual Operating
16 Plan, which will be provided to the Town Manager no later than June 1st of each
17 year. At minimum, the Town, through its role on the BCA Board of Directors
18 and/or the reporting process described herein, will review and provide timely
19 feedback on the plan prior to the submission of the **proposed annual budget**
20 described in Section 3.B, including the metrics of success set forth in Attachment
21 C, to ensure it is mutually agreeable.
- 22
- 23 3. BCA’s Annual Budget and Audit.
- 24 A. Subject to the provisions of this Subsection (A), Town agrees to use its best
25 efforts to provide BCA with adequate funding throughout the term of this
26 Agreement to allow BCA to perform its obligations under this Agreement. To that
27 end, Town agrees that, beginning with the Town’s 2026 annual budget, and
28 throughout the term of this Agreement, the Town Manager will collaborate with
29 BCA to annually prepare and submit to the Town Council a request for an
30 appropriation of a sufficient amount, in the Town Manger’s determination, to
31 allow BCA to perform its obligations under this Agreement including event
32 services, management and upkeep of town assets and facilities, and arts district
33 programming. It is the present intention and expectation of the Town Council to
34 appropriate such funds for the benefit of BCA throughout the term of this
35 Agreement, but this declaration of intent shall not be binding upon the Town
36 Council or any future Town Council in any future fiscal year, except to the extent

AGREEMENT

1 of any previously appropriated funds. The Town Council may determine in its
2 sole discretion, but shall never be required, to make the appropriations so
3 contemplated. Nothing provided in this Section 3(A) shall create or constitute a
4 debt, liability, or multiple fiscal year financial obligation of Town. If the Town
5 Council determines, in its sole discretion, not to appropriate funds for the benefit
6 of BCA in any fiscal year this Agreement may be terminated by either party
7 pursuant to Section 7 of this Agreement.

8 B. In order to assure the Town that BCA’s operations will continue to serve the
9 needs of the Town, the Town will review and approve BCA’s annual budget.
10 Each year BCA will submit its proposed annual budget, in a form and format
11 acceptable to the Town, for the upcoming calendar year (the “**proposed annual**
12 **budget**”) no later than July 1st.

13 C. BCA’s proposed annual budget will include, without limitation, the following
14 information:

- 15 1. an estimate of BCA’s anticipated income and expenses.
- 16 2. BCA’s proposed rates for facility rentals.
- 17 3. BCA’s proposed salary schedule and benefits description.
- 18 4. Such other information as may be requested by the Town.

19 D. BCA’s proposed annual budget will be reviewed in accordance with the Town’s
20 budget review process and schedule. If BCA’s annual budget is disapproved in
21 writing by the Town, then BCA will not begin operations during its next calendar
22 year until the annual budget is approved by the Town, provided, however, that the
23 Town will continue to provide minimum funding for BCA to maintain basic
24 operations, including management of the Town’s assets and facilities, payment of
25 existing commitments and fulfillment of approved or in process capital
26 improvements, during the term hereof. The Town may modify the process to be
27 used to review BCA’s proposed annual budget for any calendar year provided
28 BCA is notified in writing by July 1st of that year.

29 E. Immediately upon BCA’s approval of its annual audit, a copy of the audit will be
30 forwarded to the Town’s Representative and may be distributed to the Town
31 Council for review and comment as she deems fit.

32
33 F. BCA shall prepare financial statements in accordance with Generally Accepted
34 Accounting Principles (GAAP), and be responsible for the design,
35 implementation, and maintenance of internal controls relevant to the preparation

AGREEMENT

1 and fair presentation of financial statements, including sources of funds,
2 fundraising, expenditures.

3 4. BCA's Role. BCA will act as the Town's manager of arts and culture in Breckenridge. In
4 connection therewith, the Town confirms that BCA is during the term hereof:

5 A. The manager of all Town arts assets.

6 B. The provider of arts and culture programming

7 C. The Town's representative to the Resident Companies.

8 5. BCA's Sole Responsibility and Independence. The Town shall bear no responsibility for
9 the content, themes, messaging, or public reception of the Programming provided by
10 BCA. The parties agree that BCA acts independently, and the Town's role is limited to
11 facilitating BCA's operational authority without exercising editorial control or approval
12 over specific program elements. Nothing in this Agreement shall be construed as the
13 Town's endorsement of any views, expressions, or representations made within the
14 Programming.

15 6. BCA's Fundraising. Each year during the term of this Agreement, BCA will present a
16 plan to the Town that describes its annual fundraising activities for the purpose of raising
17 funds for the operation of BCA's activities within the Town. Fundraising plans adopted
18 after the date of this amended and restated agreement BCA will include efforts to avoid
19 confusion between BCA fundraising and that of the Resident Companies.

20 7. Reports. BCA will provide periodic updates and reports to the Town on its operations and
21 BCA will meet with the Town Council on at least a quarterly basis. Town will provide
22 updates to BCA on plans, proposals, actions, and changes affecting the Town's assets
23 managed by BCA, arts and culture programming in Breckenridge, or other duties of BCA
24 hereunder.

25 8. Funding By Town. Subject to annual appropriation as provided in Section 9 of this
26 Agreement, the Town will provide funding to BCA each calendar year during the term of
27 this Agreement in such amount as the Town Council determines in its sole and absolute
28 discretion.

29 9. Annual Appropriation. Financial obligations of the Town under this Agreement payable
30 after the current fiscal year are contingent upon funds for that purpose being
31 appropriated, budgeted and otherwise made available by the Town Council. If sufficient
32 funds are not made available, this Agreement may be terminated by either party without
33 penalty. The Town's obligations under this Agreement do not constitute a general
34 obligation indebtedness or multiple year direct or indirect debt or other financial

AGREEMENT

1 obligation whatsoever within the meaning of the Constitution or laws of the State of
2 Colorado.

3 10. BCA Assets. In recognition of the funding provided and to be provided by the Town
4 pursuant to this Agreement, BCA will convey to the Town, upon Town's request, all of
5 BCA Property (as hereafter defined) free and clear of all liens and encumbrances (except
6 those liens and encumbrances that are acceptable to the Town) upon the first to occur of:
7 (i) the termination of this Agreement for BCA's breach of this Agreement; or (ii) BCA's
8 dissolution under Colorado law; or (iii) termination of this agreement by either party. As
9 used in this Section the term "**BCA Property**" means all of BCA's assets, real and
10 personal, tangible and intangible, including, but not limited to, furniture, fixtures,
11 equipment, goods, intellectual property rights, including, without limitation, logos, web
12 sites, programs, copyrighted materials, trademarks (whether registered or not), and
13 marketing materials now owned or hereafter acquired by BCA during the term of this
14 Agreement but excluding any cash, financial assets, and assets purchased with funds not
15 received from the Town. BCA will keep financial records sufficient to determine what
16 assets fall within the category of BCA Property for purposes of this section.

17 11. Security Interest. To secure BCA's obligations as set forth in Section 8, BCA grants to
18 the Town a security interest in BCA Property. The Town may file a financing statement
19 with the Colorado Secretary of State to perfect its security interest in BCA Property, and
20 may extend, renew, or replace such financing statement throughout the term of this
21 Agreement in the manner provided by law.

22 12. Insurance.

23 A. BCA will procure and continuously maintain throughout the term of this
24 Agreement the following minimum insurance coverages:

- 25 1. worker's compensation insurance to cover obligations imposed by
26 applicable laws for any employee of BCA.
- 27 2. commercial general insurance with limits of liability not less than the
28 limits of liability for municipalities under the Colorado Governmental
29 Immunity Act (Section 24-10-101, et seq., C.R.S.) ("**Act**"), as amended or
30 revised from time to time throughout the term of this Agreement. The
31 policy will include coverage for bodily injury, broad form property
32 damage (including completed operations), personal injury (including
33 coverage for contractual and employee's acts), blanket contractual,
34 products, and completed operations.
- 35 3. comprehensive automobile liability insurance with minimum limits for
36 bodily injury and property damage of not less than One Million One

AGREEMENT

1 Hundred Ninety Five Thousand Dollars (\$1,195,000) for injuries or
2 damages sustained to one person in any single occurrence and One Million
3 One Hundred Ninety Five Thousand Dollars (\$1,195,000) for injuries or
4 damages sustained to two or more persons in any single occurrence with
5 respect to each of BCA's owned, hired or nonowned vehicles assigned to
6 or used in performance of this Agreement.

7 4. casualty and property insurance insuring all of BCA's properties and
8 contents against loss by fire and similar casualty for their full replacement
9 value.

10 B. All such coverages will be procured and maintained with forms and insurers
11 acceptable to the Town. All coverages will be continuously maintained to cover
12 all liability, claims, demands, and other obligations assumed by BCA pursuant to
13 Section 12 of this Agreement. In the case of any claims-made policy, the
14 necessary retroactive dates and extended reporting periods will be procured to
15 maintain such continuous coverages.

16 C. BCA's general liability insurance policy will be endorsed to include the Town and
17 the Town's officers and employees as additional insureds. Every policy required
18 above will be primary insurance, and any insurance carried by the Town, its
19 officers, or its employees, or carried by or provided through any insurance pool of
20 the Town, will be excess and not contributory insurance to that provided by BCA.
21 BCA will be solely responsible for any deductible losses under any policy
22 required above.

23 D. An ACORD Form 27, or other certificate of insurance acceptable to the Town,
24 will be completed by BCA's insurance agent and provided to the Town as
25 evidence that policies providing the required coverages, conditions, and minimum
26 limits are in full force and effect and will be reviewed and approved by the Town
27 prior to commencement of this Agreement, and on each policy renewal or
28 replacement throughout the term of this Agreement. The certificate will identify
29 this Agreement and will provide that the coverages afforded under the policies
30 will not be cancelled or terminated until at least 30 days' prior written notice has
31 been given to the Town. The completed certificate of insurance will be sent to:

32 Helen Cospolich, Town Clerk
33 Town of Breckenridge
34 P.O. Box 168
35 Breckenridge, Colorado 80424
36

37 E. Notwithstanding any other portion of this Agreement, failure on the part of BCA
38 to procure or maintain policies providing the required coverages, conditions, and

AGREEMENT

1 minimum limits will constitute a material breach of this Agreement for which the
2 Town may immediately terminate this Agreement, or, at its discretion, the Town
3 may procure or renew any such policy or any extended reporting period thereto,
4 and may pay any and all premiums in connection therewith, and all monies so
5 paid by the Town will be repaid by BCA to the Town upon demand.

6 13. Governmental Immunity. In entering into this Agreement the Town is relying on, and
7 does not waive or intend to waive by any provision of this Agreement, the monetary
8 limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other
9 rights, immunities, and protections provided by the Act, as from time to time amended, or
10 any other limitation, right, immunity or protection otherwise available to the Town, its
11 officers, or its employees.

12 14. Indemnification. BCA will indemnify and defend the Town, its officers, employees,
13 insurers, and self-insurance pool against all liability, claims, and demands for injury, loss,
14 or damage, including, without limitation, claims arising from bodily injury, personal
15 injury, sickness, disease, death, property loss or damage, or any other loss of any kind
16 whatsoever, which arise out of or are in any manner connected with this Agreement or
17 the conduct of business by the BCA, to the extent that such injury, loss, or damage is
18 caused by:

19 A. the negligence or intentional wrongful act of BCA or any officer, employee,
20 representative or agent of BCA;

21 B. BCA's breach of this Agreement; or

22 C. which arise out of any worker's compensation claim of any employee of BCA,

23 except to the extent such liability, claim, or demand arises through the negligence
24 or intentional wrongful act of the Town, its officers, employees, or agents, or the
25 Town's breach of this Agreement. To the extent indemnification is required under
26 this Agreement, BCA will investigate, handle, respond to, and to provide defense
27 for and defend against, any such liability, claims, or demands at its expense, and
28 to bear all other costs and expenses related thereto, including court costs and
29 attorney fees.

30
31 15. Complaint Resolution Procedure.

32 A. Internal Complaint Resolution (Between the Town and BCA). Throughout the
33 term of this Agreement, the Town's representative and BCA's representative will
34 meet and confer informally and attempt to satisfactorily resolve any internal
35 complaints or concerns relative to BCA's operations. Both the Town and BCA
36 will act promptly and in good faith to attempt to resolve all internal complaints

AGREEMENT

1 and concerns. If an Internal Complaint is not able to be resolved through this
2 mechanism, the provisions of Paragraph 16 will apply.

3 B. Facility User Complaint Resolution (Between BCA and Facility Users). BCA
4 will be responsible for resolving all complaints from Facility Users-including
5 Resident Companies, in-kind grantee event organizers, commercial renters, and
6 other individuals or groups utilizing the Town’s cultural facilities- that pertain to
7 facility operations, scheduling, policies, or any other aspect of BCA’s
8 responsibilities as outlined in this agreement. If complaints are specifically
9 related to unbudgeted capital improvements, the Town will determine if
10 additional funding will be allocated to resolve such complaints. BCA will be
11 responsible for maintaining a written policy and complaint procedure, which may
12 require a Resident Company to participate in one or more meetings to facilitate
13 joint problem solving and complaint resolution.. The Town will ensure its staff
14 and public representatives are made aware of the complaint policy on an annual
15 basis and adhere to both the policy and the complaint resolution terms specified
16 herein.

17 C. Community Complaint Resolution (Between BCA and the General Public)
18 BCA will be responsible for addressing and resolving all complaints from
19 members of the community at large regarding its programming, policies, and
20 operations.

21 D. All complaints that pertain to BCA’s responsibilities described herein and come
22 to the Town will be promptly forwarded to BCA for resolution no later than
23 fourteen (14) days after the Town becomes aware of the complaint, in writing,
24 and with sufficient detail to allow BCA to remedy the issue. Failure by a member
25 of Town Council to strictly adhere to this Section 14 shall not be considered a
26 material breach of this Agreement.

27 16. Default; Dispute Resolution. The parties will attempt in good faith to resolve any dispute
28 arising out of or relating to this Agreement promptly by negotiations between persons
29 who have authority to settle the dispute. If the dispute has not been resolved by
30 negotiation within 30 days after notice of the existence of a dispute has been given by a
31 party, either party may initiate mediation of the dispute with a neutral third party. If the
32 parties encounter difficulty in agreeing on a neutral third party, they may each appoint a
33 neutral third party, and such third parties will appoint a neutral third party to mediate.
34 Any dispute arising out of or relating to this Agreement or the breach, termination or
35 validity hereof, which has not been resolved within 60 days of the initiation of mediation
36 will be finally settled by binding arbitration conducted expeditiously by a sole arbitrator
37 from the Judicial Arbiter Group, or other arbitrator acceptable to the parties. Each party
38 will bear its own attorneys’ fees and costs in negotiation and mediation, and the
39 prevailing party in any arbitration will be entitled to recover its attorneys’ fees and costs.

AGREEMENT

1 The parties will equally share the mediator's fees and costs. Each party will continue to
2 perform its obligations under this Agreement pending final resolution of any dispute
3 arising out of or relating to this Agreement. The procedures specified in this section are
4 the sole and exclusive procedures for the resolution of disputes among the parties arising
5 out of or relating to this Agreement; provided, however, that a party may seek a
6 preliminary injunction or other provisional judicial relief if, in its judgment, such action
7 is necessary to avoid irreparable damage or to preserve the status quo. Despite such
8 action, the parties will continue to participate in good faith in the procedures specified in
9 this section.

- 10 17. Notices. All notices required or permitted under this Agreement will be given by
11 registered or certified mail, return receipt requested, postage prepaid, or by hand or
12 commercial carrier delivery, or by telecopies, directed as follows:

13 If intended for Town to:

14
15 Town of Breckenridge
16 P.O. Box 168
17 150 Ski Hill Road
18 Breckenridge, Colorado 80424
19 Attn: Town Manager
20 Telecopier number: (970)547-3104
21 Telephone number: (970)453-2251
22

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

24
25 Keely Ambrose, Esq.
26 Town of Breckenridge
27 P. O. Box 168
28 Breckenridge, Colorado 80424
29 Telecopier number:
30 Telephone number:
31

32 If intended for BCA, to:

33
34 Breckenridge Creative Arts
35 P.O. Box 4269
36 Breckenridge, Colorado 80424
37 Attn: President/CEO
38 Telecopier number: (970) 453-4187
39 Telephone number: (970) 453-3187
40

AGREEMENT

1 Any notice delivered by mail in accordance with this Section will be deemed to
2 have been duly given and received on the third business day after the same is
3 deposited in any post office or postal box regularly maintained by the United
4 States postal service. Any notice delivered by telecopier in accordance with this
5 Section will be deemed to have been duly given and received upon receipt if
6 concurrently with sending by telecopier receipt is confirmed orally by telephone
7 and a copy of said notice is sent by certified mail, return receipt requested, on the
8 same day to the intended recipient. Any notice delivered by hand or commercial
9 carrier will be deemed to have been duly given and received upon actual receipt.
10 Either party, by notice given as provided above, may change the address to which
11 future notices may be sent.
12

13 For all communications and notices not legally required hereunder or not altering
14 the material terms of this Agreement, each party will identify a designated
15 representative of the party for the purposes of conducting such communications
16 (“Representative”). Each party’s Representative will be empowered to
17 communicate on the respective party’s behalf and will communicate promptly
18 without unnecessary delay.
19

- 20 18. Waiver. The failure of either party to exercise any of its rights under this Agreement will
21 not be a waiver of those rights. A party waives only those rights specified in writing and
22 signed by the party waiving such rights.

- 23 19. Modification. This Agreement may be modified or amended only by a duly authorized
24 written instrument executed by the parties hereto. Oral amendments to this Agreement
25 are not permitted.

- 26 20. Additional Instruments. The parties to this Agreement will deliver or caused to be
27 delivered upon request such additional documents and instruments as may be required to
28 accomplish the intent of this Agreement.

- 29 21. Assignment. This Agreement is for personal services predicated upon BCA’s special
30 abilities or knowledge. BCA may not assign this Agreement in whole or in part without
31 the prior written consent of Town, which consent may be granted, withheld or
32 conditionally approved in Town’s sole and absolute discretion.

- 33 22. Terminology. Wherever applicable within this Agreement, the singular includes the
34 plural, and the plural includes the singular.

- 35 23. Entire Agreement. This Agreement constitutes the entire agreement and understanding
36 between the parties and supersedes any prior agreement or understanding relating to the
37 subject matter of this Agreement.

AGREEMENT

- 1 24. Severability. If any one or more of the provisions contained in this Agreement is
2 determined to be invalid, illegal or unenforceable in any respect, the validity, legality and
3 enforceability of the remaining provisions contained in this Agreement will not in any
4 way be affected or impaired thereby.
- 5 25. Counterparts. This Agreement may be executed in several counterparts or signature
6 pages and all counterparts and signature pages so executed will constitute one agreement
7 binding on all parties hereto, notwithstanding that all the parties are not signatories to the
8 original or the same counterpart or signature page.
- 9 26. Section Headings. Section headings are inserted for convenience only and in no way
10 limit or define the interpretation to be placed upon this Agreement.
- 11 27. No Partnership. The Town is not a partner, associate, or joint venturer of BCA in the
12 conduct of BCA's business. In connection with this Agreement, BCA will be an
13 independent contractor without the right or authority to impose tort or contractual liability
14 upon the Town.
- 15 28. Third Parties. There are no third party beneficiaries of this Agreement.
- 16 29. No Adverse Construction. Both parties acknowledge having had the opportunity to
17 participate in the drafting of this Agreement. This Agreement is not to be construed
18 against either party based upon authorship.
- 19 30. Non-Discrimination; Compliance With Applicable Laws. BCA agrees that it: (i) will not
20 discriminate against any employee or applicant for employment because of race, color,
21 creed, sex, sexual orientation, religion, national origin, or disability; (ii) will insure that
22 applicants are employed and that employees are treated during employment without
23 regard to their race, color, creed, sex, sexual orientation, religion, national origin, or
24 disability; and (iii) will in all solicitations or advertisements for employees to be engaged
25 in the performance of work under this Agreement state that all qualified applicants will
26 receive consideration for employment without regard to of race, color, creed, sex, sexual
27 orientation, religion, national origin, or disability. BCA will further comply with all
28 applicable federal, state, and local laws, rules and regulations. Without limiting the
29 generality of the foregoing, BCA will comply with the Americans With Disabilities Act,
30 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules
31 promulgated thereunder by any regulatory agency. The indemnification and termination
32 provisions of this Agreement will apply with respect to BCA's failure to comply with all
33 applicable laws or regulations.
- 34 31. Survival of Indemnity Obligations. All indemnity obligations provided for in this
35 Agreement will survive the termination or expiration of this Agreement, and will be fully
36 enforceable thereafter.

AGREEMENT

- 1 32. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties,
2 and their respective successors and permitted assigns.
- 3 33. Authority. The individuals executing this Agreement on behalf of each of the parties
4 have all requisite powers and authority to cause the party for whom they have signed to
5 enter into this Agreement, and to bind such party to fully perform its obligations as set
6 forth in this Agreement.

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich, Town Clerk

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

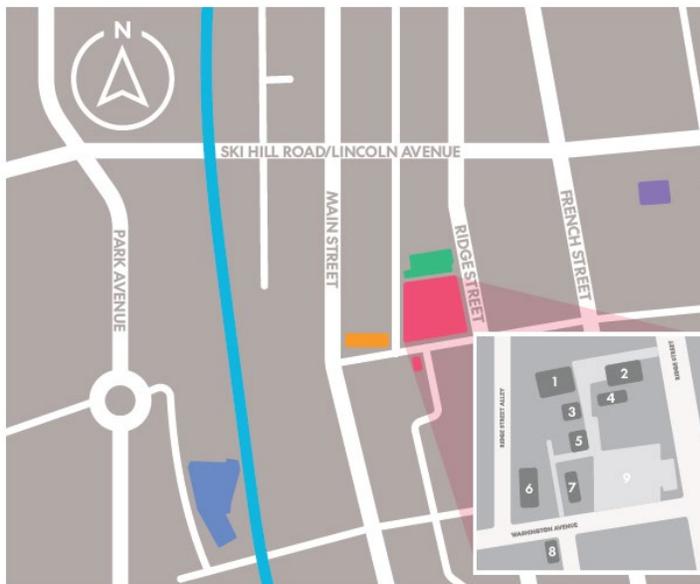
BRECKENRIDGE CREATIVE ARTS, a Colorado
nonprofit corporation

By: _____
Tamara Nuzzaci Park, President & CEO

AGREEMENT

- 1 ATTACHMENT A
- 2 Breckenridge Arts District
- 3
- 4 Breckenridge Arts District
- 5 Venues & Facilities
- 6
 - Eclipse Theater (Purple)
- 7
 - Breckenridge Theater (Green)
- 8
 - Riverwalk Center & Lawn (Blue)
- 9
 - Old Masonic Hall (Yellow)
- 10
 - Ridge Street Arts Square (Pink)
 - 11 1. Ceramics Studio
 - 12 2. Hot Shop
 - 13 3. Burro Barn
 - 14 4. Robert Whyte House (& Lawn)
 - 15 5. Quandary Antiques Cabin
 - 16 6. Fuqua Livery Stable
 - 17 7. Randall Barn
 - 18 8. J.R. Hodges Tin Shop
 - 19 9. Kiln Yard (Barney Ford Parking Lot)
- 20
 - McAdoo House – 201 S. Ridge Street

ARTS DISTRICT MAP
5 VENUES • 14 FACILITIES



21
22

AGREEMENT

Page 14

- 1 ATTACHMENT B
2 Public Art Collection
3
4 1. Isak Heartstone - Thomas Dambo
5 2. Syncline - Albert Paley
6 3. Toro - Fred Zietz
7 4. Prowlin' - Parker McDonald
8 5. Sack Race - Jane Rankin
9 6. Just the Two of Us – Guillaume
10 7. The Library Quilt – Summit Quilters
11 8. Tom's Baby – Seth Vandable
12 9. Throne – Chaz della Porta
13 10. Popsicle – Doyle Svenby
14 11. Steel Drawing for Cooper – Steuart Bremmer
15 12. Cattails – Doyle Svenby
16 13. Outcropping House II – Albert Belleveau
17 14. Main Street Sunset – Ann Weaver
18 15. The Swing – Victor Issa
19 16. Mister Barney Ford - Emanuel Martinez
20 17. Through the Eye of the Needle – Rik Sargent
21 18. My Book - Jane Rankin
22 19. Athena First Flute + Lydia First Violin – Michael Adams
23 20. Gone Fishin' – Steve Puchek
24 21. Kachina Steel – Jack Hill
25 22. Colorado River Rock Bridge – Steuart Bremner
26 23. As Seasons Change – Stephen Day
27 24. Chris Ethridge Memorial – Chaz della Porta
28 25. Soldiers of the Summit – Robert J. Eccleston
29 26. The Nest – Chapel
30 27. Ullr – Richard A Jagoda
31 28. Going Home – Willie Morrison
32 29. Three Cowboys – Stephen Hansen
33 30. A Friend to Lean on – Robin Laws
34 31. Together – Joshua Gannon
35 32. Indy Sunset – Jason Dreweck and Teresa Hansen
36 33. Bird Lady – Phillip Glashoff
37
38
39

AGREEMENT

Attachment C

BCA Key Performance Indicators (KPIs)

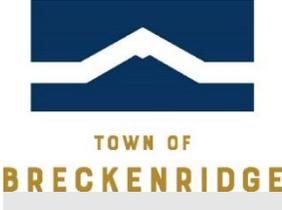
The performance metrics outlined in this Exhibit represents an interim framework. The final version will be developed through BCA's internal strategic and budgeting process and approved by the BCA Board of Directors, which includes representation of the Town. The finalized KPIs – anticipated by July 2025, will likely include metrics related to participate, utilization of Town assets, and corrective action performance. The final Exhibit C will be incorporated into this Agreement following submission to and review by the Town. This process is intended to ensure that metrics are meaningful, data-supported, and operationally practical for consistent reporting.

1. Budget – BCA shall timely provide a budget in a format that is in accordance with generally accepted, commercial accounting and budgeting principles. The budget will include details on the various sources of funding included in the budget.
2. Accounting – BCA shall keep records that will enable the Town to appropriately audit BCA's spending and funding sources. Fundraising proceeds will be accurately and comprehensively accounted for using generally accepted, commercial accounting methods.
3. Reporting – BCA shall report to the Town on its activities and budget status on a quarterly basis and on an annual basis. The reporting will include actual spending and fundraising income as well as details and statistics, if available, on the following:
 - a. People or groups who participated in BCA's programming for the quarter as artists;
 - b. Number of guests and residents who engaged with or participated in BCA's programming for the quarter;
 - c. What Town assets were utilized for the quarter;
 - d. Status of Town assets including but not limited to requested repairs or improvements;
 - e. Complaints received and results of complaint process, including length of time to resolve.

Key Intentions – Town of Breckenridge & BCA Agreement

- **Purpose:** Confirms BCA as the Town’s lead partner for the Arts, enriching quality of life and place in Breckenridge, in alignment with Town Council and Community Goals.
- **Responsibilities:** BCA manages Town arts and cultural venues, activates year-round programming (complementary in content and timing), supports Resident Companies, and stewards the public art collection.
- **Governance:** BCA operates as an independent non-profit organization; the Town provides oversight via board participation and approval of annual plans, metrics, and budgets. A new Arts District Management Committee (to incl. Resident Companies) will support collaboration and feedback, with voting representation on the BCA board.
- **Review:** Funding and the overall agreement are reviewed and aligned annually through BCA’s operating plan and budget. Minimum quarterly reports to Council create feedback loops on strategy and impact.
- **Funding:** The Town funds all fixed facility operating costs, required capital improvements and subsidizes programming to enliven historic structures on Ridge Street Arts Square. BCA minimizes Town subsidy through programs that drive earned and contributed as well as reasonable facility cost recovery.
- **Performance & Corrective Action:** A single, board-led process governs how operational issues and partner concerns are collected, managed, and resolved. The Town agrees to collaborate in enforcing this process.
- **Protections and Risk Management:** Either party may terminate the agreement with notice. Town may reclaim assets purchased with Town funds if necessary. BCA maintains required insurance, indemnifies the Town, and complies with applicable laws.

This summary of key intentions is provided for convenience and general reference only. It does not amend, replace, or supersede the terms and conditions of the Amended and Restated Funding and Operating Agreement between the Town of Breckenridge and Breckenridge Creative Arts, nor shall it be construed as creating any rights, obligations, or enforceable commitments independent of that Agreement.



Memo

To: Town Council
From: Shannon Haynes, Town Manager
Date: 5/21/2025 (for 05/27/2025)
Subject: Breck Creative Arts Report

Town Council Goals (Check all that apply)

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

Summary

Breck Creative Arts (BCA) will present the attached deck. BCA will be prepared for discussion with the Council at the work session.

Staff Recommendation

No action is required.

BRECK CREATE

May 21, 2015

TO: Mayor Owens + Town Council

FR: Tamara Nuzzaci Park

RE: Q1 2025 Report

We want to acknowledge the strong cooperation between Breck Create and the Town in finalizing our updated Funding and Operating Agreement, which reinforces and clarifies our core mission as the Town's lead partner to steward its investment in the Arts District.

We are now standing up a new **Arts District Management Committee**, the chair of which will hold a seat on the Breck Create Board of Directors. This is an important step in welcoming our local arts organizations and artists as critical voices in shaping the future direction of the organization and District. With this representation, **Breck Create's board reflects key Breckenridge perspectives** and carries the skill sets necessary to effectively govern an independent non-profit organization.

As part of the renewed agreement, we are also **defining and operationalizing key metrics** to keep the Town, Council, and our partners fully informed and aligned on the goings-on in the Arts District. Aiming toward data-driven decision-making and complete transparency, Breck Create's extensive database of facts by location, facility user, genre, etc. provides excellent analytical capability and an ability to compare and report against community needs.

Breck Create's **Q1 Financials are on track to meet or exceed budget goals (Appendix C & D)**. We will provide high-level commentary at the meeting. Our goal is to orient all stakeholders to Breck Create financials and allocation model by June 30 in alignment with the budget process.

Enclosed is a Q1 Arts District report. **Overall participation in the Arts District is down YoY, consistent with broader occupancy and economic trends**. Supporting data can be found in the Appendices.

We have an exciting slate of summer events (although we anticipate trends continuing to impact participation). Aligned with Town decisions made in Q1, we will aim to make the most of arts program investments to drive social and economic change. Thank you for choosing to distinguish our destination brand with SPARK; to build business and community goodwill with Cirque Mechanics on July 4; and to forward the Social Equity Commission's desire to deepen our shared humanity at Town Party using Breck Create as a partner.

Key questions for consideration: Are the 2026 Plan Assumptions directionally correct? What additional performance metrics would help you make decisions about the strategic direction and future investments in the arts in general (i.e. NPS; % Program Mix vs. Community Interest, BCA Rev/Exp by Program)?

ADDITIONAL INFORMATION: Appendix A - Arts District: Properties & Partners Detail; Appendix B - Breck Create: Board List, Mission/2025 Goals, Draft KPIs; Appendix C - FY25 Budget Allocation Model; Appendix D FY25 Q1 Financial Statement

2025 Q1 REPORT SUMMARY



Enhanced Governance & Facility/Events Services

Breckenridge Arts District: Q1 down YoY
consistent with broader trends

- Visitor participation down, aligned with occupancy trends
- In-Kind Grantee (non-profit) and Commercial Facility Usage down
- Fewer, more impactful events in the Riverwalk Center and Breckenridge Theater (based on increased % Sold)

2025 Financials on-track

Arts Outlook

2026 Plan Assumptions

GOVERNANCE & FACILITY/EVENT SERVICES



Aligned and revamped Agreement, Board and Facility Management processes

Aligned BCA/ToB agreement

- Aligned on Mission, deliverables and metrics

Community driven Board

- Full representation: Full time residents, business owners, educators, Resident Companies, Town of Breck, Council with deep financial, governance and operational experience
- New Arts District Management Committee: Resident Company, Breck create committee charged with coordinating, improving and amplifying the community experience.

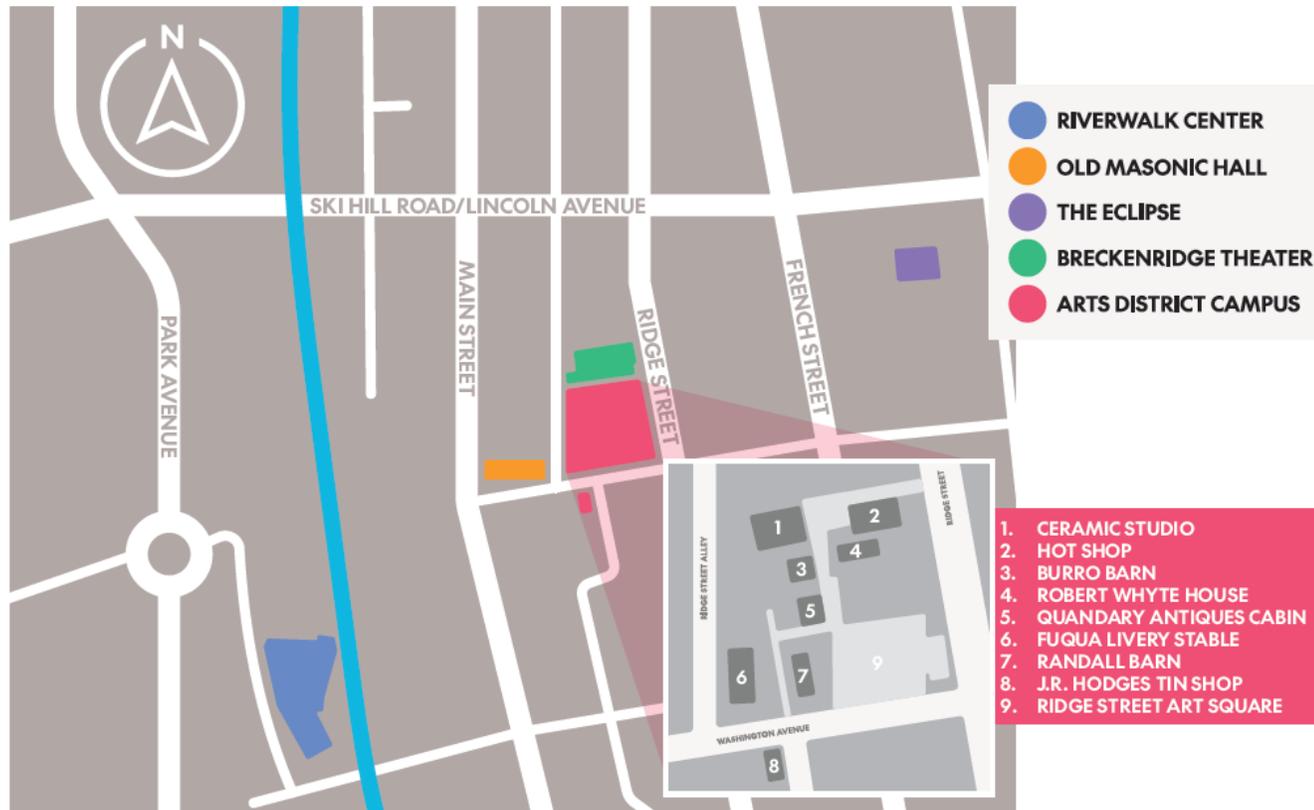
Responsive, Data Driven Facility Management processes

- Streamlined facilities management process: Launched process that lets Arts District partners/users submit maintenance requests via a simple online interface.
- Rapid and predictable triage: Ensures each request is rapidly triaged, tracked with data, and resolved efficiently to keep the Arts District humming.
- Reporting framework: Provides analytics of performance by user, facility and type

ARTS DISTRICT IMPACT

People, Partners, Properties, Programs

ARTS DISTRICT MAP 5 VENUES • 14 FACILITIES



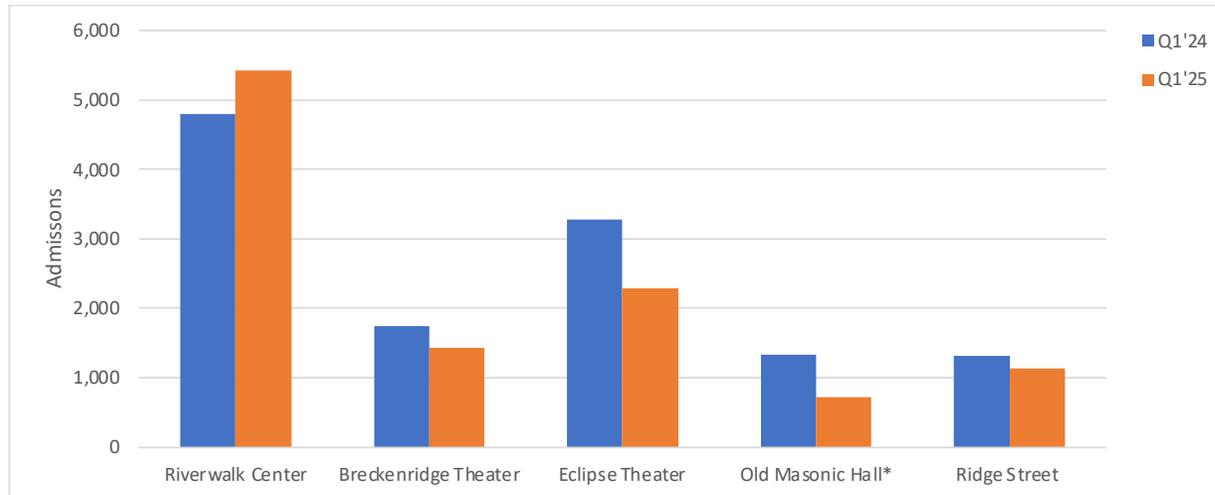
Resident Companies



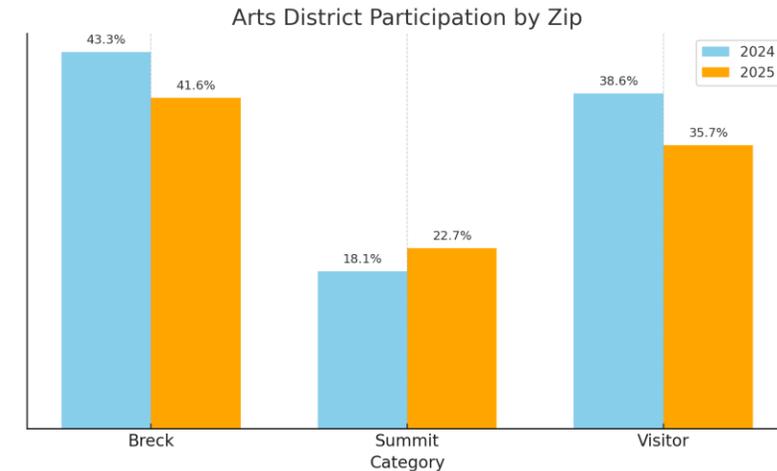
ARTS DISTRICT: PEOPLE

Q1 admissions down 12% driven by Theater, Eclipse & Arts Square, mitigated by Riverwalk Center

Admissions by Venue



Admissions by Zip Code



*Data Notes: Admissions is the lowest common denominator for all spaces. Data includes all ticketed/registered events utilizing Arts District facilities and Audience View, counts for non-ticketed Riverwalk Center and Breck Create events, and Breck Film Data; while Riverwalk and Audience View are utilized for ISSC, timed registrations data are not included; Zip Code is approximate based on AV data only (not non-ticketed event counts); **Breckenridge Theater Capacity lowered for one show in 2025 creating increased % sold over 2024.***

ARTS DISTRICT OUTLOOK

- 2025 Facility Admissions likely to continue downward trend without Presents programming
- Overall Arts social impact expected to be enhanced over 2024 levels by added/increased programs (Note: Includes only BCA program enhancements)
 - Town Party – Warm Cookies of the Revolution
 - Juneteenth AirStage Après
 - Pride Friday AirStage Event
 - 4th Summer Camp
 - BIFA Collaborations: Breck History, Breck Film, Backstage Theatre
 - DDM → Latin Festival
- Overall Arts economic impact expected to be enhanced by destination driving events, outdoor spectacle, collaborations to extend seasons
 - SPARK
 - July 4 – Cirque Mechanics Pedal Punk
 - BIFA Collaboration with Backstage Theatre Company Production



FUTURE REPORTING

Engagement



Admissions
Utilization

Economic Impact



\$ Benefit

Creative Community



professional
artists + active
creative
engagement

Facility and Events Services



Performance to
goals

Q1: FINANCIAL

Through Q1 financials are on track

Base Case Operating Budget (Appendix D)

ToB Income/Facility Expense generally tracks at 25% per Q. Event Service Expense recorded in Operating in FY24, now split. Program and Event Service Inc/Exp generally peak in Q2/3. “Drop-In” Juneteenth, Pride, Resident Company Collabs funded through operating budget.

Special Projects/Other

Off-budget, one-time expenses and special initiatives generally funded by investments or other one-time sources

No further expenses anticipated for Cultural Master Plan in 2025. Funds to be invested in FY26 Plan, in part enabling priorities jointly determined by the Arts District Management Committee

Town Projects:

1. SPARK - Assumed \$50k major corporate sponsor and \$255k ToB Investment. Not likely to secure corporate, but still time.
2. JULY 4 – Cirque Add on target for \$50k Rev/Exp Budget

Q1 Special Projects/Other Detail

	FY24	FY25	FY25	FY25
	YE	Annual Budget	YTD 3-31	YTD %
REVENUE				
Precious Plastics	\$ 22,040	\$ 69,200	\$ -	0%
Town Project	\$ -	\$ 355,000	\$ 105,490	30%
Other Revenue	\$ -	\$ -	\$ -	
		\$		
TOTAL REVENUE	\$ 22,040	424,200	\$ 105,490	25%
EXPENDITURES				
Precious Plastics	\$ 68,441	\$ 80,700	\$ 31,775	39%
Town Project	\$ -	\$ 355,000	\$ 110,761	31%
Cultural Master Plan	\$ 32,596	\$ 150,000	\$ 10,520	7%
Fund Accounting	\$ 56,403	\$ 38,000	\$ 17,192	45%
Other Expenditures	\$ 26,044	\$ -	\$ 16,608	
		\$		
TOTAL EXPEDITURES	\$ 183,484	623,700	\$ 186,856	30%
NET PROFIT (LOSS)	\$ (161,444)	\$ (199,500)	\$ (81,366)	41%

FY26 BUDGET ASSUMPTIONS

- \$2.6m Town Grant
- Portion of Town Grant 4% YOY increase allocated for “drop-in” Town-directed programs identified within the budget year
- Drive Arts-Based Economic Impact (Increase Town Revenue Generation)
- Refine and advance Core Programs
 - Increase Camps + Wrap Around Care
 - Increase admissions, revenue and community facility usage at Old Masonic Hall and Ridge Street Arts Square
 - Consider new models to bring back Presents
- Increase Arts District Promotion investment
- Respond to Arts District Management Committee outcomes/priorities
- Advance all programs and event services in alignment with Community-driven interests and outcomes per Survey
- Draw down Reserve Funds to build capability to support the above

APPENDIX A

ARTS DISTRICT: PROPERTIES & PARTNERS DETAIL

Facility Utilization & Participation by Location

Venue / Facility	FY24 Q1							FY25 Q1						
	# of Days		# of Public	Capacity	Admissions	% Sold		# of Days		# of Public	Capacity	Admissions	% Sold	
	Utilized	% Utilized						Utilized	% Utilized					
Riverwalk Center	32	36%	14	8,885	4,796	54%		29	32%	11	8,500	5,422	64%	
Breckenridge Theater	58	64%	24	2,266	1,744	77%		55	61%	22	1,749	1,427	82%	
Eclipse Theater	74	82%	133	20,615	3,278	16%		78	87%	137	21,235	2,292	11%	
Old Masonic Hall*	78	87%	2		1,326			77	86%	4		713		
Ridge Street Arts Square														
Ceramic Studio			100	1,041	527	51%		87	97%	101	1,058	471	45%	
Hot Shop			32	192	122	64%		43	48%	34	204	151	74%	
Quandary Antiques Cabin			26	244	112	46%		36	40%	28	256	126	49%	
Fuqua Livery Stable*			14		217			64	71%	18		231		
Randall Barn			59	420	266	63%		56	62%	39	290	128	44%	
Robert Whyte House*			0		39			84	93%					
Tin Shop*			8		37			9	10%	6		27		
Outdoor	0	0%	0	0	0	0%		0	0%	0	0	0	0%	
TOTAL			412	33,663	12,464	37%		56	62%	400	33,292	10,988	33%	

Data Notes: Based on 90 total available days; includes rehearsal/load-in; Breck Theater data not confirmed; Includes all ticketed/registered events utilizing Arts District facilities and Audience View; Includes counts for non-ticketed Riverwalk Center and Breck Create events; Includes Breck Film Data; ISSC Facility Usage dates included, but not admissions;

* Calculated by days open + admissions

Facility/AD Users by Type

Type	Q1	Q2	Q3	Q4
Resident Company	Breckenridge Backstage Theatre Company Breck Create Breck Film Breckenridge Tourism Office			
In-Kind Grantee	Alpine Dance BOEC Blue River Watershed Group/FT3 High Country Conservation TEDx			
Commercial/NPO Rental				
Other	Colorado Association of Ski Towns Town of Breckenridge Independent Professional Artists (Studio Time)			

APPENDIX B
Q1 BRECK CREATE OVERVIEW

MISSION: To deliver inspiring creative experiences that enrich the quality of life and place for all who live, work or play in Breckenridge

GOALS:

1. Build participation and community ownership in the creative arts experience – make the Arts District hum with activity!
2. Attract people to the Arts District for an arts and culture experience
3. Optimize the Town’s creative arts assets and Breck Create’s operational capabilities to support the success of all programs, partners and properties.
4. Fortify an organization that delivers independent and TOB-Funded programming and services

NOTE: Will evolve for 2026 based on community survey + arts management committee outcomes

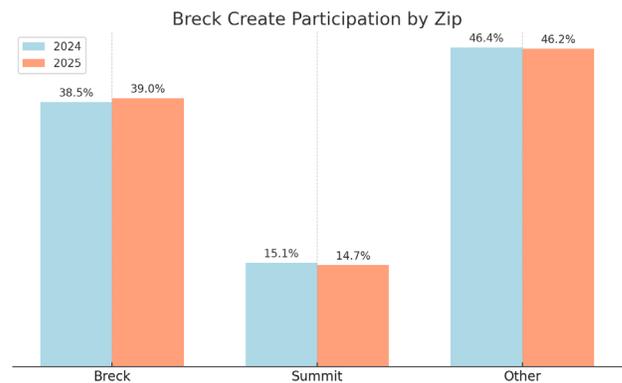
BOARD:

Martin Carter, Chair
 Geri Gasperut, Vice Chair + Chair of Business Development
 Jose Espino, Treasurer + Chair of Finance Committee
 Dave Ratner, Secretary
 Sarah Cox
 Laura Dziedzic
 Lesley Gregory, Chair of Public Art Advisory Committee
 Steve Gerard, Town Council
 Shannon Haynes, Town Manager
 Maya Kulick
 Jennifer McAtamney
 Kim Salmon
 Tim West
 TBD, Chair of Arts District Management Committee

Q1 PROGRAM PARTNERS:

Building Hope, BGV, Summit High School, Upper Blue Elementary, Frisco Elementary, Proyecto Thrive

	FY24 Q1	FY25 Q1
Total Participation	4736	4143
# of Unique Households	1242	1049



APPENDIX B
Q1 BRECK CREATE OVERVIEW, CON'T
Program KPIs

Breck Create Program KPIs	Total Participation FY24	Total Participation Q1 FY25	Total Earned Media Hits FY24	Earned Media Hits Q1 FY25	Town Goal	Event Cmt Goal
Ridge Street Arts Square	15681	2196	25	9	  	Destination Build Business Community Goodwill
Fine Art + Craft Curriculum	2899	765	11			
Precious Plastics <u>Remakers</u> Space	857	231 (683lbs)	4	1		
Old Masonic Hall Exhibitions	6561	718	9	1	Equity	
Artist-in-Residence	100	243	1	1	Equity	
Camps + Youth Education	609	134				
Special Events/ <u>AirStage Apres</u>	4655	105		6	Equity	
Festivals	13099		10		  	Destination Build Business Community Goodwill
Dia de Muertos	2599		4		Equity	All
BIFA	10500		6		Equity	All
Community	3056	106				Community
School-Based Education	2906	106			Equity	
Neighborhood Block Parties	150				Equity	
Presents	4708	1841	7			Business
Public Art Collection/Other			1	1		Destination
TOTAL	33175	4143	43	10		0

APPENDIX C

BRECK CREATE
FY25 BUDGET ALLOCATIONS

	<u>Total</u>	<u>Admin</u>	<u>Facilities</u>	<u>Event Services</u>	<u>Programs</u>
CONTRIBUTED REVENUE					
Contributions (Ind, Corp, Grants)	\$ 368,000				\$ 368,000
Town of Breckenridge (A)	<u>\$ 2,507,000</u>	<u>\$ 466,947</u>	<u>\$ 829,182</u>	<u>\$ 437,907</u>	<u>\$ 772,963</u>
TOTAL CONTRIBUTED REVENUE	\$ 2,875,000	\$ 466,947	\$ 829,182	\$ 437,907	\$ 1,140,963
EARNED/OTHER REVENUE					
Program	\$ 372,027	\$ -	\$ -	\$ -	\$ 372,027
Special Event + Other	\$ 205,000	\$ -	\$ -	\$ -	\$ 205,000
Event Services	<u>\$ 319,471</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 319,471</u>	<u>\$ -</u>
TOTAL EARNED/OTHER REVENUE	<u>\$ 896,498</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 319,471</u>	<u>\$ 577,027</u>
TOTAL REVENUES	\$ 3,771,498	\$ 466,947	\$ 829,182	\$ 757,378	\$ 1,717,990
EXPENDITURES					
Program	\$ 856,135	\$ -	\$ -	\$ -	\$ 856,135
Fundraising	\$ 92,050	\$ -	\$ -	\$ -	\$ 92,050
Event Services	\$ 113,410	\$ -	\$ -	\$ 113,410	\$ -
Facilities & Assets	\$ 715,541	\$ -	\$ 715,541	\$ -	\$ -
Operating	\$ 277,545	\$ 277,545	\$ -	\$ -	\$ -
Personnel (10%, 6%, 34%, 50%)	<u>\$ 1,821,324</u>	<u>\$ 189,402</u>	<u>\$ 113,641</u>	<u>\$ 643,968</u>	<u>\$ 874,312</u>
TOTAL EXPENDITURES	\$ 3,876,005	\$ 466,947	\$ 829,182	\$ 757,378	\$ 1,822,497
NET OPERATING PROFIT (LOSS)	\$ (104,507)	\$ -	\$ -	\$ -	\$ (104,507)
NET SPECIAL PROJECTS/OTHER					
Cultural Master Plan	\$ (150,000)	\$ (150,000)	\$ -	\$ -	\$ -
Fund Accounting	\$ (38,000)	\$ (38,000)	\$ -	\$ -	\$ -
Precious Plastics	\$ (11,500)	\$ -	\$ -	\$ -	\$ (11,500)
Town Project	\$ -	\$ -	\$ -	\$ -	\$ -
Other	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
NET SPECIAL PROJECTS/OTHER PROFIT (LOSS)	\$ (199,500)	\$ (188,000)	\$ -	\$ -	\$ (11,500)
NET PROFIT (LOSS)	\$ (304,007)	\$ (188,000)	\$ -	\$ -	\$ (116,007)
Percent of Total Expense	100%	12%	21%	20%	47%

(A) ToB grant assumed to cover total admin, facilities and event services costs net of earned revenue, and total facility cost net of earned revenue

Breck Create
Statement of Financial Position
As of March 31, 2025

	Total	
	As of Mar 31, 2025	As of Mar 31, 2024 (PY)
<hr/>		
ASSETS		
Current Assets		
1000 Bank Accounts	189,429.15	704,872.57
1200 Accounts Receivable	31,428.00	71,088.15
Other Current Assets		
1100 Investments	1,107,607.82	1,369,949.82
1300 Other Assets	39,336.34	31,859.04
<hr/>		
Total Other Current Assets	\$ 1,164,194.16	\$ 1,401,808.86
Total Current Assets	\$ 1,385,051.31	\$ 2,177,769.58
1600 Fixed Assets	417,671.03	475,868.45
Agency Funds + Other	259,170.73	243,942.68
<hr/>		
TOTAL ASSETS	\$ 2,061,893.07	\$ 2,897,580.71
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
2000 Accounts Payable (A/P)	4,036.44	3,047.33
2040 Credit Card Payable	34,948.25	19,771.29
Other Current Liabilities		
2010 Funds Held for Others	67,759.76	66,400.00
2100 Payroll Liabilities	30,087.48	25,558.84
2500 Deferred Revenue + Other	18,736.11	611,092.25
<hr/>		
Total Other Current Liabilities	\$ 116,583.35	\$ 703,051.09
Total Current Liabilities	\$ 155,568.04	\$ 725,869.71
Total Liabilities	\$ 155,568.04	\$ 725,869.71
Equity		
3000 Net Assets	1,893,756.45	2,102,546.19
Net Revenue	12,568.58	69,164.81
<hr/>		
Total Equity	\$ 1,906,325.03	\$ 2,171,711.00
<hr/>		
TOTAL LIABILITIES AND EQUITY	\$ 2,061,893.07	\$ 2,897,580.71

BRECK CREATE
BOARD OF DIRECTORS
BUDGET VS ACTUALS MARCH 2025

	FY24 YE	FY25 Annual Budget	FY25 YTD 3-31	FY25 YTD %
CONTRIBUTED REVENUE				
Contributions (Ind, Corp, Grants)	\$ 314,406	\$ 368,000	\$ 26,558	7%
Town of Breckenridge	<u>\$2,163,209</u>	<u>\$ 2,507,000</u>	<u>\$626,750</u>	<u>25%</u>
TOTAL CONTRIBUTED REVENUE	\$2,477,615	\$ 2,875,000	\$653,308	23%
EARNED/OTHER REVENUE				
Program	\$ 380,773	\$ 372,027	\$123,789	33%
Special Event + Other	\$ 197,326	\$ 205,000	\$ 52,468	26%
Event Services	<u>\$ 330,798</u>	<u>\$ 319,471</u>	<u>\$ 50,912</u>	<u>16%</u>
TOTAL EARNED/OTHER REVENUE	\$ 908,898	\$ 896,498	\$227,168	25%
TOTAL REVENUES	\$3,386,513	\$ 3,771,498	\$880,476	23%
EXPENDITURES				
Program	\$ 840,944	\$ 856,135	\$144,453	17%
Fundraising	\$ 69,156	\$ 92,050	\$ 7,583	8%
Event Services	\$ 19,104	\$ 113,410	\$ 21,676	19%
Facilities & Assets	\$ 423,629	\$ 715,541	\$178,653	25%
Operating	\$ 420,333	\$ 277,545	\$ 44,172	16%
Personnel	<u>\$1,660,692</u>	<u>\$ 1,821,324</u>	<u>\$395,643</u>	<u>22%</u>
TOTAL EXPENDITURES	\$3,433,859	\$ 3,876,005	\$792,181	20%
NET OPERATING PROFIT (LOSS)	\$ (47,346)	\$ (104,507)	\$ 88,296	-84%
NET SPECIAL PROJECTS/OTHER				
Cultural Master Plan	\$ (32,596)	\$ (150,000)	\$ (10,520)	7%
Fund Accounting	\$ (56,403)	\$ (38,000)	\$ (17,192)	45%
Precious Plastics	\$ (46,401)	\$ (11,500)	\$ (31,775)	276%
Town Project	\$ -	\$ -	\$ (5,271)	
Other	<u>\$ (26,044)</u>	<u>\$ -</u>	<u>\$ (16,608)</u>	
NET SPECIAL PROJECTS/OTHER PROFIT (LOSS)	\$ (135,400)	\$ (199,500)	\$ (64,757)	32%
NET PROFIT (LOSS)	\$ (208,790)	\$ (304,007)	\$ 6,930	-2%