



**Town Council Work Session**  
Tuesday, June 24, 2025, 2:00 PM  
Town Hall Council Chambers  
150 Ski Hill Road  
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89678284254> (Telephone: 1-719-359-4580; Webinar ID: 896 7828 4254). If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

**I. ARTS DISTRICT SITE VISIT (2:00-3:00PM)**

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

PLANNING COMMISSION DECISIONS

**III. LEGISLATIVE REVIEW (3:05-3:30PM)**

AMERICAN TOWER LEASE RENEWAL AGREEMENT (SECOND READING)

ORDINANCE APPROVING AMENDED AND RESTATED ALLO AGREEMENT (FIRST READING)

ORDINANCE APPROVING COMCAST FRANCHISE AGREEMENT (FIRST READING)

APPROVAL OF CHILDCARE INTERGOVERNMENTAL AGREEMENT (RESOLUTION)

**IV. MANAGERS REPORT (3:30-4:00PM)**

PUBLIC PROJECTS UPDATE

MOBILITY UPDATE

SUSTAINABILITY UPDATE

HOUSING UPDATE

OPEN SPACE UPDATE

COMMITTEE REPORTS

FINANCIALS

COMMUNICATIONS AND COMMUNITY ENGAGEMENT UPDATE

**V. OTHER (4:00-5:00PM)**

BRECKENRIDGE FIBER BROADBAND STRATEGIC PLAN

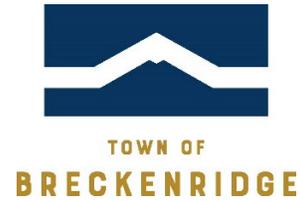
CHILDCARE CENTER MAINTENANCE PROPOSAL

BLUE RIVER PATHWAYS UPDATE

**VI. PLANNING MATTERS (5:00-6:00PM)**

MCCAIN OPEN SPACE PLAN DISCUSSION

OVERFLOW SKIER PARKING LOCATION



# Memo

**To:** Breckenridge Town Council Members  
**From:** Mark Truckey, Director of Community Development  
**Date:** June 18, 2025  
**Subject:** Planning Commission Decisions of the June 17, 2025 Meeting

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## ***DECISIONS FROM THE PLANNING COMMISSION MEETING, June 17, 2025:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

### **CLASS C APPLICATIONS:**

1. [BGV Parcel 3 Site Plan Modification, 355 N. Park Avenue, PL-2025-0116](#)

This application proposes modifying the previously approved development permit, PL-2024-0302, which allowed development of eight duplex structures (16 units) on the South Gold Rush Lot, described as Parcel 3. The modification is needed due to Colorado Passenger Tramway Safety Board (CPTSB) revision requests. The proposal includes shifting the location of three of the duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. These proposed changes impact the amount of affected wetlands, setback distances, and tree buffer retention along Park Avenue. The objective of this modification hearing is to confirm that the Planning Commission agrees that the modified plans comply with the wording of the development agreement. *Called up and approved.*

2. [Payne Residence, 467 Hamilton Ct., PL-2025-0133](#)

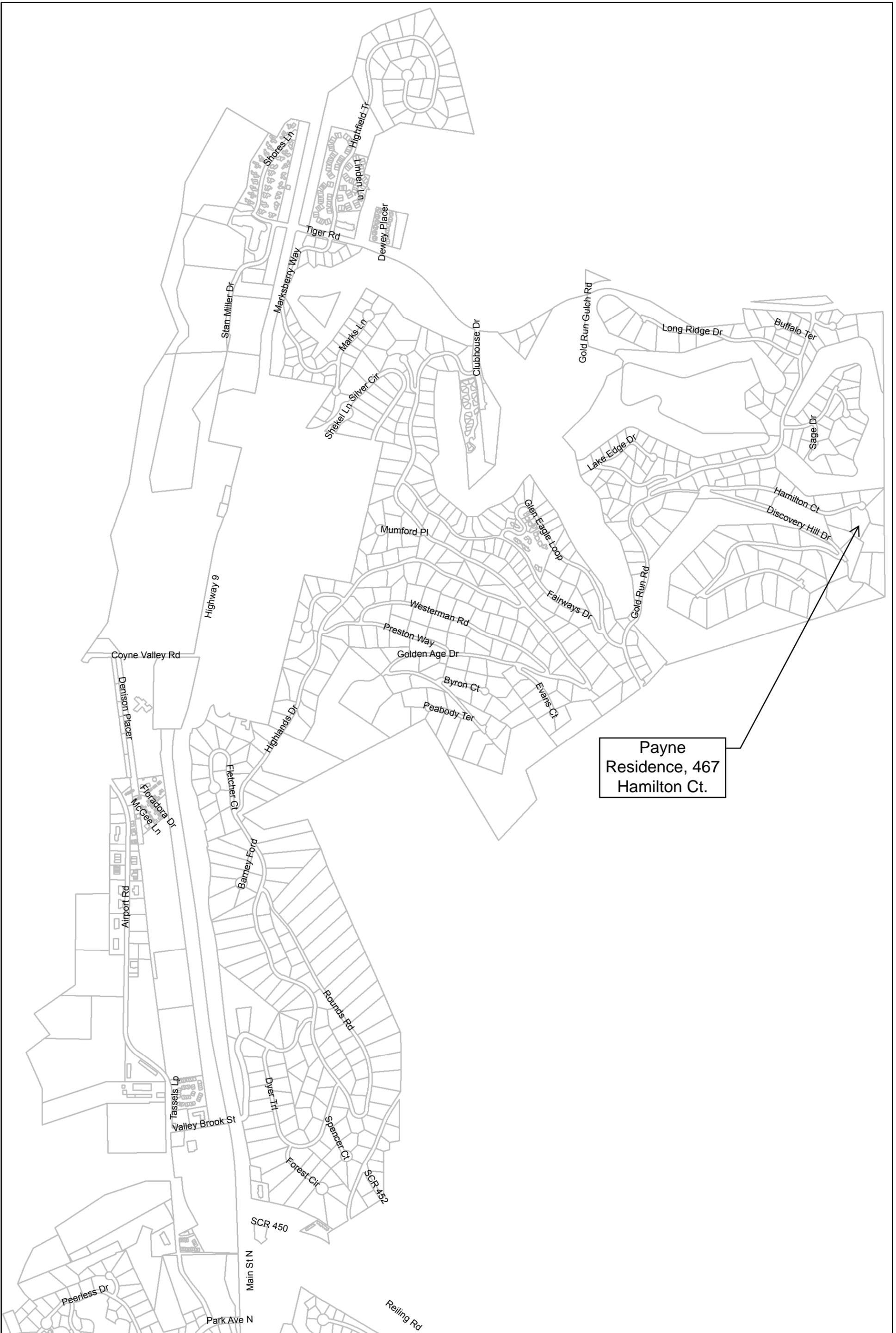
Construct a new single family residence with 5,748 sq. ft. of density, 5 bedrooms, 5.5 bathrooms, and a 3+ vehicle garage. The property will have 2 gas fireplaces, one (1) electric fireplace, an outdoor gas fire pit, and a gas stub for an outdoor barbeque. *Approved.*

3. [Christie Heights Hazardous Fuels Reduction Project, Christie Heights Subdivision, PL-2025-0143](#)

A proposal to perform voluntary wildfire mitigation by completing Hazardous Fuels Reduction (HFR) and the implementation of defensible space on 33 individual residential lots that are privately owned parcels throughout the Christie Heights and Penn Lode subdivisions. The applicant proposes to remove approximately 450 trees. *Approved.*

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.



Payne  
Residence, 467  
Hamilton Ct.



BGV Parcel 3 Site  
Plan Modification,  
355 N. Park Avenue

Christie Heights  
Hazardous Fuels  
Reduction Project,  
Christie Heights Sub  
(bubbled area is  
approximate)



Breckenridge South



## PLANNING COMMISSION MEETING

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

### ROLL CALL

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

### APPROVAL OF MINUTES

With no changes, the June 3, 2025 Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

With no changes, the June 17, 2025 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

### WORK SESSIONS:

#### 1. Certified Local Government (CLG) Training

Dr. Lindsey Flewelling, Preservation Planner with History Colorado, presented the structure, requirements, and benefits of the CLG certification.

Mr. Truckey: Is the Barney Ford house on the list for potential State Register listing? (Dr. Flewelling: I am not sure, but I will check into it and can get back to you.)

Ms. Propper: Is federal funding affected? (Dr. Flewelling: 60% of the state office's funding comes through federal funding. The FY 2025 was at the same level as the past two years, but that has not been released to the states yet. In the FY 2026 budget, currently under consideration by Congress, historic preservation has been zeroed out. Colorado is lucky to have grants through the state in addition to federal support.)

### CONSENT CALENDAR:

#### 1. BGV Parcel 3 Site Plan Modification (SVC), 355 N. Park Avenue, PL-2025-0116

Ms. Propper made a motion to call up the BGV Parcel 3 Site Plan Modification, seconded by Mr. Giller. The motion passed 7 to 0 and the project was called up.

Mr. Leas: I must disclose that I emailed the Commissioners, in response to staff's email forwarding public comments, stating that the public comments brought up questions that warranted discussion. There was no discussion, I just responded to Ms. Crump's email that went to everyone with a reply all, stating that the email from the property owner was interesting and I was looking forward to discussing it.

Mr. Guerra: Does anyone feel Mr. Leas cannot remain impartial on this issue?

Mr. Smith: I think Mark was saying he was anticipating a robust discussion, and I don't think there are any issues.

Mr. Giller: I think it was inappropriate, and we should try to follow the rules.

Mr. Guerra: I agree with Mr. Giller and my suggestion is that he recuse himself.

Mr. Guerra moved and Mr. Giller seconded a motion to recuse Mr. Leas. The motion was denied 4 to 2, with Mr. Guerra and Mr. Giller voting in the affirmative.

Ms. Crump presented a proposal to modify the previously approved development permit due to Colorado Passenger Tramway Safety Board (CPTSB) revision requests. The proposal includes shifting the location of three of the duplex structures, reconfiguration of the private drive, and relocation of supporting infrastructure and elements such as retaining walls, trash enclosure, guest parking, drainage facilities, detention ponds, and landscaping. The following specific question was asked of the Commission:

1. Does the Commission agree that the modified landscaping plan and tree buffer retention meet the requirements of the development agreement?

*Commissioner Comments / Questions:*

- Mr. Leas: What are perimeter setbacks? (Ms. Crump: Perimeter setbacks are used for multi-family developments and allow setbacks from the property perimeter and not the individual lots.) Mr. Leas: As long as the density is not exceeded, then structures can be built anywhere within that? (Ms. Crump: As long as they're meeting the perimeter setbacks, the buildings can be placed anywhere as long as density is separately met and building codes are also met.) Mr. Leas: We approved eight buildings and as long as those are within the perimeter setbacks they can be placed wherever. (Ms. Crump: They could, there are other considerations such as the landscaping concept plan in this case. Anywhere within the boundaries of the development and while following the development agreement and the concept plan.)
- Mr. Frechter: The three units on Woods Drive did move slightly. (Ms. Crump: Between the development plan approval and the building permit, the three buildings accessed along Woods Drive were adjusted slightly through that review process. They are now all perpendicular to Woods Drive. The distances between them are very similar to what was approved under the development permit plan.) Mr. Frechter: The actual separation between the buildings is closer to 18-20', not 10'. (Ms. Crump: Correct.) Mr. Frechter: The garage door to ROW looks like at least 22' from a rough measurement. (Ms. Crump: It should be minimum of 23' unless an Engineering waiver was granted to reduce that space.)
- Ms. Propper: It appeared there were more trees along Woods Drive than are now being proposed. (Ms. Crump: The development agreement speaks about the buffer trees along Park Avenue, it does not speak to the buffer trees along Woods Drive. Trees were removed out of the ROW and removed due to defensible space, but there are still some trees proposed along Woods Drive.) Ms. Propper: Can you explain purchasing wetland credits? (Shannon Smith, Town Engineer: Wetlands disturbance was contemplated at a certain acreage, and they were allowed to buy credits rather than build their own wetlands. They basically bought into a wetland mitigation bank, which is more useful than a bunch of small projects.)
- Mr. Leas: Graham Frank's letter stated that he was shocked that the tramway board had rejected their proposal, but I remember bringing up this issue previously. It appears that there is still some incremental encroachment of building 3.3. I'm assuming this is approved but can we understand what an encroachment is and isn't? (Ms. Crump: The letter from the tramway board speaks to the 35' air space easement for the pathway of the gondola cabin. The center line is the pathway of the gondola, so the air easement is approximately 35' centered over that gondola pathway, which is the area the buildings can't be in. Being within the 100' easement somewhat is okay as long as you're not in that 35' airspace. I don't have exact knowledge as to the reasons for why the previous site plan was rejected, but that is what the letter explained from the tramway board.)

Graham Frank (Applicant): We had to get planning approval to go to the tramway board and our understanding was that it would be acceptable according to our consultant who was a

former board member, but it was not. This is what they were comfortable with. That led to us going through this request. We want to keep as many mature trees as possible because it helps us as well. I think we've gotten to the most acceptable plan that accommodates all of the concerns but still offers a good site plan that is still in line with that initial approval. Also, we noticed that up to 12' on existing trees there are no limbs because the willows grow up to that level. The thing that's really providing that screening is all of those willows. We think, as we come back with these 12 – 15' evergreen trees, that will enhance the buffer outside the willows along Park Avenue.

Mr. Leas: I appreciate the information about the trees.  
Ms. Gort: Will all the willows be removed? (Mr. Frank: Only some of them. Those to the south of the building area line will remain.)

Public Comment:

Alex Dorotik: I am an attorney representing one of the Woods homeowners. She has asked me to express her misgivings. There were a number of waivers and things accounted for in the original site plan, and now it's changed. The 35' air easement seems to have been an existing requirement and should have been known about. Now these townhomes are right next to each other and that's a much different look than a typical residential neighborhood along a street in Breckenridge. My client takes great issue with what could now be called row houses. She would like this project to start again and fit more with the culture of the existing architectural standards of Breckenridge.

Richard Himmelstein, 675 Peak 6 Trail: I recall this same developer had the same issue at Grand Colorado 3, so I'm surprised there's an issue again. Losing trees along Park Avenue, you need to reevaluate the drainage in that area now because it changed. The November 14, 2023 plan showed single-car garages and smaller buildings and the present building is two-car garages. I did not object to it before because the buildings had a lot of trees. But now I look at it and they went through having 32 total trees in one area down to 8 because they squeezed the buildings so close together. Either they have to meet the landscaping policy or the conceptual plan in the development agreement, or we'll have an issue.

Mr. Giller: This is an unfortunate circumstance and timing. I believe Mr. Frank when he said that one of his consultants worked on the tram board and I've seen design changes on projects. I think most of what I was looking for was covered. I think we would have approved this project as is had it been brought to us this way originally and I see no reason to change it now.

Mr. Leas: It meets the requirements.

Ms. Propper: Yes.

Mr. Smith: Yes.

Ms. Gort: Yes.

Mr. Frechter: Yes. I agree with Mr. Giller. I think this is a better result. A lot of the lodge pole pines on the site are leggy and wonder how much more life they have anyway. This is denser and takes up less space overall since it's denser and closer together. The people most impacted by this will be the eventual owners buying buildings that are closer together.

Mr. Guerra: It's unfortunate that this is before us again but as Mr. Giller said we would have passed this originally. I want to reiterate that the new trees, height and number of trees, is a plus.

Ms. Propper made a motion to approve the BGV Parcel 3 Site Plan Modification, seconded by Mr. Leas. The motion passed 7 to 0.

2. Payne Residence, 467 Hamilton Court, PL-2025-0133
3. Christie Heights Hazardous Fuels Reduction Project (CC), Christie Heights Subdivision, PL-2025-0143

Payne Residence and Christie Heights Hazardous Fuels Reduction projects were not called up and were approved as presented.

**OTHER MATTERS:**

1. Town Council Summary

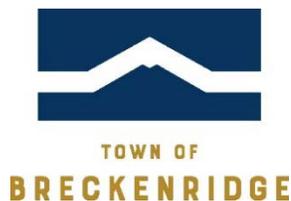
Staff indicated there are no applications or items scheduled for the July 1 meeting and suggested cancelling the meeting. Mr. Frechter moved to cancel the July 1<sup>st</sup> meeting as there are no agenda items. Motion passed 7-0.

**ADJOURNMENT:**

The meeting was adjourned at 6:46 pm.

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Ethan Guerra, Chair



# Memo

To: Town Council  
From: Dave Byrd, Director of Finance  
Date: June 17, 2025 (for June 24, 2025)  
Subject: American Tower Lease Renewal Agreement (Second Reading)

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## 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

American Tower Corporation currently leases Suite 160 at the Breckenridge Professional Building located at 130 Ski Hill Road, Breckenridge CO 80424. American Tower has been a tenant in the Professional Building since September 2016. The tenant is requesting two automatic four-year extensions of their current lease, which will extend the lease term to January 31, 2035.

## Background

Town Ordinance 3 Series 2020 requires Town Council approval for any lease beyond three years at the Breckenridge Professional Building. The two four-year extensions require approval from the Town Council.

## Public outreach/engagement

Outside of the work session review on June 10<sup>th</sup>, there will be an ordinance to be voted on during the regular meeting on both June 10<sup>th</sup> and June 24<sup>th</sup>, 2025.

## Financial Implications

There is no impact on the current budget for this lease amendment. The two four-year renewals will provide secure rental income for future years. The attached lease amendment provides the monthly rental income by year.

## Equity Lens

As a company, American Tower has a strong commitment to Diversity, Equity, and Inclusion (DEI). They are recognized as a Best Employer for Diversity by [Forbes](#) and actively pursue DEI initiatives, including supporting DEI-focused initiatives within their industry through their CEO Council, [according to LinkedIn](#) and [Nareit](#). They emphasize creating an inclusive workplace free from discrimination and valuing diverse perspectives. This lease assures American Tower of eight more years of a lease in the Breckenridge Professional Building.

## Staff Recommendation

Staff recommends approval of the 3<sup>rd</sup> amendment of the lease.

**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.

**AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE OF THE BRECKENRIDGE PROFESSIONAL BUILDING**

WHEREAS, the Town owns the real property commonly known as the Breckenridge Professional Building (“Professional Building”) located at 130 Ski Hill Road, Breckenridge, Colorado;

WHEREAS, when the Town purchased the Professional Building, it became a successor in interest to certain leases for spaces within the building, including a lease with ATC Outdoor DAS, LLC (“ATC”) dated August 12, 2016; and

WHEREAS, ATC and the Town have amended the original lease several times, with lease amendments dated September 20, 2016 and February 19, 2021 (with the original lease, collectively the “Lease”); and

WHEREAS, the Town desires to approve a third amendment to the Lease with ATC that will effectively extend the term of the Lease through January 31, 2035 inclusive of two (2) automatic renewal terms of four (4) years each; and

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town real property longer than one year must be approved and authorized by ordinance.

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

Section 1. Town Council hereby approves the Third Amendment to the lease between the Town of Breckenridge and ATC, a copy of which is attached hereto as **Exhibit A**.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 10th day of June, 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of \_\_\_\_\_, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Mae Watson, Town Clerk

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“*Third Amendment*”) is entered into as of the last of the signature dates below (“*Effective Date*”) between Town of Breckenridge, a Colorado municipality, successor in interest to Eduardo Felix Bello and Pamela McPherson Bello, with a mailing address of 150 Ski Hill Road, PO Box 168, Breckenridge, CO 80424 (“*Landlord*”) and ATC Outdoor DAS, LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, Massachusetts 01801 (“*Tenant*”). Landlord and Tenant are sometimes hereinafter collectively referred to as the “*Parties*”.

### BACKGROUND

A. Landlord and Tenant, or their successors in interest, are parties to that certain Lease Agreement dated August 12, 2016 (“*Original Lease*”), as amended by that certain First Amendment to Lease Agreement dated September 20, 2016 (“*First Amendment*”), as further amended by that Second Amendment to Lease Agreement dated February 19, 2021 (“*Second Amendment*”), for certain premises located within the building commonly known as Sawmill Station Square Commercial Building No. 1 located at 130 Ski Hill Road, Breckenridge, CO 80424 (collectively, “*Lease*”).

B. The Parties desire to amend the Lease on the terms and conditions set forth in this Third Amendment.

C. Any capitalized terms used, but not defined, in this Third Amendment shall have the meanings assigned to them in the Lease.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. Paragraph 3 of Lease, as amended in paragraph 4 of the Second Amendment, is hereby deleted in its entirety and replaced with the following:

“The initial term of this Lease will be ten (10) years and two months (“*Initial Term*”), commencing on December 1, 2016 (“*Commencement Date*”). This Lease will be automatically renewed for two (2) terms of four (4) years unless: (i) a Tenant Event of Default (as defined in Section 16(a)) exists or (ii) Tenant gives written notice to Landlord at least sixty (60) days prior to the expiration of the then current term of Tenant’s intention

not to renew the Lease (each a “**Renewal Term**”). The Initial Term and Renewal Term(s) are collectively referred to as “**Term.**”

2. Change to Lease Area. The definition of Lease Area set forth in the Lease, and as amended in paragraph 1 of the First Amendment, is revised to refer to "Suite #160, consisting of approximately 1,125 rentable square feet." All references in the Lease to “1,143 rentable square feet” shall be deleted and replaced with “1,125 rentable square feet”.

3. Change to Paragraph 4; RENT AND FEES. Paragraph 4(a) of the Lease is deleted in its entirety and replaced with the following language:

“4(a) Monthly Rent. The Parties agree that, starting from the Effective Date of this Third Amendment, Tenant shall pay “Monthly Rent” pursuant to the table below. “Monthly Rent” includes the “Outdoor Space Fee” and Common Area Maintenance fees (“CAM”) (as was previously defined in Paragraph 4(c) of the Original Lease as “Additional Rent.”) CAM is included in Monthly Rent on a pre-determined basis without the need for an annual true-up.”

	Monthly Amount		
2/1/2025	1/31/2026	\$3,662.13	Out of this amount, \$2,586.91 is rent and \$1,075.22 is CAM
2/1/2026	1/31/2027	\$3,772.00	Out of this amount, \$2,664.52 is rent and \$1,107.48 is CAM
2/1/2027	1/31/2028	\$3,885.16	Out of this amount, \$2,744.46 is rent and \$1,140.70 is CAM
2/1/2028	1/31/2029	\$4,001.71	Out of this amount, \$2,826.79 is rent and \$1,174.92 is CAM
2/1/2029	1/31/2030	\$4,121.76	Out of this amount, \$2,911.59 is rent and \$1,210.17 is CAM
2/1/2030	1/31/2031	\$4,245.41	Out of this amount, \$2,998.94 is rent and \$1,246.47 is CAM
2/1/2031	1/31/2032	\$4,372.77	Out of this amount, \$3,088.91 is rent and \$1,283.86 is CAM
2/1/2032	1/31/2033	\$4,503.95	Out of this amount, \$3,181.58 is rent and \$1,322.37 is CAM
2/1/2033	1/31/2034	\$4,639.07	Out of this amount, \$3,277.03 is rent and \$1,362.04 is CAM
2/1/2034	1/31/2035	\$4,778.24	Out of this amount, \$3,375.34 is rent and \$1,402.90 is CAM

Paragraphs 4(b) and 4(c) of the Original Lease and Paragraph 2 of the Second Amendment are deleted in their entirety. Paragraphs 4(d) and (e) of the Original Lease shall remain unchanged except they shall be renumbered as Paragraphs 4(b) and (c). Any reference to “Minimum Rent” or “Additional Rent” shall be read to mean “Monthly Rent.”

4. Surrender. Paragraph 17(a) of the Lease is hereby deleted in its entirety and replaced with the following:

“(a) Tenant's Surrender of the Lease Premises: Following any termination or expiration of the Lease, Tenant shall remove all its personal property from the Lease Premises. In performing such removal, Tenant shall restore the Lease Premises and any personal property and fixtures thereon to the same condition as existed on the Commencement Date, reasonable wear and tear excepted, except as set forth below. In the event Tenant fails to surrender the Lease Premises in the condition as required hereunder, in its sole discretion, Landlord may repair, replace, repaint and clean the Lease Premises as needed and deduct the cost thereof from the Security Deposit and charge Tenant for any additional costs not covered thereby. The cost of such removal shall be borne by Tenant and Tenant shall repair all injury and damage caused by or in connection with the removal of such property. Tenant shall remove its fiber optic or other cable, wiring, sleeving, or conduit installed by Tenant and restore or fill in any core drillings that Tenant created in the Building prior to the termination or expiration of this Lease. All items not removed or repaired by the termination or expiration of the Lease shall be at Landlord's election deemed abandoned and may be removed or repaired by Landlord at Tenant's expense.”

5. Parking. Paragraph 19(p) of the Lease is hereby deleted and replaced with the following:

“(p) Parking: Notwithstanding anything contained in the Lease to the contrary, Landlord has no obligation to provide to Tenant parking spaces, exclusive or non-exclusive, in parking lots attached or adjacent to the Lease Premises. Tenant shall be allowed to purchase Town of Breckenridge employee parking passes from the Town of Breckenridge's Parking District, at Tenant's sole cost, for Tenant's use.”

6. Incorporation of Recitals. The information contained in the “Background” section above is hereby incorporated by reference in this Third Amendment.

7. No Other Revisions; Entire Agreement. Except as expressly modified by the terms of this Third Amendment, the Original Lease, the First Amendment, and the Second Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Third Amendment and the Original Lease, the First Amendment, and the Second Amendment, the terms of this Third Amendment shall control. The Lease, as modified by the First Amendment, Second Amendment, and this Third Amendment, embodies the entire agreement between the parties with respect to the matters hereof, and may not be amended, modified, or terminated except by a writing duly signed by the party to be charged. There are no representations or understandings existing prior to the date hereof between the parties which are not stated in the Third Amendment.

8. Electronically Reproduced Counterparts. This Third Amendment may be executed in several counterparts and all so executed will constitute one agreement, binding on all the Parties even though all the Parties are not signatories to the original or the same counterpart. The Parties agree that (i) a digital or electronic signature on this Third Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Third Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Third Amendment first be proven.

9. Titles and Captions. All article, section and paragraph titles or captions contained in this Third Amendment are for convenience only and will not be deemed part of the context nor affect the interpretation of this Third Amendment.

10. Agreement Binding. This Third Amendment will be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

11. Savings Clause. If any provision of this Third Amendment, or the application of such provision to any person or circumstance, will be held invalid, the remainder of this Third Amendment, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

12. Authority. Each party hereto represents and warrants to the other that all necessary authorizations required for the execution and performance of this Third Amendment have been given and that the undersigned officer of a party is duly authorized to execute this Third Amendment and bind the party for which it signs.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the latter date of signature set forth below.

[signatures on following page]

**LANDLORD:**  
**Town of Breckenridge**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**TENANT:**

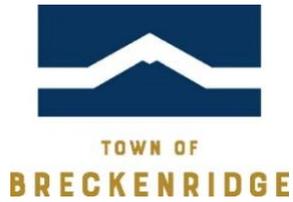
**ATC Outdoor DAS, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



# Memo

**To:** Town Council  
**From:** Chris Luberto, Director of IT  
**Date:** 06/16/2025 (for 06/24/2025)  
**Subject:** Ordinance Approving Amended and Restated Allo Agreement (First Reading)

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

**Summary**

Staff recommends that Town Council approve the attached Amended and Restated Fiber Lease and Network Operation Agreement between the Town of Breckenridge and Allo Communications. This agreement replaces the original 2019 lease and reflects the findings of the Breckenridge Broadband Fiber Strategic Plan, which identified both performance and financial challenges in the original structure. The renegotiated terms aim to realign incentives and advance the Town’s broadband goals. Key improvements include:

- **Revenue Sharing:** The Town’s share of qualifying revenue increases from 25% to 50%. Additionally, the Town will now receive 70% of dark fiber revenue.
- **Dark Fiber Leasing Control:** All dark fiber lease agreements must receive Town approval and be mutually agreed upon.
- **Term and Renewal:** The contract retains a 10-year term but removes the automatic renewal clause. A single 10-year renewal is available only upon mutual agreement and performance benchmarks.
- **Termination Clause:** In the event of contract termination or non-renewal, the agreement mandates an 18-month wind-down period with clear milestones, asset transfer terms, and ongoing service obligations to ensure continuity.
- **Free Community Services:** As part of Allo’s community partnership obligations, Allo will provide free internet service to three nonprofit organizations located within Town limits and one year of service for the Vista Verde 2 workforce housing project.
- **Improved Reporting:** The agreement includes enhanced quarterly reporting requirements, giving the Town greater visibility into network performance, customer adoption, and service categories. This data will inform future construction, expansion, and investment decisions.

**Background**

In 2018, the Town of Breckenridge initiated the Fiber9600 project to build a high-speed, affordable broadband network for residents, businesses, and visitors. A recent strategic assessment of this project found that the original 2019 lease agreement with Allo lacked sufficient mechanisms to incentivize network growth or enforce performance standards. The Amended and Restated Fiber Lease Agreement addresses these issues by increasing the Town’s revenue share and improving operational flexibility. This

**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.

strategic reset allows the Town to better manage its broadband future and preserve the long-term value of the Fiber9600 network.

**Public outreach/engagement**

Public input was not specifically sought during the negotiation of the amended lease agreement. The updated terms were informed primarily by internal staff analysis, legal review, and strategic planning outcomes, particularly from the Broadband Fiber Strategic Plan process.

**Financial Implications**

The amended agreement is expected to have a positive financial impact on the Town, both in the current fiscal year and over the long term. By increasing the Town's share of qualifying revenue from 25% to 50%, and securing a 70% share of dark fiber revenue, the new structure provides a stronger return on the Town's infrastructure investment. Additionally, the removal of the automatic renewal clause and the inclusion of clearly defined termination and wind-down provisions help mitigate future financial risk and provide the Town with more control over its broadband assets. These adjustments enhance the sustainability of the Fiber9600 network and better position the Town to make responsible financial and operational decisions moving forward.

**Equity Lens**

The amended agreement supports digital equity by requiring Allo to provide free internet service to three (3) nonprofit organizations with physical locations within the Town of Breckenridge. Additionally, Allo will offer low-cost internet options to income-qualified households, under eligibility criteria to be mutually determined with the Town. These provisions help ensure the Fiber9600 network remains inclusive, accessible, and equitable for all members of the Breckenridge community.

**Staff Recommendation**

Staff recommends approval of the attached Amended and Restated Lease and Network Operation Agreement with Allo Communications. This agreement enhances the sustainability and performance of the Fiber9600 project, increases transparency and financial return to the Town, and positions Breckenridge to make informed, strategic decisions about the long-term operation and public benefit of its broadband infrastructure.

1 COUNCIL BILL NO. \_\_

2  
3 Series 2025

4  
5 **AN ORDINANCE APPROVING AN AMENDED AND RESTATED FIBER**  
6 **LEASE AND NETWORK OPERATIONS AGREEMENT**  
7

8 WHEREAS, the Town and Allo Communications, LLC d/b/a Allo Asset Entity 1, LLC  
9 (“Allo”), previously entered into a Fiber Lease and Network Operations Agreement (“Original  
10 Agreement”); and

11 WHEREAS, the Original Agreement provided for a public-private partnership between  
12 Allo and Town to create and operate a fiber network (“Network”) for the Town; and

13 WHEREAS, such Network has been created, leased to Allo, and operated by Allo  
14 pursuant to the Original Agreement; and

15 WHEREAS, the Town and Allo wish to amend and restate the Original Agreement to  
16 better capture certain aspects of the leasing, operation, and deployment of the Network,  
17 including an improved revenue sharing provision, clarifications on the term of the Agreement,  
18 additional definitions, better reporting and performance metrics, and other changes to  
19 accomplish the same; and

20 WHEREAS, the Amended and Restated Lease and Network Operation Agreement has a  
21 term of longer than one year; and

22 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town  
23 real property longer than one year must be approved and authorized by ordinance.

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

26 Section 1. Town Council hereby approves the Amended and Restated Lease and  
27 Network Operations Agreement between the Town of Breckenridge and Allo, a copy of which is  
28 attached hereto as **Exhibit A**.

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

31 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
32 PUBLISHED IN FULL this 24th day of June, 2025. A Public Hearing shall be held at the regular  
33 meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of  
34 \_\_\_\_\_, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building  
35 of the Town.

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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Mae Watson, Town Clerk

**AMENDED AND RESTATED LEASE AND NETWORK OPERATION AGREEMENT**

**THIS AMENDED AND RESTATED LEASE AND NETWORK OPERATION AGREEMENT** is entered into on \_\_\_\_\_ between the Town of Breckenridge, located at 150 Ski Hill Road, Breckenridge, CO 80424 (hereinafter called “Town” or “Lessor”) and Allo Asset Entity 1, LLC, located at 330 South 21<sup>st</sup> Street Lincoln, Nebraska 68510 (hereinafter called “Allo” or “Lessee”). Allo and Town individually referred to as a “Party” or collectively as the “Parties”.

RECITALS

1. To provide better municipal services to Town residents and businesses, and to facilitate economic benefit throughout the Town, the Town desires to deploy a new fiber-to-the-premises network throughout the Breckenridge area.
2. The Town desires to structure the Breckenridge Fiber Network (“BFN”) in a manner that effectively enables the provision of gigabit broadband Internet access services and capabilities as described herein.
3. The Town has conducted a public selection process to identify and enter into an agreement with a qualified private-sector entity to activate and operate the BFN on a nondiscriminatory basis and to offer the Services to Town residents and businesses.
4. The Town has identified and selected Allo as the best candidate to provide such Services, and to that end the Town has negotiated this Agreement with Allo.
5. To effect the purposes set forth above, the Town desires to lease to Allo certain BFN assets, including dark fiber and access to associated outside plant equipment.
6. Allo desires to accept such lease, to activate and operate the BFN on a nondiscriminatory basis, and to provide the Services to Town residents and businesses, as further set forth in, and subject to the provisions of, this Agreement.
7. To accomplish the above, on May 21<sup>st</sup>, 2019, the Town and Allo entered into a Lease and Network Operation Agreement (“Original Agreement.”)
8. The Town and Allo desire to make certain changes to the Original Agreement and wish to amend and restate the Original Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Lessor and Lessee agree as follows:

**1. Table of Exhibits Made Part of This Agreement**

- a. Exhibit A: Plans
- b. Exhibit B: Listed Assets
- c. Exhibit C: Service Level Agreements
- d. Exhibit D: Maintenance of Assets
- e. Exhibit E: Right of First Offer
- f. Exhibit F: Reporting
- g. Exhibit G: Wind-Down Provisions

## 2. Definitions

- a. **“Dark Fiber Service”** means the provision of access to unlit (non-energized) fiber strands on the BFN by Allo to a third party, whether by lease, license, or other similar arrangement.
- b. **“Dark Fiber Revenue”** means revenue, as determined in accordance with generally accepted accounting principles, received by Allo from providing Dark Fiber Services on the BFN to a third party for any purpose. “Dark Fiber Revenue” shall not include (A) any taxes, fees, or assessments collected by Allo from third parties for any pass-through to a government agency, including without limitation the FCC user fee, Franchise Fee, or any sales or utility taxes; (B) uncovered bad debt; (C) credits, refunds, and deposits paid to third parties; (D) connection fees; (E) “over the top” services; (F) late fees; (G) installation and reconnection fees; (H) upgrade and downgrade fees; or (I) any revenues arising from the provision of active services, including but not limited to voice services, internet access, network management, service provisioning, and operational support, unless explicitly stated in the applicable agreement with a third-party Dark Fiber Service customer.
- c. **“Affiliate”** means, with respect to any specified Person, any other Person controlling or controlled by or under common control with the specified Person. For the purposes of this definition, “control” means the power to direct management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- d. **“Agreement”** means this Fiber Lease and Network Operation Agreement, any and all Exhibits and Attachments, and any Addenda or written amendments to which the Parties may agree from time to time.
- e. **“Assets”** means the BFN including any dark fiber strands and Outside Plant associated with the BFN and leased to Allo under this Agreement, as specified in Exhibit A.
- f. **“Authorizations”** means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of

way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

- g. “Breckenridge Fiber Network” / “BFN” means the fiber-to-the-premises network owned and installed by the Town of Breckenridge as contemplated herein and reflected in Exhibit A, including, but not limited to Dark Fiber, conduit, strands, pedestals, terminals, equipment owned by the Town, attachment points, backbone extensions, private property access, building entrances, and any other property interest including any fee, easement, or any franchise rights directly related to or attached to the infrastructure identified in Exhibit A. The BFN will not include the entirety of the Dark Fiber, some of which will be kept by the Town for its own non-commercial use, i.e., uses that do not compete with the services Allo offers for which it generates Qualifying Revenue as defined herein. BFN excludes any CPE and any equipment owned by Allo or equipment installed by Allo, any conduit owned by the Town which is not utilized for fiber by Allo. The BFN includes Drops owned by the Town, but does not include Drops owned Allo. The BFN may extend into expanded service areas that are constructed after the initial build of the BFN as contemplated by Exhibit A upon mutual agreement of the Parties.
- h. “Commercially Reasonable” means efforts that are reasonable and in good faith given the circumstances, however, such efforts do not require all or every possible effort to be made.
- i. “Customer Premises Equipment” (“CPE”) means terminal and associated equipment and inside wiring located at a Premises that is necessary for the receipt of Services, and which is owned and installed by Allo.
- j. “Dark Fiber” means fiber optic cable strands without electronic and optronic equipment which has not completed Light Testing or has not been activated.
- k. “Drop” means the fiber cables and network interface unit connecting a given Premises to the BFN.
- l. “Effective Date” means the date upon which this Agreement has been executed by the Parties.
- m. “FTTP” means fiber to the premises.
- n. “Government Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any

kind relating to a Party's execution of its obligations under this Agreement.

- o. "Intra-Town Transport Services" all point-to-point BFN data transport services in which all points terminate within BFN.
- p. "Initial Term" has the meaning set forth in 4.a.
- q. "Internet Services" means the provision of high-speed internet access service provided by the Allo for hire, sale, or resale to the general public.
- r. "Lease" has the meaning set forth in Section 3.a.
- s. "Light Testing" means the process by which Allo ensures that activated fiber is ready for use.
- t. "Municipal Purposes" means Town use of the BFN to support governmental entities and services, which excludes any commercial use of the BFN by Town that directly competes with Allo's uses of the BFN.
- u. "Network Operator" means Allo's role in (i) configuring and activating a community fiber network utilizing the BFN, and (ii) providing data / IP transport services to unrelated Service Providers on a nondiscriminatory basis, as further articulated in Section 8.
- v. "Optical Network Terminal" / "ONT" means a CPE device that performs interface functions, such as code conversion, protocol conversion, and buffering, required for communications to and from an optical fiber network.
- w. "Outside Plant" means equipment and structures owned by the Town that is used to house or support BFN fiber optic cable, to which Allo is granted an exclusive right to use under this Agreement.
- x. "Person" means an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any government department or government agency or any other entity.
- y. "Premises" means a residence, commercial building, multi-dwelling unit or buildable lot that can be feasibly and reasonably served from the BFN.
- z. "Prorated Lease Payments" has the meaning set forth in Section 3.b.i.
- aa. "Qualifying Revenue" means revenue, as determined in accordance with generally accepted accounting principles, received by the Allo from providing the following

services: (i) Internet Services; (ii) Intra-Town Transport Services and Voice Services. “Qualifying Revenue” shall not include (A) any taxes, fees or assessments collected by the Allo from Subscribers for any pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, or any sales or utility taxes, provided, however that fees for multi-channel video services shall be addressed in a separate cable franchise between the parties; (B) unrecovered bad debt; (C) credits, refunds and deposits paid to Subscribers, (D) any fees derived from Allo’s activities outside of its role as Network Operator or Service Provider; connection fees; (E) “over the top” services (F) late fees; (G) installation and reconnection fees; (H) upgrade and downgrade fees.

- bb. “Renewal Term” has the meaning set forth in Section 4.
- cc. “Route” means the physical path traversed by the BFN, as set forth in applicable maps and related documents that are made a part of this Agreement.
- dd. “Service” means any retail or wholesale communications service offered and provided using the BFN and the Assets, whether by Allo or another Service Provider, including but not limited to broadband Internet access service, Voice Service, and Video Service.
- ee. “Service Provider” means, in addition to Allo, a provider of retail Services, to which Allo provides data transport services using Assets.
- ff. “Subscriber” means a business, governmental or residential customer of retail or wholesale Services provided by a Service Provider or provided by Allo.
- gg. “Term” means the Initial Term and any Renewal Terms, as provided in Section 4 of this Agreement.
- hh. “Video Service” means a wireline multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.
- ii. “Voice Service” means interconnected service, as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

### 3. Lease; Lease Payments.

- a. **Grant of Lease.** Upon the Effective Date, the Town grants to Allo for the Term the exclusive right to use the BFN and the Assets for the purposes described in this Agreement, as it may be amended from time to time, for the purposes set forth in this Agreement (“Lease”). It is the intent of the Parties for this Agreement to be a conveyance of a leasehold interest in the BFN property from Town to Allo for the

duration of the Term.

- i. Allo’s Use.** Allo shall have the exclusive right to use the BFN to operate a fiber network capable of providing the Services in any manner that complies with applicable law.
- ii. Title.** Legal title in the Assets and the BFN is, and shall be held by the Town and, except as otherwise stated herein, nothing in this Agreement shall convey any legal title to real or personal property, nor shall it create any security interest for Allo or any other person’s benefit.
- iii. Sale or Transfer of Assets.** In the event the Town sells, assigns, otherwise transfers title in the Assets prior to the expiration of the Term, Allo’s right to use the Assets during the Term shall not be affected, and any such transfer, assignment, or sale shall explicitly be made subject to and conditioned upon the continuation of the Lease (including Allo payment obligations under this Lease) and the assignment of the Lease to the transferee or successor in interest.
- iv. Town Sale - Allo Right of First Offer.** The Town grants to Allo a Right of First Offer with respect to the BFN as set forth on Exhibit E.

**b. Lease Payment; Reporting.**

- i. Lease Payment.** Allo shall pay the Town an amount equal to fifty percent (50%) of Qualifying Revenue per month (“Lease Payment”). Allo shall pay the Town an amount equal to seventy percent (70%) of Dark Fiber Revenue per month (“Dark Fiber Lease Payment.”) Lease payments described in this Section and not subject to a good faith dispute, and of any other fees or charges under the Agreement, shall be due monthly, in arrears. Allo shall have no obligation to make a Lease Payment until Allo derives Qualifying Revenue from the BFN.
- ii.** In the event there is a good faith dispute relating to the payment of any amount due under this Agreement (“Dispute”), the Party claiming the Dispute will notify the other Party of the Dispute in writing, then Parties will meet to discuss the Dispute and attempt to resolve it in good faith. If the Dispute is not resolved within ten calendar (10) calendar days of the date of the Dispute notice, then the Dispute will be escalated to senior members of the Parties’ respective organizations. If the Dispute remains unresolved for an additional ten (10) calendar day period after the Dispute has been escalated to the senior members of the respective organizations, then the Dispute will be subject to mediation, if both parties mutually agree. The parties may mutually agree on a qualified mediator, no later than thirty calendar (30) days after a Party submits a written request for mediation to the other Party. Mediation shall take place in Summit County, Colorado.

Arrangements reached in mediation shall be enforceable as settlement agreements in any court have jurisdiction thereof. If no arrangement is reached during mediation, the Dispute shall be subject to the Dispute Section 28 of this Agreement. For as long as the Dispute unresolved, it shall not be considered a breach of this Agreement.

- iii. **Financial Reporting.** Allo shall provide to the Town a written report on a quarterly basis (or more frequently as reasonably requested by the Town). These reports shall include, but not be limited to, the following, and shall comply with the format and details set forth in **Exhibit F**:
- A. The report shall include detailed information about Subscribers, including the total number of Subscribers activated and deactivated during the reporting period, the net Subscriber count as of the last day of the reporting period, and a breakdown of Subscribers by service category (e.g., voice, video, data) and customer type (residential or business). Additionally, the report shall detail the revenue received from each service category, further segmented by residential and business customers.
  - B. The report shall provide Subscriber growth history by year and quarter, segmented by residential and business customers. It shall also include the customer churn rate, defined as the percentage of deactivated Subscribers relative to the total Subscribers during the reporting period.
  - C. The report shall include the geographic coverage of the Breckenridge Fiber Network (BFN), supplemented with maps or visualizations, and the take rate, calculated as the percentage of potential customers in the coverage area who subscribe to services, segmented by residential and business customers. Additionally, it shall provide key performance indicators (KPIs) for network performance, including average data speeds (upload and download), latency, jitter, and reliability metrics such as average uptime percentage, total outages, categorized by cause, and resolution times.
  - D. The report shall include a summary of marketing initiatives conducted to promote the Breckenridge Fiber Network (BFN) and its services, along with an analysis of campaign effectiveness, including customer acquisition metrics tied to each campaign.
  - E. The report shall include any additional information reasonably requested by the Town to monitor compliance with this Agreement or to evaluate the overall success of the Breckenridge Fiber Network (BFN).

F. Audit. The Town shall have the right to audit all Lease Payments in accordance with Section 22.

G. All reports shall adhere to the format and metrics outlined in **Exhibit F**, and any updates to the reporting framework must be mutually agreed upon in writing by the Parties.

#### 4. Term and Termination.

a. **Term; Term Renewal.** This Agreement is effective on the Effective Date, but the Initial Term commenced at the time Allo made its first Lease Payment, which the Parties agree occurred on March 5, 2020. This Agreement shall continue for a term of ten (10) years from the date upon which Allo makes its first Lease Payment, (“Initial Term”), unless terminated sooner under the provisions of Section 4.b of this Agreement, or otherwise by mutual agreement of the Parties. The Parties may mutually renew this Agreement for one (1) additional ten (10) year extension (“Renewal Term”). Written notice of a request to renew must be submitted at least six months prior to the expiration of the Initial Term, or any Renewal Term, as applicable. If Allo submits its written request to renew this Agreement no less than six months prior to the expiration of the Initial Term, the Parties will mutually consider renewal terms using the following standards as key indicators of performance:

- i. Allo’s compliance with the requirements of this Agreement
- ii. Allo’s compliance with applicable federal, state and local laws, rules and policies.
- iii. Allo achieving a 45% “take rate” of homes connected to activated portions of the BFN, in comparison to the homes capable of being connected, unless failure to reach the target take rate was caused, in whole or in part, by a Force Majeure Event, or by unforeseen factors reasonably outside of either Party’s control.
- iv. Allo achieving the service levels set forth in Exhibit C.

b. **Termination.** Either Party may terminate this Agreement in the event of Default of this Agreement by the other Party, consistent with and subject to the procedures and remedies for breach set forth in Section 5.

c. **Effect of Termination.** In the event of termination of this Agreement for breach as set forth in Section 5, Allo shall immediately relinquish and quit all claims of right to use the Assets as set forth in this Agreement. All other rights and obligations of the Parties set forth under this Agreement shall cease immediately, except for rights and obligations specifically designated to survive termination, as set forth in this Section. After the effective date of termination for breach pursuant to Section 5, there shall be a maximum of an eighteen (18) month transition period in which Allo

and the Town will cooperate in good faith to wind down Allo’s activities on the BFN (“Termination Transition Period”) as set forth in Exhibit G. Further, during the Termination Transition Period, the Parties agree as follows:

- i. Purchase of Equipment. Allo shall not remove or deactivate any CPE or other equipment during the Termination Transition Period for any reason, and during such period, Town shall rent the equipment from Allo at a mutually agreed, upon price not to exceed the Lease Payments. In addition, if requested by the Town, Allo shall be required to sell such CPE, other equipment, and Drops to the Town at a price equal to a reasonable, mutually agreed upon depreciated asset valuation measure, by providing Allo written notice of its intent to purchase equipment no later than thirty (30) days prior to the expiration of the Termination Transition Period. If the Town fails to provide notice of its intent to purchase equipment, Allo, in its sole and absolute discretion, shall have the right to dispose of the equipment in any manner upon the expiration of the Termination Transition Period.
- ii. Lease Payments. Upon the effective date of termination, Allo shall have the right to receive all revenues generated from Subscribers and any commercial activities using the BFN until the Termination Transition Period expires, and shall be responsible for any Lease Payments due related to those revenues.

**5. Default.**

- a. **Default.** A Default under this Agreement shall occur if (a) a Party materially breaches this Agreement, (b) such breach is not excused by any provision of this Agreement, and (c) such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has commenced its cure and presented a commercially reasonable plan to cure such default over a longer period of time not to exceed seventy-five (75) days from the date of the original notice of Default, there shall be no Default as long as the Party diligently continues such cure to completion.
- b. **Default Rights.** Upon the occurrence of a Default, the non-breaching Party shall have the right, subject to the express limitations contained in Section 5 and this Agreement, to terminate this Agreement. Nothing in this Agreement shall preclude either Party from also pursuing other available remedies, including damages, injunctive relief, and costs (which shall include reasonable attorneys’ fees awarded to the substantially prevailing Party).

**6. Town’s Obligations.**

- a. **Marketing**

- i. Town will perform applicable branding and marketing of the BFN in order to explain the benefits to the community and potential Subscribers.

**b. BFN Network Construction and Maintenance.**

- i. The Town will finance, develop engineering plans, contract for construction, implement, and maintain the physical plant of a BFN passing every feasible Premises in the area of the Town of Breckenridge as reflected in Exhibit A (which may include areas upon mutual agreement of the Parties that may be annexed by Breckenridge in the future), of which the Assets leased to Allo under this Agreement shall be a part of the BFN. In the case of any multi-dwelling unit, the Town shall be responsible for passing each building in which the units are housed, in addition, the Town or some other party shall be responsible for taking fiber to each unit within the multi-dwelling building where commercially feasible.
- ii. The Town shall be responsible for acquiring and maintaining throughout the Term, at its expense (including Government Authorization Fees), all applicable Authorizations relating to the Assets and the BFN. To the extent Allo's activities under this Agreement require any Authorizations, Allo shall be responsible for acquiring and maintaining throughout the Term, at its expense, all applicable Authorizations. Any agreements or Authorizations necessary for provision of additional Services, in particular including any franchise agreement, shall be executed separately from and shall in no way encumber this Agreement.

**7. BFN Maintenance; BFN Access.**

- a. **Maintenance and Repair.** The Town shall be responsible for the physical maintenance relating to the BFN, including Assets, as further described in Exhibit D.
- b. **Access to BFN by Allo.** Town shall provide Allo with access to BFN plant and enclosure facilities for installation, customer connections, maintenance and troubleshooting of Allo services and equipment, and for splicing purposes. Town shall allow Allo personnel or its agents reasonable direct ingress and egress to Town property within which BFN and any Assets have been placed, including fiber plant and enclosure facilities, and shall permit Allo personnel or its agents to access such property at such times as may be required to install, test and repair Allo's equipment. Allo personnel and its agents shall, while on such property, comply with all industry standard rules, regulations, and procedures, and Allo shall make good faith efforts to comply with such other reasonable requirements communicated to Allo by the Town.
- c. **Locates.** Town at its sole cost and expense shall undertake any locates necessary

for identification of the Town’s underground utilities.

**8. Allo Operational Service Obligations.**

- a. **General.** Throughout the Term of this Agreement, and as described more specifically in this Section, Allo will operate in two roles:
  - i. As Network Operator of BFN, using Assets to configure and activate electronics, and operate and manage the BFN as described in subsection 8.b below; and
  - ii. As a Service Provider, providing retail and wholesale Services to Subscribers connected to the BFN.
- b. **Network Operator.** As Network Operator of the BFN, and as may be more fully described elsewhere in this Agreement, Allo shall:
  - i. Procure, install, configure, operate, monitor, maintain, and upgrade, as needed all equipment necessary to activate or “light” the BFN, excluding the Town’s maintenance and repair obligations as outlined in Exhibit D. All such equipment shall remain the property of Allo during the Term and following contract.
  - ii. Operate the BFN and any plants connected to the BFN.
  - iii. To the extent Town requires any data transport services, the Town will provide Allo reasonable advanced written notice specifying in reasonable detail the transport services required. After receiving such notice, Allo shall use Commercially Reasonable efforts to provide the requested transport services. Allo will provide the Town with timelines for requested transport services and detailed monthly accounting for any such connections made for Town’s transport services. The Town shall pay all capital costs associated with Town requested transport services and shall also pay Allo’s incremental direct costs incurred in the setup of such service (*i.e.*, extra transport costs). In addition, the Town shall pay Allo a mutually agreed upon monthly fee for the management of these network sites and transport services.
  - iv. Maintain, repair and upgrade as needed all of Allo’s equipment (including CPE), including cabling to and between such equipment inside enclosures. For the avoidance of doubt, Allo’s responsibility to maintain, repair and upgrade pursuant to this Section 8.b.iv shall not include cabling between two different enclosures that are a part of the BFN;
  - v. Execute all necessary splicing tasks between equipment and cabling owned by Allo, and the BFN;

- c. **Network Operator; Premises Construction, Installation and Equipment.** As Network Operator, Allo shall procure, install, configure, monitor, maintain, and upgrade as needed any and all CPE (including any ONT) as necessary to connect the Premises to the BFN, enabling the provision of retail Services by Allo. Allo may pass on such cost to the customer in unusually high cost scenarios, such scenarios determined in Allo's sole and absolute discretion.
  - i. **Ownership.** Any connection and any CPE used to receive, route, or process a Service (such as a set-top box or in-home router) leased or sold by Allo remains the property of Allo or the purchasing customer, as applicable under Allo's Terms of Use with Allo's Subscriber.
  
- d. **FTTP Service Provider.**
  - i. **Retail Broadband Internet Access Service.** Allo shall offer residential and business broadband Internet access Service via the BFN, including a symmetrical speed tier of up to 1 gigabit per second to all potential Subscribers served by the BFN, provided the Town has constructed a Drop to the potential Subscriber.
  - ii. **Voice Services and Video Services.** Allo shall make Voice Services and Video Services available.
  - iii. **Connection Fees.** Allo acknowledges Town reserves the right to charge Connection Fees to Subscribers. To the extent Town charges any such fee, Allo shall charge Subscribers the Connection Fee, without markup, and remit the proceeds of connection fee to the Town. Town acknowledges Allo, in certain limited circumstances where connection is not economically feasible, shall have the right to charge a reasonable Connection Fee, with the Town's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.
  
- e. **Service Level Agreements and Standards.** Allo's Services shall meet the Service Level Agreements and standards set forth in Exhibit D.
  
- f. **Allo Service Fees.** Fees charged for the Services shall be determined by Allo in accordance with industry standard practices .
  
- g. **Allo Dark Fiber Leasing.** Allo may lease, license, or otherwise grant access to

Dark Fiber Service to third parties for the purpose of enabling the third party to support or deliver communications services, including but not limited to wireless communication services utilizing fifth-generation (5G) mobile network technology, business-to-business data transport, or other broadband and telecommunication services. Allo and Town shall mutually agree upon the terms of such Dark Fiber leases, and such agreements shall not be unreasonably withheld. Under no circumstances may Allo lease, license, or otherwise grant access to Dark Fiber Service, including 5G Dark Fiber Service, to third parties without the Town's prior written approval. Prior to entering into an agreement with a third party for Dark Fiber Service, Allo shall obtain Town's consent to enter into such agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. To the extent practicable, Allo shall endeavor to involve the Town in negotiations with a third party for Dark Fiber Service prior to finalizing any potential agreement.

- h. **Allo Community Partnership Obligations.** In recognition of its unique role within the community and its ongoing partnership with the Town, Allo will provide the following community partnership benefits at no cost:
  - i. Service to the workforce housing project known as Vista Verde 2 for one year;
  - ii. Service to three (3) non-profit organizations with a physical location within the Town of Breckenridge;
  - iii. Lower cost service options for households meeting an income threshold to be mutually agreed upon by Town and Allo.

9. **Allo Customer Service Obligations.**

- a. **Subscriber Relationship.** As a Service Provider, Allo, and not the Town, shall be responsible for all aspects of the customer relationship involving Subscribers to retail and wholesale Services provided by Allo, as set forth in this subsection.
  - i. **Subscriber Customer Support.** Allo and not the Town, shall be responsible for receiving, servicing, and resolving directly all reasonable requests for support from Allo's Subscribers, including but not limited to technical, billing, and sales and marketing inquiries. Under no circumstances shall Allo direct any Subscriber to contact the Town for customer support.
  - ii. **Billing and Collections.** Allo shall be responsible for all invoicing, billing

and collection activities relating to its Subscribers.

- iii. **Sales and Marketing.** Allo shall be responsible for any and all sales and marketing activities relating to Allo’s Services, including but not limited to pricing of services, description of services, and promotional activities.
  - iv. **Bad Debts.** Allo shall be responsible for any and all bad debts associated with its Subscribers.
  - v. **Physical Presence and Staffing.** Allo shall maintain an appropriately staffed physical presence with the Town of Breckenridge during the Term of this Agreement.
  - vi. **Lifeline Program.** If required by applicable law, Allo shall offer the Federal Communications Commission’s Lifeline Program, or other programs required by the FCC, for eligible residents within the Town.
  - vii. **Customer Support.** Allo shall have provide standard telephone and e-mail support to Subscribers during normal business hours. In addition, Allo will provide a “24/7” emergency contact number.
- b. Reports.** Allo shall provide the Town on a calendar quarterly basis, reports addressing the following various aspects of the Subscriber relationship. While the reports shall address the following categories, the Parties shall work together to modify this list as necessary, to address the reasonable oversight needs of the Town and the general business operations of Allo. Failure to provide the quarterly reports within ten (10) business days of receiving written notice from the Town of such failure at any time following the end of a quarter shall be considered a breach under Section 5. Reporting under this subsection 9(b) shall be in general compliance with the reporting requirements set forth in Exhibit F.
- i. A summary of Allo’s marketing activities to promote the BFN.
  - ii. Number of total customers at the time of the report compared to the previous quarter’s report.
  - iii. A breakdown of the number of customers subscribing to the different categories of services offered.
  - v. A description of the time taken to resolve complaints generally and by

category.

10. **Allo Community Engagement.** In furtherance of the mission of expanding fiber optic deployment and use in the Town, the Parties agree to undertake certain activities designed to engage and educate the public as to construction timelines and phases, and the benefits and capabilities of the BFN. Such activities shall include, but shall not be limited to, the following

- a. **Education.** In furtherance of its mission to expand fiber optic deployment and use in the Town, the Town will work with Allo to educate residents and businesses about construction phases.
- b. **Economic Development.** In furtherance of its mission to expand economic activity in Breckenridge, Allo will work the Town to develop, expand and attract businesses to Breckenridge.

11. **Town Wi-Fi Services.** Upon Town’s request, Allo shall use Commercially Reasonable efforts to construct and deploy wireless access networks (“Wi-Fi Networks”) at any location requested by the Town, provided such location is served by the BFN.

- a. **Fees.** Town will pay all capital costs associated with the construction, deployment and installation of any Wi-Fi Network, including any equipment costs. All equipment comprising the Wi-Fi Network shall be provided to Town at its wholesale price. In addition to any fees associated with the construction, deployment and installation of any Wi-Fi Networks, Town shall also pay Allo a monthly management fee in an amount to be mutually agreed to by the Parties, to manage the Wi-Fi Networks.

12. **Relocation.**

- a. **Emergency Relocations.** Upon prior reasonable notice to Allo, Town shall have the right at any time to remove or relocate any pole, wire, cable, or structure that presents an imminent danger to life or property at Town’s sole discretion, provided that Town shall restore such pole, wire, cable or structure as soon as Commercially Reasonable and bear all costs associated with such removal or relocation.
- b. **Relocation for Town’s Convenience.** Town shall have the right, with at least sixty (60) days’ notice to Allo, to remove or relocate any pole, wire, cable, or structure at Town’s sole discretion and for Town’s convenience, provided, Town will be responsible for both Town and Allo’s costs of any such relocation. Town

and Allo shall use Commercially Reasonable efforts to inform all Subscribers impacted by any relocation at least forty-five (45) days prior to such relocation. The Town and Allo shall both provide easily accessible information to Subscribers with information on the status of any relocation work, timing for completion, impact on Subscribers and any other information the Parties deem to be helpful to consumers.

- c. **Minimizing Interruptions.** During any planned relocation, Town will use Commercially Reasonable efforts, in cooperation with Allo, to minimize (a) any material interruption to Allo’s enjoyment of the Agreement; (b) any material interfering with the BFN; and (c) any material interference on Allo’s ability to carry traffic on the BFN with the equipment used on the BFN before the relocation. Allo and the Town shall use Commercially Reasonable efforts to work together to provide temporary services if an interruption lasts or is expected to last greater than 48 hours;
13. **Use of Subcontractors.** Either Party may subcontract for testing, maintenance, repair, restoration, relocation, or any other operational and technical services it is obligated to provide pursuant to this Agreement. Both Parties will remain responsible for the obligations under this Agreement delegated to its respective subcontractors.
  14. **Indemnification; Indemnification Procedures.** Except as provided herein, each Party, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns (“Indemnitor”) agrees to indemnify, defend, protect and hold the other Party and its directors, officers, directors, employees, agents, successors, and assigns (“Indemnitee”) harmless from and against any claims, suits, actions or damages brought or asserted by a third party of any kind or character (collectively “Claims”) and from and against any liability, losses, fines, judgments, costs and expenses (including reasonable attorney, accountant and expert fees) arising out of any Claims incurred by any Indemnitee (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arises on account of the negligent acts or omissions or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers’ Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual or other relationship between such claiming Party and the Indemnitor, as it relates to the use of Assets or BFN.

The Indemnitor shall defend the Indemnitee in any proceeding alleging the third party claims listed above, at Indemnitor’s sole cost and expense. The Indemnitor will have the option to select and provide legal counsel for that defense. If Indemnitee wants additional counsel of its choosing, the costs and expenses of the additional counsel will be Indemnitee’s responsibility, and Indemnitor will have no obligation to pay additional

counsel. Indemnitor's counsel will lead, direct and manage the litigation, and will ensure Indemnitee's additional counsel receives adequate information to monitor the litigation.

Notwithstanding the foregoing, any indemnification provisions shall apply to the Town only to the extent permitted by Colorado Law. Nothing contained herein is intended to waive any limitations or protections or coverages available to the Town through the Colorado Governmental Immunity Act or any other provisions of applicable law.

This provision shall survive the expiration or termination of this Agreement.

**15. Representations and Warranties.** By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with its terms (in the case of the Town, it's Opt-Out Vote pursuant to Colorado Senate Bill 05-152 provides the Town with authority to enter into and perform in accordance with its terms); (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a Party, or (iv) any instrument to which such Party is or may be bound or to which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

**16. Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. Nothing contained within this

Agreement is intended to be a waiver of the Town's immunity pursuant to the Colorado Governmental Immunity Act or the protections of any other provisions of applicable law.

**17. Confidentiality.**

- a. Non-Disclosure of this Agreement.** All sharing of information concerning this Agreement shall be only with those individuals deemed necessary to carry out the terms of this Agreement, except as required for disclosures required by law, or to incorporate requirements of this agreement into its own agreements with Customers and Service Providers.
- b. Confidential Information.** If either Party provides or has provided confidential or proprietary information ("Confidential Information") designated as such to the other Party conspicuously in writing, the receiving Party shall hold such information in confidence and shall afford it the same care and protection that it affords to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as otherwise provided below. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing Party and shall be used by the receiving Party only for the intended purposes set forth in this Agreement. Except as otherwise required by law, after the receiving Party's need for Confidential Information has expired, or upon the reasonable request of the disclosing Party, or promptly following the termination or expiration of this Agreement, the receiving Party shall destroy or return to the disclosing Party all Confidential Information, including all copies of such information, and all notes, summaries, or other writing reflecting Confidential Information. The receiving Party shall not reproduce Confidential Information, except to the extent reasonably necessary to perform under this Agreement, or as otherwise may be permitted in writing by the disclosing Party.
- c. Exceptions.** The foregoing provisions of this section shall not apply to (i) any required disclosures to any government authority, (ii) disclosures required under the Freedom of Information Act and/or applicable state or local government open records laws, (iii) any Confidential Information or any provisions of this Agreement which becomes publicly available, other than through the Party claiming this exception, or is required to be disclosed by law, (iv) Confidential Information that is independently developed by the receiving Party without breach of any obligation of confidentiality; (v) Confidential Information that becomes available to the Party claiming this exception without restriction from an unrelated third Party, or becomes relevant to the settlement of any dispute or enforcement or defense of either Party's rights under this Agreement, provided that appropriate protective measures shall be taken to preserve the confidentiality of such Confidential Information to the extent permissible in accordance with such settlement or enforcement process; (vi) disclosures of this Agreement to any proposed permitted assignee provided that each such proposed assignee agrees to be bound by confidentiality obligations no less stringent than those set forth herein; or (vii)

disclosures by either Party of the general physical route of the BFN or Assets for marketing and sales-related purposes.

- d. Open Records Law.** Notwithstanding anything contained herein to the contrary, the Parties understand and agree that the Town, as a municipal government, is subject to the Colorado Open Records Act. The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under State or federal law, to the extent that Allo makes the Town aware of such confidentiality. Allo shall be responsible for clearly and conspicuously labeling any records produced to the Town as “Confidential” to the extent that those records contain any confidential or proprietary information, and shall provide a brief explanation as to why such information is confidential under State or federal law. If the Town receives a request for documents and believes it must release any Allo confidential records, it shall advise Allo in advance so that Allo may take appropriate steps to protect its interests. If the Town receives a demand from any person for disclosure of any information designated by Allo as confidential, the Town shall, so far as consistent with applicable law, advise Allo and provide Allo with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by law, it shall deny access to any of Allo’s records marked confidential as set forth above to any person. Allo shall reimburse the Town for all reasonable costs and attorneys’ fees incurred in any legal proceedings pursued under this Section.
  - e. Survival.** The confidentiality provisions in this section shall survive expiration or termination of this Agreement.
18. **Intellectual Property.** Except as otherwise set forth herein, nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions, patents, trade secrets or other intellectual property now or later owned or controlled by Allo or the Town, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party’s trademarks, trade names, servicemarks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other Party without prior written permission. The requirements of this section shall survive the expiration or termination of this Agreement.
19. **Taxes.** Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from the performance of this Agreement.
20. **Insurance.** During the term of this Agreement, each Party shall maintain a policy of comprehensive liability insurance or other coverage compliant with the Colorado Governmental Immunity Act, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Colorado, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars

(\$2,000,000.00) aggregate with Five Million Dollars (\$5,000,000.00) form following umbrella coverage. In addition, the Town shall carry insurance sufficient to insure the BFN and all Assets.

Allo shall name the Town, including its officers, employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. Each Party shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Colorado where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to either Party upon the other Party's request.

21. **Assignment.** This Agreement will not be assigned or transferred by Allo without the prior written consent of the Town, which consent will not be unreasonably withheld, conditioned or delayed. However, Allo shall have the right, after thirty (30) days written notice to the Town, to assign this Agreement or delegate any obligation of this Agreement to any Affiliate of Allo. Any other proposed assignment or similar transfer or conveyance to a non-Affiliate of Allo shall be made in writing by Allo to the Town, at least ninety (90) days prior to a proposed closing. Allo shall additionally provide any documentation requested by the Town that the Town reasonably determines is necessary to evaluate whether to approve the transaction, including but not limited to assurances related to the prospective assignee, transferee, purchaser, or successor's ability to perform under this Agreement, from a financial, organizational, practical and legal perspective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns. In the case of any assignment, sale, transfer or disposition requiring the Town's consent or as permitted under this Agreement, the assignee, purchaser or transferee shall execute and deliver a written agreement reasonably acceptable to the Town in which the assignee, purchaser or transferee agrees to be bound by all of the terms and conditions of this Agreement to the extent of the rights and obligations assigned, sold or transferred.
22. **Audit Rights.** Upon reasonable prior written notice to the other Party, and no more than once in a contract year, in coordination with a Party's management, the other Party may perform or arrange to have audits performed to verify a Party's compliance with this Agreement. In connection with such audits, the party conducting the audit shall specifically have the right to review all relevant data related to the obligations and compliance with any provisions of this Agreement. Except as provided herein, all audits will be performed at the auditing Party's sole expense and during the other Party's normal business hours. Notwithstanding the foregoing, if an audit or similar financial review of Allo's financial obligations to the Town shows that any payments have been underpaid by two percent (2%) or more, Allo shall pay the Town's total actual cost of the audit or review.
23. **Relationship of the Parties.** This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between the Town and Allo, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. The Town and Allo, in

performing any of their obligations, shall be independent contractors or independent Parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions of this Agreement.

24. **Severability.** If any provision of this Agreement is or becomes invalid or unenforceable under applicable law, that provision or part will be deemed removed without affecting in any way the remainder of this Agreement.

25. **Force Majeure.**

a. **Force Majeure Events.** Notwithstanding any other provision of this Agreement, neither Party shall be responsible to the other Party, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes (“Force Majeure Event”).

b. **Response to Force Majeure Events.** A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make Commercially Reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

c. **Suspension Pending Force Majeure.** The deadline by when a Party must perform an obligation under this Agreement, shall be postponed by the period of time by which the Party’s ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

26. **Eminent Domain.** Should any portion of the Assets, or any other interest belonging to the Town or to Allo with respect to this Agreement be acquired by condemnation, eminent domain, nationalization or expropriation (each of which, a “Taking”) by any government authority or other person possessing such power, then each Party will be excused from performance of its obligations to the extent of the Taking, as provided in this Section. In the proceeding for any Taking or an involuntary discontinuance of the use of the Assets in anticipation of an imminent Taking, the interests of Town and Allo in the affected portion will be severed. The Town and Allo each may claim and receive the portion of the total award attributable to its interest in the Assets, and the Town and Allo each may claim damages payable on account of the Taking and the relocation or re-routing expenses relating to the Assets.

27. **Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission

and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to Allo:

ALLO Asset Entity 1, LLC  
c/o Brad Moline, President  
330 S. 21st St.  
Lincoln, NE 68510  
[brad.moline@allofiber.com](mailto:brad.moline@allofiber.com)

With a copy to:

ALLO Asset Entity 1, LLC  
c/o Legal  
330 2. 21<sup>st</sup> St  
Lincoln, NE 68510  
[legal@allofiber.com](mailto:legal@allofiber.com)

If to Town:

Town of Breckenridge  
c/o Shannon Haynes  
150 Ski Hill Road  
PO Box 168  
Breckenridge, CO 80424

With a copy to:

Town of Breckenridge  
Town Attorney  
150 Ski Hill Road  
PO Box 168  
Breckenridge, CO 80424

28. **Dispute Resolution; Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to any conflicts of law provisions. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT. Venue for any dispute arising from this Agreement shall be located in Summit County, Colorado.
29. **Headings.** Headings and captions of this Agreement’s sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement’s terms or be used to interpret or assist in the construction of this Agreement.

- 30. **Waiver.** The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of any further right under this Agreement.
- 31. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart will be deemed an original, but all counterparts together will constitute the same instrument.
- 32. **Compliance with Laws.** Each Party will comply with all federal, state and local laws and regulations during the Term of this Agreement.
- 33. **Entire Agreement.** This is the entire and exclusive statement of the Agreement between the Parties including all duly executed exhibits, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the Services or any other provision of this Agreement but is not intended to grant or alter the terms of any Franchise Agreement that may be required or pursued by the Parties.

ALLO ASSET ENTITY 1, LLC

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Bradley A. Moline

Shannon B. Haynes

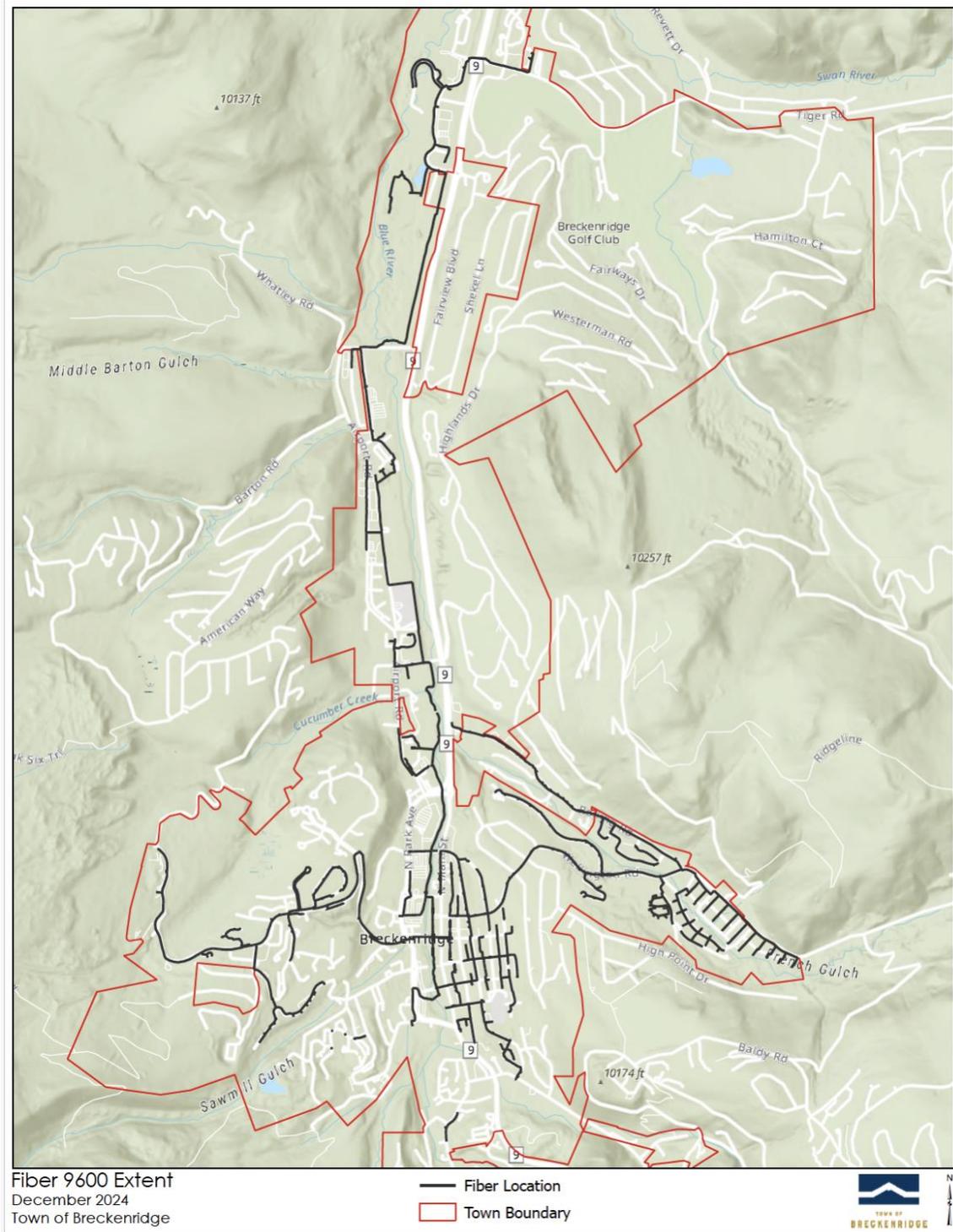
Title: President

Title: Town Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**



**EXHIBIT B**

**LISTED ASSETS**

The particular Assets in which Allo shall have a right of use under the Agreement set forth in this Agreement shall be as described in this Exhibit B. This Exhibit may be amended by the Parties from time to time in a writing signed by both Parties and referencing this Exhibit B.

1. All current and anticipated future fiber, conduit, strand, pedestals, terminals and other structures for the fiber network

**EXHIBIT C**

**SERVICE LEVEL AGREEMENT**

1. Upon successful Light Testing of 100% of the BFN, in the event Allo, as either a Service Provider or Network Operator, suffers a network outage outside of (i) events defined as Force Majeure; (ii) scheduled network maintenance; (iii) emergency network maintenance; (iv) a network outage resulting from the Town's non-performance of its obligations under this Agreement; or (v) a network outage resulting from the negligent acts or omissions of the Town or its agents or employees; then Allo will adhere to the following credit schedule:
  - a. 98.0% to 98.9% BFN uptime, measured monthly: 2% of monthly fees, pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.
  - b. 97.0% to 97.9% BFN uptime, measured monthly: 4% of monthly fees pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.
  - c. 96.0% to 96.9% BFN uptime, measured monthly: 6% of monthly fees pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.
  - d. Below 96% BFN uptime, measured monthly: 8% of monthly fees pro-rated by the number of days of outage, paid by an individual customer for the month in which the outage occurred, credited to customer's account.

Allo shall have the right to compensate customers for outages by applying credits to the customer's account.

## EXHIBIT D

### TOWN MAINTENANCE OF ASSETS

1. Maintenance.

- a. **Scheduled Maintenance.** Routine maintenance and repair of the Assets (“Scheduled Maintenance”) will be performed by or under the direction of the Town as necessary to keep the Assets in good operating condition, at Allo’s reasonable request or at the Town’s reasonable discretion, all at Town’s expense. Scheduled Maintenance will commence upon the Effective Date, and includes: (i) inspection of the BFN and other Assets on a regularly scheduled basis, which shall be no less than once each calendar quarter; (ii) appropriate routine preventative maintenance on the Assets, minimally in accordance with industry standards; (iii) maintenance of an inventory of spare cable and other equipment, together with maintenance equipment, at strategic locations to facilitate timely restoration along the Route.
  
- b. **Unscheduled Maintenance.** Non-routine maintenance and repair of the BFN and other Assets which is not included as Scheduled Maintenance (“Unscheduled Maintenance”) will be performed by or under the direction of Town and at the Town’s expense. Unscheduled Maintenance will commence upon the Effective Date, as provided in the Agreement. Unscheduled Maintenance shall consist of Unscheduled Maintenance in response to: (i) notification by Allo or any third party of any failure, interruption or impairment in the operation of the Assets, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Assets; or (ii) any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Assets, each to the extent same is not included in the definition of Scheduled Maintenance.

If known to Allo, Allo shall promptly report the need for Unscheduled Maintenance to the Town in accordance with escalation procedures provided in Section 3 below. The Town will log the time of any Allo report, verify the problem and dispatch personnel to take corrective action.

2. **Response.** The Town’s maintenance employees or contractors shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. The Town will have its first maintenance employee (or contracted agent) at the site requiring emergency Unscheduled Maintenance activity within four (4) hours after the time the Town becomes aware of an event requiring Unscheduled Maintenance due to an emergency situation.

3. **Cooperation and Coordination.**

- a. **Escalation List.** The Parties each shall use the escalation list of the other Party, as

updated from time to time by the applicable Party pursuant to the escalation list or other notice provision, to report and seek immediate initial redress of exceptions noted in the performance of a Party in meeting maintenance service objectives and regarding all other aspects applicable to BFN operations. The notice list numbers are 24 hour, 7 day per week emergency notification numbers. The Escalation List will be mutually agreed upon by the parties throughout the Term of the Agreement.

- b. **Performance.** In performing its services under this Exhibit, the Town will take workmanlike care to prevent impairment to the signal continuity and performance of the Assets. The precautions to be taken by Town will include prompt notifications to Allo with respect to any unscheduled maintenance impacting network operations. In addition, the Town will reasonably cooperate with Allo in sharing information and analyzing the disturbances regarding the Assets. In the event that any Scheduled Maintenance or Unscheduled Maintenance requires a traffic roll or reconfiguration involving Assets, then Allo shall, at Town's request, make such personnel of Allo available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with the Town in performing such maintenance as required of the Town under this Agreement.
- c. **Notification.** The Town will use Commercially Reasonable efforts to notify Allo at least ten (10) days prior to the date of any Scheduled Maintenance that may result in an outage or degradation in the use of Assets, and as soon as possible, but in no event later than eight (8) hours after becoming aware of the need for Unscheduled Maintenance. Allo may be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this right or the exercise thereof does not interfere with the Town's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, the Town will use Commercially Reasonable efforts to notify Allo at the Town's earliest opportunity, but in no event less than forty-eight (48) hours after cancellation, and will comply with the above-provisions for any re-scheduled activity.

#### 4. Facilities.

- a. **Condition of Assets.** The Town will maintain the BFN and the Assets in a manner which will permit Allo's use and operation, in accordance with the terms and conditions of the Agreement, including the Service Level Agreement.
- b. **Unscheduled Maintenance Communication.** The Town will maintain sufficient capability to teleconference with Allo during Unscheduled Maintenance in emergency situations in order to provide regular communications during the repair process.
- c. **Scheduled Maintenance Timing.** It is the Town's intention, and the Town represents and warrants, that maintenance work performed by Town on the Assets will not normally result in interruptions. Scheduled Maintenance which is

reasonably expected to produce any signal discontinuity or jeopardize Allo's use of the BFN and other Assets in any material respect generally will be scheduled after midnight and before 5:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for Scheduled Maintenance weekends as mutually agreed by Allo and the Town. The Town's intent is to avoid major system work on the first and last weekends of the month and high-traffic holidays.

5. **Restoration.** The Town will respond to any interruption of service or a failure of the Assets as quickly as possible, but in no event later than four (4) hours after the Town becomes actually aware of the failure or interruption, in accordance with the procedures set forth herein. The Town shall address the problem by working diligently with Allo to enable restored service as soon as technically practical and Commercially Reasonable, in accordance with the procedures set forth herein. In order to accomplish such objective, Allo acknowledges that such repairs may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Unscheduled Maintenance, the Town will commence its planning for permanent repair, and thereafter promptly notify Allo of such plans, and shall use all Commercially Reasonable efforts to implement such permanent repair as soon as possible thereafter.

**EXHIBIT E**

**RIGHT OF FIRST OFFER**

1. **Right of First Offer.** During the Term of this Agreement the Town will not sell the BFN, or any portion thereof (“Sale Property”), without first offering the Sale Property to Allo pursuant to this Right of First Offer Provision. This Right of First Offer Provision creates a right of first offer to purchase the Sale Property in favor of Allo subject to the terms and conditions of this Right of First Offer Provision.

2. **Procedure to Comply With Right of First Offer.** The right of first offer will be honored by the Town and exercised by Allo in the following manner:

- a. If the Town desires to sell the Sale Property the Town will first send a written offer (“Offer”) to Allo by certified mail, return receipt requested, at its address provided in Section 27. The Offer shall have been properly served on Allo when it is delivered to Allo.
- b. An Offer must describe the Sale Property, and state a specified price and all principal terms and conditions of the proposed sale.
- c. If Allo desires to accept the Offer, Allo must notify the Town in writing of such acceptance within 15 days of the date of service of the Offer upon Allo. Notice of Allo’s acceptance of the Offer must either be personally delivered to the Town, or sent by certified mail, return receipt requested, to the Town at the Town’s address provided in Section 27. A notice of acceptance is valid and effective when personally delivered to the Town or, if mailed, when received by the Town, whichever is applicable.
- d. If Allo fails deliver to Town written notice of acceptance of the Offer within the 15 day period, the Town may, within 6 months after the expiration of the 15 day period described above, sell the Sale Property on the same or better material terms (including, but not limited to, the same or better sale price) described in the Offer. Such sale may be made free and clear of the right of first offer provided for in this provision. If the Sale Property is not sold within such 6 month period, any subsequent sale of the Sale Property is subject to the requirement that a new Offer be given to Allo in accordance with this Right of First Offer Provision.
- e. If Allo accepts the Offer, then the Town and Allo shall negotiate in good faith and attempt to reach a commercially reasonable contract for the purchase and sale of the Sale Property. If Allo and the Town sign a contract for the purchase and sale of the Sale Property, the rights and responsibilities of the Parties will be as set forth in the contract. If Allo and the Town have not signed a contract for the sale and purchase of the Sale Property within 60 days after the giving of timely notice of acceptance of the Offer by Allo, the Town may sell the Sale Property to any person on the same or better material terms (including, but not limited to, the same or

better sale price) described in the Offer. Such sale may be made free and clear of the right of first offer provided for in this provision.

**EXHIBIT F**

This appendix outlines the desired operational and financial reporting metrics and KPIs for the Town of Breckenridge. These metrics will serve as the foundation for quarterly and annual reports. Detailed quarterly operational review meetings are required to ensure accountability and drive performance improvements. These meetings will focus on analyzing KPIs, assessing performance, and developing mutually agreed-upon action plans. Meetings must also be conducted within 30 days following the end of each quarter.

The reports listed below must be completed and submitted within 30 days following the end of each quarter.

Reports include, but are not limited to:

- A complete list of customers and their purchased services.

Key Reporting Indicators (KPI) Reporting			Network Coverage and Take Rate %'s (Monthly/Quarterly/Annually)					
Services Category	Monthly/Quarterly/Annual		Category	ToB Totals	Fiber9600 Coverage (HP)	Homes Passed (HP) %	Customers	Homes Connected (HC) %
	Incremental	Cumulative						
<b>Residential</b>			<b>Structures</b>					
SDU			<b>Residential Homes</b>					
Voice			SDU					
Video			MDU					
Data			<b>Business'</b>					
500 Mbps			<b>Square Miles</b>					
1Gbps			<b>Roads &amp; Streets (Miles)</b>					
MDU								
Voice								
Video								
Data								
500 Mbps								
1Gbps								
<b>Business</b>								
Voice								
Video								
Data								
500 Mbps								
1Gbps								
>1 Gbps								

Customer Growth History																				
Category	2020				2021				2022				2023				2024			
	1Q	2Q	3Q	4Q																
<b>Residential Customers (Cumulative)</b>																				
SDU																				
MDU																				
<b>Business Customers (Cumulative)</b>																				
<b>Grand Total Customers (Cumulative)</b>																				
<b>Annual Gross Adds</b>																				
Residential SDU Customers																				
Residential MDU Customers																				
Business Customers																				
<b>Annual Net Adds</b>																				
Residential SDU Customers																				
Residential MDU Customers																				
Business Customers																				

# Allo – Breckenridge Fiber Lease and Network Operation Agreement

Network Performance and Reliability																					
Category	2020				2021				2022				2023				2024				
	1Q	2Q	3Q	4Q																	
<b>Network Outages</b>																					
Maintenance down time																					
ISP Outages																					
OSP Outages																					
<b>Total Outages</b>																					
<b>Uptime % (Three Nines target)</b>																					
<b>Customer Outages</b>																					
Customer Premises																					
ISP Outages																					
OSP Outages																					
<b>Total Outages</b>																					
<b>Uptime % (Three Nines target)</b>																					

## EXHIBIT G

This appendix assumes that if the relationship between the Town of Breckenridge and Allo concludes, the 18-month wind-down provision will be initiated at the time either Party provides valid notice to the other of contract termination or non-renewal. It outlines the joint tasks, milestones, and responsibilities that both parties must complete to successfully complete the wind-down process. The Parties will work cooperatively together to ensure a successful wind-down process. To the extent practicable, the Parties will endeavor to complete the wind-down period in less than 18 months, but only the Parties mutually agree in writing to terminate or conclude the wind-down process prior to the 18 month deadline.

### Key Assumptions

#### 1. Technical and Operational Enhancements

- a. The Town has full ownership and access to all Outside Plant (OSP) operational systems and databases, including but not limited to:
  - i. Knowledge transfer of OSP systems, processes, and databases (e.g., 3GIS, FMS, as-builts, asset inventory, etc.).

#### 2. Work Plan Creation

- a. The Town and Allo will collaboratively develop a comprehensive work plan similar to the example outlined below.
- b. This plan details the transfer of assets, knowledge, processes, and vendor contracts during the 18-month wind-down period.

#### 3. Project Management and Resources

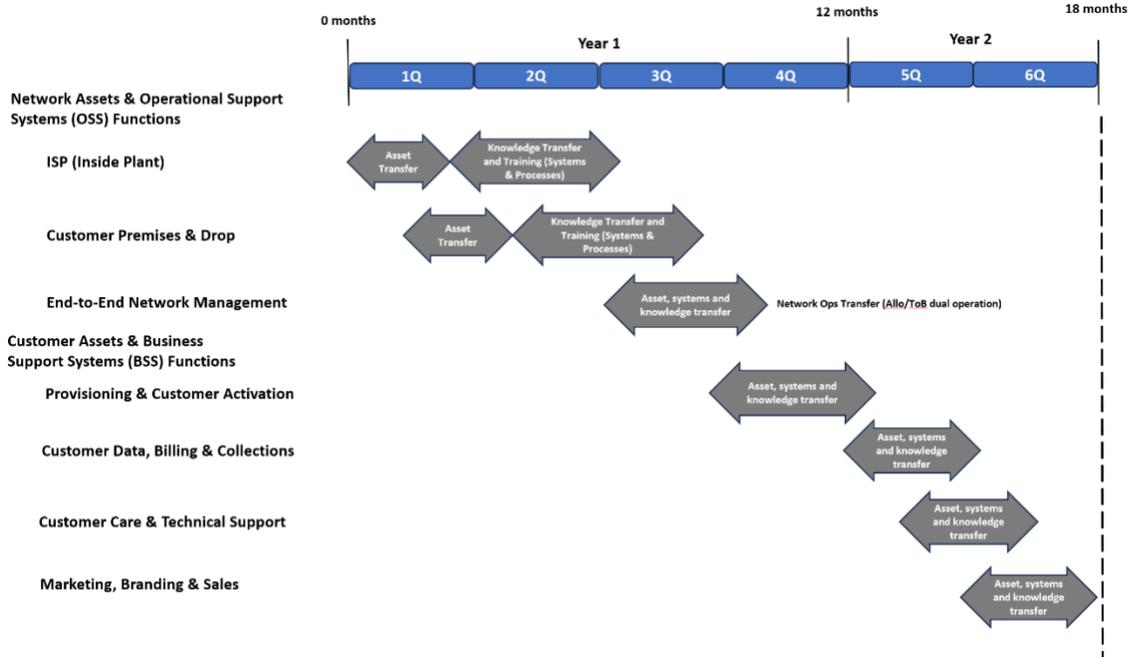
- a. Allo has assigned a project manager to oversee the 18-month wind-down process.
- b. Allo, where necessary to ensure a successful transition, will allocate subject matter experts for each functional area and task outlined in the work plan.

#### 4. Accountability and Penalties

- a. Mutually agreed-upon penalties will be enforced if Allo fails to meet the Town's specified milestones and deliverables outlined in the business wind-down project plan.

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### High-Level Wind-Down Work Plan



### Work Plan: Functional Areas and Task Details

The following Work Plan outlines the functional areas, assets, systems, documentation, processes, and vendor relationships that are subject to transfer from Allo to the Town of Breckenridge. Unless otherwise noted, all items listed herein are to be transferred in full ownership to the Town, including but not limited to physical equipment, software systems, operational processes, documentation, vendor and interconnect agreements, and associated support or warranty contracts. The Town shall also receive the necessary knowledge transfer, training, and administrative control required to operate and maintain these assets independently. This includes the assumption of rights and responsibilities under existing agreements, as applicable. To ensure clarity and avoid ambiguity, the Parties explicitly acknowledge that the duties and obligations for each subsection will be subject to a complete transfer of ownership from Allo to the Town. Allo shall make good faith, commercially reasonable efforts to transfer ownership of any item or right listed herein, and to assign its rights and responsibilities under any applicable agreement, to the Town. Notwithstanding anything to the contrary contained in this Exhibit or the Agreement, Allo shall be under no obligation to transfer ownership of any item or right listed herein, nor assign its rights and responsibilities under any agreement (including but not limited to software systems, vendor agreements, and interconnect agreements), if it cannot legally or practicably transfer or assign the item, right, or agreement to the Town.

**1. Network Equipment, OSS, and Processes**

- a. **Overall Network Architecture and Operations Support:**
  - i. Network architecture, interconnect, and transport agreements.
  - ii. Network operations processes and associated documentation.
  - iii. Interconnections and backhaul arrangements.
  - iv. Technical support for network operations.
  - v. Dedicated Internet Access and transport services.
- b. **ISP (Inside Plant):**
  - i. Network operations processes and documentation.
  - ii. Equipment, including OLT/M, routers, and related hardware.
  - iii. Systems such as element management and alarm systems.
  - iv. Vendor agreements, including warranties, software support, and technical support.
  - v. Vendor and system training programs.
- c. **Overall Network Management (End-to-End):**
  - i. Network management processes and documentation (e.g., trouble ticketing, alarms).
  - ii. Equipment for network management.
  - iii. Systems supporting network operations, customer technical support, and alarms.
  - iv. Vendor agreements for warranties, software support, and technical services.
  - v. Vendor and system training programs.
- d. **Tools, Testing, and Maintenance Spares:**
  - i. Operational processes for maintenance and testing.
  - ii. Equipment inventory and maintenance tools.
  - iii. Systems for inventory management and tracking.
  - iv. Vendor agreements, including warranties, software support, and technical assistance.
  - v. Vendor and system training programs.
- e. **Miscellaneous Equipment and Systems:**
  - i. Asset inventory systems, vendor ordering processes, invoicing, and payment.
  - ii. Equipment and systems management.
  - iii. Vendor agreements.
  - iv. Vendor and system training programs.

**2. Customer Premises, Fiber Drop, In-Building Equipment, OSS, and Processes**

- a. **Asset Transfer**
  - i. Transfer of equipment, systems, and databases at fair market value rates.
  - ii. Knowledge transfer for tracking and administering customer equipment and fiber drop assets.
- b. **Town Ownership**
  - i. Ownership of customer support systems, vendor agreements, and warranties.

- ii. Training in equipment, systems, and operational processes.

**3. Provisioning and Customer Activation**

**a. Asset Transfer**

- i. Equipment, systems, and databases required for provisioning and activation at fair market value rates.
- ii. Knowledge transfer for managing customer equipment and fiber drop assets.

**b. Town Ownership**

- i. Ownership of customer support systems, vendor agreements, and warranties.
- ii. Training in equipment, systems, and processes.

**4. Customer Data, Billing, and Collections**

**a. Asset Transfer**

- i. Equipment, systems, and databases for billing and collections processes at fair market value rates.
- ii. Knowledge transfer for sales, provisioning, customer support, billing, and collections.

**b. Town Ownership**

- i. Ownership of customer support systems, vendor agreements, and warranties.
- ii. Training in equipment, systems, and operational processes.

**5. Customer Care and Technical Support**

**a. Asset Transfer**

- i. Equipment, systems, and databases to support customer care at fair market value rates.
- ii. Knowledge transfer for managing sales, provisioning, customer support, and billing systems.

**b. Town Ownership**

- i. Ownership of customer support systems, vendor agreements, and warranties.
- ii. Training in equipment, systems, and operational processes.

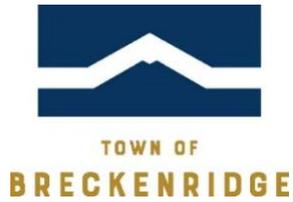
**6. Marketing, Branding, and Sales**

**a. Asset Transfer**

- i. Equipment, systems, websites, promotional materials, and databases at fair market value rates.
- ii. Knowledge transfer for marketing and acquiring new customers.

**b. Town Ownership**

- i. Ownership of customer support systems, vendor agreements, and warranties.
- ii. Training in equipment, systems, and processes for marketing and sales.



# Memo

**To:** Town Council  
**From:** Chris Luberto – Director of IT  
**Date:** 6/18/2025 (for 06/24/2025)  
**Subject:** Comcast Franchise Agreement First Reading

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**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**

Town Council is requested to review and approve a new 10-year franchise agreement with Comcast for cable television services. The existing agreement expired June 29, 2024, and the proposed agreement incorporates updated regulatory, fiscal, and community service provisions negotiated by Town staff and legal counsel.

**Background**

The Town’s prior franchise agreement with Comcast, and the newly negotiated renewal, are both based on a model franchise shared among members of the Summit County Telecommunications Consortium (SCTC), which has evolved since 2020 to reflect changing legal and market conditions. Under current Town code and federal authority granted by the Cable Act, the Town regulates Comcast’s provision of cable services, including oversight of rights-of-way, adherence to safety codes, and support for Public, Educational, and Governmental (PEG) access. With the prior agreement now expired, a new franchise is necessary to reflect evolving trends in cable service delivery, particularly the financial impacts of cord-cutting, and to incorporate recent changes in federal regulations concerning franchise fees. Additional details are outlined in the attached memo from Wilson D. Scarbary, Special Counsel to the Town, which provides a comprehensive overview of the negotiation process and updated franchise provisions.

**Public outreach/engagement**

The Summit County Telecommunications Consortium (SCTC), which manages PEG programming, was actively involved in reviewing PEG-related provisions and fee structures. Broader public outreach was not conducted due to the technical and legal nature of the agreement.

**Financial Implications**

There are no immediate costs anticipated for the current budget year, and the Town expects to continue receiving franchise fee revenues, which are legally capped at 5% of Comcast’s cable service revenues. The agreement includes several revenue-protecting provisions, such as broader definitions of “gross revenue” and a revised method for calculating PEG support, shifting from a per-subscriber fee to a percentage of gross revenues. These changes are intended to help mitigate the decline in franchise revenues resulting from the ongoing trend of cable cord cutting. Grants are not being considered for this project, as the franchise structure and associated revenue streams are governed by federal and state law and are not eligible for such funding.

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

**Equity Lens**

The renewed agreement preserves access to PEG channels, including an option for an HD upgrade, ensuring community members continue to benefit from free, locally relevant programming. Customer service standards adopted from CCUA support equitable treatment for subscribers.

**Staff Recommendation**

Staff recommends approval of the proposed 10-year franchise agreement with Comcast. The agreement maintains the Town's regulatory authority, improves revenue tracking, secures ongoing PEG support, and reflects updated legal and market conditions in a way that meets the Town's organizational needs.

**ATTORNEY CLIENT PRIVILEGED MEMORANDUM**

**To:** Hon. Mayor Kelly Owens and Members of Town Council for the Town of Breckenridge, Colorado

**From:** Wilson D. Scarbary, Special Counsel

**Date:** June 13, 2025

**Subject:** Renewal of Comcast Franchise

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**I. Introduction**

The Town of Breckenridge's (the "Town") current franchise agreement with Comcast expires on June 29, 2024, and together with Town staff we have negotiated a new franchise agreement that will continue for a term of 10 years. This memorandum presents an overview of the cable franchising process, and a summary of the new or changed provisions that will be included in the renewed franchise.

**II. The Cable Franchising Process**

A cable franchise is a contract between the cable operator and the local government that the cable operator serves. In consideration for the cable operator's right to locate its facilities in the public rights of way, the Town requires the cable operator to enter into a franchise agreement. While federal law requires a company providing cable service to have a franchise, it also places limitations on what issues can be addressed in that franchise, and the kinds of consideration that the Town can require.

Under federal law, a cable operator is entitled to a franchise renewal if it offers and has the legal, technical, and financial ability to comply with a franchise agreement that meets the future cable-related needs of the community. Since Comcast clearly has the legal, technical and financial capability to comply with almost any franchise condition, the foundational question becomes whether Comcast will agree to a franchise document that will meet the Town's future cable-related needs. Most franchise agreements focus on key issues such as public, educational and governmental ("PEG") access channels, Town local control of its rights-of-ways, cable operator compliance with various safety codes, and other cable operator compliance obligations with the franchise, particularly its financial obligations.

As you may know, the Town is a member of the Summit County Telecommunications Consortium ("SCTC"), which is primarily responsible for managing and producing PEG content on behalf of the Town and other member communities. The Town's current franchise is based on a model franchise in common for all SCTC members, which itself is based on a model franchise negotiated by the Colorado Communications and Utility Alliance ("CCUA"). The model franchise has continued to evolve since 2020, and the Town's renewed franchise reflects these changes in which we have sought to balance Comcast's requests with the common needs of all SCTC members as well as the Town's specific needs.

### **III. The Town’s Regulatory Authority Under the Cable Act and the New Franchise**

#### Gross Revenues and Franchise Fees

The franchise addresses only the provision of cable (video) service within the Town. The Town is preempted under state law from requiring a franchise or from collecting franchise fees or other consideration from Comcast or other entities related to the provision of internet and telephone services. Moreover, under federal law, the Town may only collect franchise fees on the portion of Comcast’s business that is derived from cable television. In other words, while Comcast provides a variety of services (cable television, internet, telephone) via the same facilities located in Town rights-of-way, the Town may only impose a franchise fee on Comcast’s cable television revenues from those facilities. This fee is legally capped at 5% of Comcast’s cable service gross revenues, however the Town may additionally impose other conditions and in-kind contributions such as requiring the provision of channel capacity for PEG programming and providing funds to support PEG capital costs.

Under the new franchise, we have negotiated an updated definition of “cable services” which are subject to Comcast’s franchise obligations. As noted above, the Town may only impose the 5% franchise fees on Comcast’s “cable services” and cannot impose fees on other services offered by Comcast within the Town. Comcast currently offers a number of different video services packages on a spectrum ranging from traditional, linear cable television to on-demand video packages (including streaming services such as Netflix and Peacock). As with all local franchising authorities, as more subscribers “cut the cord” by cancelling their cable packages and instead subscribe to streaming packages, the Town is seeing its franchise fee revenues slowly decline. While Comcast was unwilling to agree to a new definition of “cable services” that includes some of these new on-demand or streaming video packages – and there is still significant ambiguity under federal law whether these other video packages fall within the definition of “cable services” – the new franchise includes an updated definition which ensures that the Town is collecting franchise fees on any video packages that are delivered via the cable system, as opposed to those delivered via internet protocol. Additionally, we have negotiated a broader definition of Comcast’s “gross revenues” derived from cable services to maximize the franchise fees the Town is entitled to collect. These changes should ideally slow the decrease in the Town’s franchise fee revenues from cord cutting, but will likely not stop the bleeding entirely.

The franchise additionally allows the Town to conduct an audit or financial review no more than once per calendar year to determine whether Comcast is accurately reporting and remitting the correct amount of gross revenues and franchise fees. If this audit or financial review reveals that Comcast has underpaid by 5% or more, the Town is entitled to recover part of the cost of the review, in addition to any unpaid franchise fees. Under the Town’s previous franchise, the Town could recover up to \$5000 per year of review in costs incurred in undertaking the review. Because, as with all things, the charges for retaining these experts have increased, we negotiated an increase which provides for Town costs to be reimbursed for up to \$7500 per year of audit.

As a final note on franchise fees, in August 2019 the Federal Communications Commission (“FCC”) adopted an order addressing franchise fees which dramatically changed the way the Cable Act has been interpreted since its original passage over 35 years ago. The FCC determined that many non-monetary franchise benefits – or “in-kind” benefits – which had never before been considered as part of the franchise fee, should be considered franchise fees and subject to the cap of no more than 5% of the cable operator’s gross revenues. The FCC order held that the retail value of the complementary cable service that Comcast has traditionally provided in public buildings, as well as the value of some other franchise benefits, should be deducted from the franchise fee payment of 5% of gross revenues – or alternatively, should be paid for separately by the local government granting the franchise. This order was largely upheld by the 6<sup>th</sup> Circuit Court of Appeals in 2021. However, the Court rejected the FCC’s determination that local governments must pay fair market value to cable operators for such contributions, finding that “noncash cable-related exactions should be assigned a value equal to the cable operator’s marginal cost in providing them.” We believe, based on experience working with others familiar with cable system operations, that a cable operator’s cost to provide free service to public buildings (where a standard connection is available) is nominal. Similarly, some in our field are already speculating that it will be difficult for cable operators to demonstrate any significant “marginal costs” of providing transport of PEG signals through an existing connection. While valuation of marginal costs will most likely be the subject of much future debate between the parties, local franchising authority leverage in negotiations has been greatly improved with this part of the court ruling.

#### Support for PEG Operations

As with the prior franchise agreement, Comcast is required to provide support for the Town’s PEG programming and content. As mentioned earlier, the Town’s PEG content is managed and produced through SCTC. As part of the franchise renewal process, we consulted with SCTC staff to ensure that the organization’s needs regarding support for PEG programming continue to be supported under the renewed franchise. SCTC will continue to receive channel capacity for three PEG channels, including two standard definition (SD) and one high definition (HD) channel. While this continues under the new franchise, we have negotiated an option for the Town to convert one of the SD channels to HD upon 120 days’ notice to Comcast, at no additional charge. Additionally, the franchise requires that these channels and Comcast’s cable system generally comply with technical specifications that are set at the federal level. These technical requirements and regulations have changed since the current franchise became effective and the new franchise is modified to reflect these changes.

The prior franchise required Comcast to collect from subscribers and remit to the Town a fee of \$0.50 per cable subscription per month which could be used by the Town to fund PEG capital costs. In our work with other communities, we have seen a marked decline in these support fees as more subscribers cut the cord, resulting in a steady decline in PEG fees. To slow the decrease in PEG fees, we have negotiated a new method of calculating PEG fees which is based on a percentage of Comcast’s gross revenues. The idea behind this change is that while Comcast’s gross revenues are decreasing, the decline in gross revenues is slower compared to the decline in total subscribers, because as more users cut the cord Comcast increases the cost of the cable offerings. To determine the appropriate percentage of Comcast’s gross revenues, we worked with SCTC staff and Comcast to review the past five years of franchise revenues and PEG fees to determine and negotiate an appropriate percentage for the PEG capital support fees.

## Regulation of Comcast by the Town

Generally speaking, the Town can regulate or require commitments from Comcast in two key areas: (1) generally applicable police regulations, particularly concerning access to and work within public rights-of-way; and (2) ensuring the Comcast's services meet the "future cable related needs" of the community. Beyond these two areas, the Town is generally preempted or prohibited from regulating Comcast's rates, services, and business practices. Additionally, federal law requires that the Town treat Comcast and similarly situated telecommunications providers – which includes any entity which competes with Comcast's cable, internet, voice, or other services – in a competitively neutral and non-discriminatory manner.

Pursuant to local police power, the Town may require a cable operator to obtain generally applicable permits related to things like construction and safety. The renewed franchise aligns with the past franchise and requires Comcast to comply with all applicable safety regulations and construction codes or standards for work within the rights-of-way. The renewed franchise also includes a new definition of "rights-of-way" which clarifies that certain public property includes parks, trails, and open spaces are not included within the definition of rights-of-way, unless there is a preexisting public utility easement located on the subject property.

Additionally, the new franchise reserves the Town's right to adopt ordinances necessary to protect public safety, health, and welfare, and to notes that "[A]ny conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter." This new language is the result of negotiations with Comcast in other jurisdictions, where Comcast had proposed language that would have limited the primacy of the franchising authority's police powers, and we rejected that language. The new franchise also recognizes Comcast's ability to challenge (and the Town's right to defend) any ordinances that Comcast believes are not a valid exercise of the Town's police powers. While we believe that such language is unnecessary (as it merely enumerates existing law), it is our opinion that Comcast's updated request does not limit a future Town Council's ability to exercise its legislative authority.

Regarding the cable-related needs of the community, the Town can require that general categories of programming – such as national and local news, sports, movies, etc. – but cannot require that Comcast carry specific channels or programming. In light of the carriage dispute between Comcast and Altitude TV (who owns the broadcast rights for the Denver Nuggets and the Colorado Avalanche), in newer franchises we have negotiated language for the general programming categories that now includes separate categories for "Colorado sports" and "National and international" sports. While this new language cannot force Comcast to carry Altitude TV or any specific channel, we nevertheless sought this language to demonstrate to Comcast that providing access to Colorado sports content is an important cable-related need for the Town and its citizens. Finally, it should be noted that the FCC is currently conducting a rulemaking that could require Comcast or other cable providers to issue refunds or rebates to consumers in the event of a channel blackout like the Altitude TV dispute.

While the Cable Act only allows the Town to require general categories of programming, in Colorado historically, Comcast has been willing to commit to provide a specific number of channels in a community. In the Town's last franchise, Comcast committed to provide at least 110 channels; and in franchise negotiations completed last year, Comcast has committed to provide up to 150

channels. In this most recent round of negotiations, Comcast initially requested removing this channel guarantee altogether, citing uncertainty regarding market conditions which they argue makes it difficult to commit to providing that number of channels over the 10-year term of this next franchise. Ultimately, we have negotiated updated language where Comcast agrees to provide the minimum of: (a) 100 channels; or (b) the maximum number of channels provided which are provided to any other community in Colorado; and (c) Comcast reserves the right to seek a modification of these obligations if they can demonstrate that market conditions no longer make these commitments practical, which is a right they already have under federal law.

Finally, the Town has some limited authority to impose customer service standards on Comcast's provision of cable services. There are very limited standards that have been adopted on the federal level. Federal law has changed since the original passage of the Cable Act and no longer allows a locality to regulate cable rates. Locally, the CCUA has adopted and periodically updated model customer service standards that provide greater ability for a local franchising authority to oversee consumer issues related to cable. In the past, the Town has adopted the CCUA customer service standards which were last updated in 2014, and the new franchise maintains the CCUA standards in effect.

We look forward to discussing the franchise, and answering any questions you may have at the upcoming Town Council meeting on July 8.

**ORDINANCE NO. 2025-\_\_**

AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE TOWN OF BRECKENRIDGE, COLORADO

**WHEREAS**, pursuant to the Home Rule Charter of the Town of Breckenridge, Colorado (the “Charter”), the Breckenridge Town Code (the “Code”), and the authority granted to home-rule municipalities under the Colorado Constitution, the Town of Breckenridge, Colorado (the “Town”) may adopt and amend ordinances;

**WHEREAS**, pursuant to Chapter 12 of the Code, the Town may grant nonexclusive franchises to cable television providers;

**WHEREAS**, Town is authorized generally pursuant to Article XX of the Colorado Constitution, as well as C.R.S § 31-15-702, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction;

**WHEREAS**, the Town previously granted a non-exclusive franchise for the construction, maintenance, and operation of a cable television system within the Town to Comcast of Colorado V, LLC, locally known as Comcast (“Comcast”);

**WHEREAS**, Comcast of California/Colorado/Florida/Oregon, Inc., is the successor in interest to Comcast of Colorado V, referred to herein as Comcast, is agreeable to continue providing cable television service in Town;

**WHEREAS**, Comcast seeks a new cable television franchise, and a proposed new Cable Franchise Agreement acceptable to both the Town and Comcast has been prepared (the “Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference;

**WHEREAS**, the Town has reviewed Comcast’s performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the Town and its citizens, has considered the financial, technical, and legal qualifications of Comcast, and has determined that Comcast plans for operating and maintaining its Cable Systems are adequate, in a full public proceeding affording due process to all parties;

**WHEREAS**, the public has had adequate notice and opportunity to comment on Comcast’s proposal to provide cable television service within the Town;

**WHEREAS**, the Town has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming and quality customer service;

**WHEREAS**, diversity in cable service programming is an important policy goal and Comcast’s cable system should offer a wide range of programming services;

**WHEREAS**, the Town Council for the Town of Breckenridge (the “Council”) has considered this Ordinance authorizing the cable television system franchise and the Agreement;

**WHEREAS**, the Council hereby finds that the public has had adequate notice and opportunity to comment upon the proposed cable television system franchise and the Agreement;

**WHEREAS**, the Council hereby finds that it serves the public interest of the citizens of the Town to grant a cable television franchise to Comcast pursuant to the terms of the Agreement;

**WHEREAS**, the Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

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

Section 1. Grant of Franchise. The Town of Breckenridge hereby grants to Comcast of California/Colorado/Florida/Oregon, Inc., effective July 10, 2025, a nonexclusive Cable Franchise subject to the terms and conditions set forth in the attached Cable Franchise Agreement between Comcast of California/Colorado/Florida/Oregon, Inc., and the Town of Breckenridge, Colorado.

Section 2. Franchise Agreement. The Town of Breckenridge hereby approves and adopts the attached Cable Franchise Agreement Comcast of California/Colorado/Florida/Oregon, Inc., and the Town of Breckenridge. The Cable Franchise Agreement shall be available for public inspection during normal business hours from the Town Clerk at the offices of the Town of Breckenridge, Colorado.

Section 3. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 4. To the extent only that they conflict with this ordinance, the Council repeals any conflicting ordinances or parts of ordinances. The provisions of this ordinance

are severable, and invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.

Section 5. This ordinance will become effective in accordance with Section 5.9 of the Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THIS 24th DAY OF JUNE, 2025.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**TOWN OF BRECKENRIDGE**

\_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Mae Watson  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE  
TOWN OF BRECKENRIDGE, COLORADO**

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**CABLE FRANCHISE AGREEMENT**

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**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND  
TOWN OF BRECKENRIDGE, COLORADO**

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**CABLE FRANCHISE AGREEMENT**

**SECTION 1. DEFINITIONS AND EXHIBITS**

**(A) DEFINITIONS**

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. “Educational Access” means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, “school” means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 “Affiliate” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.6 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. §§ 201 *et seq.*), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in

the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.”

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the Town to manage or co-manage Access Channels and facilities. The Town may be a Designated Access Provider.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.21 “FCC” means the Federal Communications Commission.

1.22 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.24 “Franchise Area” means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.25 “Franchise Fee” means that fee payable to the Town described in subsection 3.1 (A).

1.26 “Grantee” means Comcast of California/Colorado/Florida/Oregon, Inc., or its lawful successor, transferee or assignee.

1.27 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town. The Town reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.27 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the Town within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and the U.S. Securities and Exchange Commission (“SEC”). Notwithstanding the forgoing, the Town reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.28 “Headend” means any facility for signal reception and dissemination on a Cable System,

including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.30 “Manager” means the Town Manager of the Town or designee.

1.31 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.33 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.34 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.35 “State” means the State of Colorado.

1.36 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.37 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.38 “Summit County Telecommunication Consortium” or “SCTC” means the intergovernmental entity formed by the franchising authorities and local governments from the Towns of Breckenridge, Dillon, Frisco, Keystone, Silverthorne and Summit County, Colorado or the SCTC's successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.39 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the

information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.40 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.41 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.42 “Town” is the Town of Breckenridge, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.43 “Town Council” means the Breckenridge Town Council, or its successor, the governing body of the Town of Breckenridge, Colorado.

1.44 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.45 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

## **(B) EXHIBITS**

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) ***Exhibit A***, entitled Customer Service Standards.
- 2) ***Exhibit B***, entitled Report Form.

## **SECTION 2. GRANT OF FRANCHISE**

### **2.1 Grant**

(A) The Town hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date, as defined in Section 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the Town, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the Town, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, or authorization required by the Town for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

## **2.2 Use of Rights-of-Way**

(A) Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Grantee, through this

Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Town's Rights-of-Way in compliance with all applicable Town construction codes and procedures. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Town established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Town's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

### **2.3 Effective Date and Term of Franchise**

This Franchise and the rights, privileges and authority granted hereunder shall take effect on July 10, 2025 (the "Effective Date"), and shall terminate on July 10, 2035 unless terminated sooner as hereinafter provided.

### **2.4 Franchise Nonexclusive**

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Town deems appropriate.

### **2.5 Police Powers**

Grantee's rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise

of the Town's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

## **2.6 Competitive Equity**

(A) The Grantee acknowledges and agrees that the Town reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Town grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include without limitation: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6(A) shall only be initiated by written notice by the Grantee to the Town regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6(B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6(C), or if the Town and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to

meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A)-(D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Grantee may negotiate with the Town to seek Franchise modifications as per Section 2.6 (C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

## **2.7 Familiarity with Franchise**

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

## **2.8 Effect of Acceptance**

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

## **SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS**

### **3.1 Franchise Fee**

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

### **3.2 Payments**

Grantee's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

### **3.3 Acceptance of Payment and Recomputation**

No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Grantee.

### **3.4 Quarterly Franchise Fee Reports**

Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

### **3.5 Annual Franchise Fee Reports**

Grantee shall, within 60 days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

### **3.6 Audits**

On an annual basis, upon 30 days prior written notice, the Town, including the Town's Auditor or their authorized representative, or the SCTC, as assigned by the Town, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. An audit conducted by the SCTC pursuant to this section may be joined with an audit/review of Grantee's records being conducted by another SCTC community related to the administration or enforcement of its cable franchise agreement

with Grantee. Pursuant to Section 1.27, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, “relevant data” shall include, at a minimum, Grantee’s records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Town subscribers during the audit period. To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section 3.6, the “other relevant data” shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed \$7,500 for each year of the audit period for all SCTC communities combined. The Town’s right to audit/review and the Grantee’s obligation to retain records related to this subsection shall expire 3 years after each Franchise Fee payment has been made to the Town.

### **3.7 Late Payments**

In the event any payment due quarterly is not received within 30 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

### **3.8 Underpayments**

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Town.

### **3.9 Alternative Compensation**

In the event the obligation of Grantee to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Town’s Rights-of-Way and compensation therefor.

### **3.10 Maximum Legal Compensation**

The Parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in

excess of 5% of Gross Revenues, then the Town and Grantee may enter into negotiations to amend this Franchise pursuant to Section 4.7.

### **3.11 Additional Commitments Not Franchise Fee Payments**

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Town and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Town with advance written notice. Such notice shall document the proposed offset or service charges so that the Town can make an informed decision as to its course of action. Upon receipt of such notice, the Town shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated; and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. § 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the Town to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the

Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include those modifications.

(D) If the Parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The Town acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain Town-owned and occupied or leased and occupied buildings, and fire stations located in areas where Grantee provides Cable Service. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. The Town may make a separate election for each account or line of service identified in the notice (for example, the Town may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the Town.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law.

(F) The Parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the Town's regulatory authority over the use of the rights-of-way by the Grantee, the Parties shall, within 120 days of written notice from the Town, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the Town's regulatory authority.

### **3.12 Tax Liability**

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the

business, occupation, property or income of Grantee that may be lawfully imposed by the Town. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

### **3.13 Financial Records**

Grantee agrees to meet with a representative of the Town upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

### **3.14 Payment on Termination**

If this Franchise terminates for any reason, the Grantee shall file with the Town within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of the Grantee to the Town by utilizing the funds available in the letter of credit or other security provided by the Grantee.

## **SECTION 4. ADMINISTRATION AND REGULATION**

### **4.1 Authority**

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including without limitation the SCTC, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Town's right of eminent domain under State law.

### **4.2 Rates and Charges**

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by applicable federal, State and local laws.

### **4.3 Rate Discrimination**

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable

Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

#### **4.4 Filing of Rates and Charges**

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Town, Grantee shall provide a complete schedule of current rates and charges for all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

#### **4.5 Cross-Subsidization**

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross-subsidization.

#### **4.6 Reserved Authority**

Both Grantee and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

#### **4.7 Franchise Amendment Procedure**

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the Town and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Town Council for its approval. If so approved by the Town Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

#### **4.8 Late Fees**

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

#### **4.9 Force Majeure**

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Town. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Town to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Town with its proposed plan for remediation, including the timing for such cure.

#### 4.10 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

### SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

#### 5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Town, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Town while conducting its defense of the Town. Grantee shall not be obligated to indemnify the Town to the extent of the Town's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Town for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Town in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Town may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees,

expenses or other costs that Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Section 5.1(F) is required. In that event the provisions of Section 5.1(F) shall govern Grantee's responsibility for Town's/ /Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Grantee to represent the Town, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Town desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Town shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or their assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by Grantee.

## **5.2 Insurance**

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than \$2,000,000.00 per occurrence and \$5,000,000.00 general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1,000,000.00 each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(3) Statutory workers' compensation and employer's liability insurance in an

amount of \$1,000,000 each accident/disease/policy limit.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the Town, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least 1 year after expiration of this Franchise.

### **5.3 Deductibles / Certificate of Insurance**

Any deductible of the policies shall not in any way limit Grantee's liability to the Town.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and Town, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

#### **5.4 Letter of Credit**

(A) If there is a claim by the Town of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Grantee shall establish and provide within 30 days from receiving notice from the Town, to the Town as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of \$10,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at \$10,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Town as set forth in Subsections 5.4 (A) and (B) above, if the Town is a member of SCTC, and if Grantee provides a Letter of Credit to SCTC in an amount agreed to between Grantee and SCTC for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Town.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;
- (3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,
- (4) Failure to comply with the Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

(E) The Town shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within 7 days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the Town Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Town erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

## **SECTION 6. CUSTOMER SERVICE**

### **6.1 Customer Service Standards**

Grantee shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council in its sole discretion, acting by ordinance or resolution. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

### **6.2 Subscriber Privacy**

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

### **6.3 Subscriber Contracts**

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Town a sample of the Subscriber contract or service agreement then in use.

### **6.4 Advance Notice to Town**

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

### **6.5 Identification of Local Franchise Authority on Subscriber Bills**

Within 60 days after written request from the Town, Grantee shall place the Town’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

## **SECTION 7. REPORTS AND RECORDS**

### **7.1 Open Records**

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town, including the Town's Auditor or their authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Town access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other subsection shall be furnished to the Town, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the Town inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

### **7.2 Confidentiality**

The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Town aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Town shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Town for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

### **7.3 Records Required**

(A) Grantee shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

#### **7.4 Annual Reports**

Within 60 days of the Town's written request, Grantee shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

(A) A Gross Revenue statement, as required by Section 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Town to the contrary.

### **7.5 Copies of Federal and State Reports**

Within 30 days of a written request, Grantee shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

### **7.6 Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Town to Grantee; and,
- (4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

### **7.7 Failure to Report**

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

## **7.8 False Statements**

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

## **SECTION 8. PROGRAMMING**

### **8.1 Broad Programming Categories**

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather and information;
- (C) National and international news, weather and information;
- (D) Colorado sports;
- (E) National and international sports;
- (F) Sports;
- (G) General entertainment (including movies);
- (H) Children/family-oriented;
- (I) Arts, culture and performing arts;
- (J) Foreign language;
- (K) Science/documentary;
- (L) Public, Educational and Government Access, to the extent required by this Franchise.

### **8.2 Deletion or Reduction of Broad Programming Categories**

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.

(B) In the event of a modification proceeding under federal law, the mix and quality

of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

### **8.3 Obscenity**

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

### **8.4 Parental Control Device**

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

### **8.5 Continuity of Service Mandatory**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for 4 consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Grantee, Grantee shall reimburse the Town for all reasonable costs or damages that are the result of Grantee's failure to perform.

## **8.6 Services for People with Disabilities**

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

## **8.7 Ascertainment of Programming and Customer Satisfaction**

Upon written request of the Town, the Grantee shall provide to the Town written questions that it intends to use in formal upcoming customer ascertainment, if any, to survey community-wide views of cable operations, customer-service issues and programming issues within the Franchise Area. The Town may suggest new or modified questions to such formal community-wide ascertainment, which the Grantee, in the reasonable exercise of its discretion, may add to the next formal community-wide ascertainment it conducts. Upon completion of the next formal community-wide ascertainment of Subscribers in the Town, Grantee shall provide the results from any portion of such survey that addresses customer satisfaction and/or programming issues. Nothing herein shall be construed to limit the right of the Town to conduct its own surveys at its own expense.

## **SECTION 9. ACCESS**

### **9.1 Designated Access Providers**

(A) The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such “Access Facilities” includes the Channels, services, facilities, equipment, technical components and financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access (“PEG” or “PEG Access”). At the commencement of the Term of this Franchise, the Town is authorizing the SCTC as its Designated Access Provider for all Access purposes as permitted in this Franchise and Applicable Law.

(B) Grantee shall cooperate with Town in Town’s efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

### **9.2 Channel Capacity and Use**

(A) Grantee shall make available to SCTC 3 Downstream Channels for PEG use as provided for in this Section. The Downstream Channels allocated under this Section are the same common channels that Grantee shall make available to all member communities of the SCTC. It is intended that these 3 common Downstream Channels will be used for the provision of programming to subscribers of PEG programming by the Town and the individual

jurisdictions and educational institutions within the SCTC.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within sixty 60 days after a written request for such use is submitted to Town, if such Channel is not “fully utilized” as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a 6-month period. Programming that is repeated on an Access Channel up to two times per day shall be considered “unduplicated programming.” Character-generated programming shall be included for purposes of this subsection but may be counted towards the total average hours only with respect to 2 Channels provided to Town. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. Town shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Grantee of such written notice.

(C) Standard Definition (“SD”) Digital Access Channels.

(1) Grantee shall provide to the SCTC 2 common Activated Downstream Channels for PEG Access use in a standard definition (“SD”) digital format in Grantee’s Basic Service (“SD Access Channel”). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Section 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which for the purposes of this Section 9.2 (C)(3), shall mean up to and including the modulator where the Town signal is converted into a format to be transmitted over a fiber connection to Grantee. The

Town or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(D) High Definition (“HD”) Digital Access Channels.

(1) Grantee shall continue to provide 1 activated HD access channel. After the Effective Date and within 120 days of written notice, Grantee shall activate 1 additional HD Access Channel, for which SCTC may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. Activation of HD Access Channels shall only occur after the following conditions are satisfied:

(a) The Town shall, in its written notice to Grantee as provided for in this Section, confirm that the SCTC or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel(s); and,

(b) There will be a minimum of 5 hours per-day, five days per-week of HD PEG programming available for each HD Access Channel.

(2) The Town shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720 or 1080, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Town, Grantee shall verify signal delivery to Subscribers with the Town, consistent with the requirements of this Section 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The Town or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the Town to procure and provide, at Town's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The Town shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The Town and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. § 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(E) Grantee shall continue to carry the existing HD Access Channel provided for in Section 9.2(D) in high-definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channels provided pursuant to Subsection 9.2(C). At such time as Grantee activates the second common HD Access Channel, the number of common SD Access Channels Grantee is obligated to provide to the SCTC in Section 9.2(C) shall be reduced from 2 to 1.

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Town believes that Grantee fails to meet this standard, Town will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

### **9.3 Access Channel Assignments**

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the SCTC members served by the same Headend as Town for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition,

Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

#### **9.4 Relocation of Access Channels**

Grantee shall provide Town a minimum of 60 days' notice, and use its best efforts to provide 120 days' notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

#### **9.5 Support for Access Costs**

During the term of this Franchise, within 120 days of a written request from the Town, Grantee shall provide to the Town up to 0.20 of one percent (0.0020%) of Grantee's Gross Revenues per month (the "Access Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make Access Contribution payments quarterly, following the effective date of this Franchise for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than 45 days following the end of the quarter. The Town shall have sole discretion to allocate the expenditure of such payments for any capital costs related to Access.

#### **9.6 Access Support Not Franchise Fees**

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to Town. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

#### **9.6 Access Channels On Basic Service or Lowest Priced HD Service Tier**

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

#### **9.8 Change In Technology**

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own

expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Town's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Town implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the Town implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the Town shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

## **9.9 Technical Quality**

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from Town's facilities for the Access Channels provided under this Franchise Agreement. Grantee shall also provide, if requested in advance by the Town, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the Town's side of the demarcation point. The Town shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The Town shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Town staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The Town will be responsible for the cost of repairing and replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the Town's and its Designated Access Providers' HD Access programming.

## **9.10 Access Cooperation**

Town may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any SCTC member, the SCTC, or any combination thereof to receive any Access benefit due Town hereunder, or to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as Town in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by Town.

## **9.11 Return Lines/Access Origination**

(A) Grantee shall continuously maintain the return lines previously constructed and in place as of the Effective Date to the SCTC's facility at 110 Ski Hill Road, Breckenridge,

Colorado, throughout the Term of the Franchise, in order to enable the distribution of Access programming to Residential Subscribers on the Access Channels; provided however that Grantee's maintenance obligations with respect to this location shall cease if a location is no longer used in the future by the Town to originate Access programming.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Residential Subscribers as requested in writing by the Town. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the Town or the Designated Access Provider. New return lines shall be completed within 1 year from the request of the Town or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

## **SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

### **10.1 Right to Construct**

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

### **10.2 Right-of-Way Meetings**

Grantee will regularly attend and participate in meetings of the Town, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

### **10.3 Joint Trenching/Boring Meetings**

Grantee will regularly attend and participate in planning meetings of the Town, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

### **10.4 General Standard**

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

### **10.5 Permits Required for Construction**

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply

for, and obtain, appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Town permits received by Grantee.

## **10.6 Emergency Permits**

In the event that emergency repairs are necessary, Grantee shall immediately notify the Town of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

## **10.7 Compliance with Applicable Codes**

(A) Town Construction Codes. Grantee shall comply with all applicable Town construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the International Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Town safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

## **10.8 GIS Mapping**

Grantee shall comply with any generally applicable ordinances, rules and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

## **10.9 Minimal Interference**

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be

constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

#### **10.10 Prevent Injury/Safety**

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Town's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

#### **10.11 Hazardous Substances**

(A) Grantee shall comply with all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Town may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Town against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by Grantee's Cable System.

#### **10.12 Locates**

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Town and to the notification association established in C.R.S. § 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Town bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

### **10.13 Notice to Private Property Owners**

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by Ordinance or resolution.

### **10.14 Underground Construction and Use of Poles**

(A) When required by general ordinances, resolutions, regulations or rules of the Town or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any

other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Town.

(F) The Grantee and the Town recognize that situations may occur in the future where the Town may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the Town in any construction by the Grantee that involves trenching or boring, provided that the Town has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the Town to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the Town shares in the cost of the trenching and boring on the same terms and conditions as the Grantee and, at that time, shares the total cost of the trenches and bores. The Town shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

### **10.15 Undergrounding of Multiple Dwelling Unit Drops**

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

### **10.16 Burial Standards**

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of 8 inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least 6 inches.

Feeder and trunk lines shall be buried at a minimum depth of 24 inches.

Fiber Optic cable shall be buried at a minimum depth of 36 inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent

Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

### **10.17 Cable Drop Bonding**

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

### **10.18 Prewiring**

Any ordinance or resolution of the Town which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems. The Town shall give the same notification to Grantee that it gives to any electrical or telephone service companies as set forth in its ordinance.

### **10.19 Repair and Restoration of Property**

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Town may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Town.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Council acting by ordinance or resolution.

### **10.20 Acquisition of Facilities**

Upon Grantee's acquisition of Cable System-related facilities in any Town Right-of-

Way, or upon the addition to the Town of any area in which Grantee owns or operates any such facility, Grantee shall, at the Town's request, submit to the Town a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

### **10.21 Discontinuing Use/Abandonment of Cable System Facilities**

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Town's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Town permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Town may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Grantee removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

### **10.22 Movement of Cable System Facilities For Town Purposes**

The Town shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Town shall provide reasonable notice to Grantee, not to be less than 45 business days, or as otherwise required by Applicable Law, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Town shall provide at least 60 days' written notice to Grantee. Following notice by the Town, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. If the Town requires Grantee to relocate its facilities located within the Rights-of-Way, the Town shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If

funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Town due to Grantee's delay. In such event, the Town shall not be liable for any damage to any portion of Grantee's Cable System. Within 30 days of receipt of an itemized list of those costs, the Grantee shall pay the Town.

### **10.23 Movement of Cable System Facilities for Other Franchise Holders**

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Grantee shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

### **10.24 Temporary Changes for Other Permittees**

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

### **10.25 Reservation of Town Use of Right-of-Way**

Nothing in this Franchise shall prevent the Town or public utilities owned, maintained or operated by public entities other than the Town from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

### **10.26 Tree Trimming**

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Town's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until 1-week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at their own expense during this 1-week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from

imminent danger only.

### **10.27 Inspection of Construction and Facilities**

The Town may inspect any of Grantee's facilities, equipment or construction at any time upon at least 24 hours' notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

### **10.28 Stop Work**

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

### **10.29 Work of Contractors and Subcontractors**

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

## **SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING**

### **11.1 Subscriber Network**

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of 100 Channels or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Town's permitting process.

(D) Grantee and Town shall meet, at the Town's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

### **11.2 Technology Assessment**

(A) The Town may notify Grantee on or after 5 years after the Effective Date, that the Town will conduct a technology assessment of Grantee's Cable System. The technology assessment may include without limitation, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation and Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology

assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. § 546.

### **11.3 Standby Power**

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than 4 hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than 30 days following receipt of a request.

### **11.4 Emergency Alert Capability**

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

### **11.5 Technical Performance**

The technical performance of the Cable System shall meet or exceed all applicable federal (including without limitation the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Town shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

### **11.6 Cable System Performance Testing**

(A) Grantee shall provide to the Town a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Town with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Town for a period of at least 1 year, and individual Subscriber complaints from the Town for a period of at least 3 years, and make such information available to the Town upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests,

performed by or for Grantee. Copies of such test results will be provided to the Town upon reasonable request.

- (D) Grantee shall perform any tests required by the FCC.

### **11.7 Additional Tests**

Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

## **SECTION 12. SERVICE AVAILABILITY**

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within 7 days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.
- (2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non standard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Town;
- (3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other

Dwelling Units in the Town and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The Town acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 45 residences per mile of Cable System plant. If the residential density is less than 45 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals 45. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

## **SECTION 13. FRANCHISE VIOLATIONS**

### **13.1 Procedure for Remediating Franchise Violations**

(A) If the Town reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Town shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have 30 days from the receipt of such notice to:

(1) respond to the Town, contesting the Town's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Town that Grantee cannot cure the default within the 30 days, because of the nature of the default. In the event the default cannot be cured within 30 days, Grantee shall promptly take all reasonable steps to cure the default and notify the Town in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Town may set a meeting in accordance with paragraph (B) below to determine whether additional time beyond the 30 days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under paragraph (A)(3), or denies the default and requests a

meeting in accordance with (A)(1), or the Town orders a meeting in accordance with paragraph (A)(3), the Town shall set a meeting to investigate said issues or the existence of the alleged default. The Town shall notify Grantee of the meeting in writing and such meeting shall take place no less than 30 days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Town determines that a default exists, the Town reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the Town's position.

(D) No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

### **13.2 Procedures in the Event of Termination or Revocation**

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than 6 months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with paragraphs (A)(1) or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by Section 13.3(B) to the Town's satisfaction, after written notice to Grantee, the Town may cause the work to be done

and Grantee shall reimburse the Town for the costs incurred within 30 days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Grantee.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

### **13.3 Purchase of Cable System**

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the Town's audit of a current profit and loss statement of Grantee. The Town shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

### **13.4 Receivership and Foreclosure**

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment;  
or

(2) The receivers or trustees have, 120 days after their election or

appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Town may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked 30 days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

### **13.5 No Monetary Recourse Against the Town**

Grantee shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of Applicable Law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under Applicable Law.

### **13.6 Effect of Abandonment**

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring the Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

### **13.7 What Constitutes Abandonment**

The Town shall be entitled to exercise its options in Section 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the Town authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable

Service in accordance with this Franchise.

## **SECTION 14. FRANCHISE RENEWAL AND TRANSFER**

### **14.1 Renewal**

(A) The Town and Grantee agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of Applicable Law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Town agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Town and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Grantee and Town consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the Town shall continue to comply with all obligations and duties under the Franchise.

### **14.2 Transfer of Ownership or Control**

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise or by Applicable Law. The Town and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the Town fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the Town, Grantee shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of

the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

## **SECTION 15. SEVERABILITY**

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

## **SECTION 16. MISCELLANEOUS PROVISIONS**

### **16.1 Preferential or Discriminatory Practices Prohibited**

**NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

### **16.2 Notices**

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of California/Colorado/Florida/Oregon, Inc.  
8000 E. Iliff Ave.  
Denver, CO 80231  
Attn: Government Affairs

With a copy to:

Comcast Cable  
Attn.: Government Affairs Department  
1701 JFK Blvd, 49th Floor  
Philadelphia, PA 19103

The Town's address shall be:

Town of Breckenridge  
Attn: Town Manager  
150 Ski Hill Road  
P.O. Box 168  
Breckenridge, CO 80424

### **16.3 Descriptive Headings**

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

### **16.4 Publication Costs to be Borne by Grantee**

Grantee shall reimburse the Town for all costs incurred in publishing this Franchise, if such publication is required.

### **16.5 Binding Effect**

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

### **16.6 No Joint Venture**

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

### **16.7 Waiver**

The failure of the Town at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

**16.8 Reasonableness of Consent or Approval**

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

**16.9 Entire Agreement**

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

**16.10 Jurisdiction**

Venue for any judicial dispute between the Town and Grantee arising under or out of this Franchise shall be in Summit County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Breckenridge, Colorado this 10th day of July, 2025.

ATTEST:

TOWN OF BRECKENRIDGE, COLORADO:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Town Manager

Accepted and approved this \_\_ day of \_\_\_\_\_, 2025.

COMCAST OF  
CALIFORNIA/COLORADO/FLORIDA/OREGON, INC.

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Name/Title: \_\_\_\_\_

## **EXHIBIT A: CUSTOMER SERVICE STANDARDS**

### **Introduction**

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the Town of Breckenridge (the “Franchising Authority”) area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the Franchise Authority’s assessment of the needs of citizens, the Franchising Authority has adopted, modified and created standards specially tailored to the Franchise Authority, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the “CCUA”).

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the Franchising Authority that the security fund will never need to be drawn upon; however, the Franchising Authority believes that some enforcement measures are necessary.

### **TOWN OF BRECKENRIDGE**

### **CUSTOMER SERVICE STANDARDS**

#### **I. POLICY**

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to

exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Breckenridge.

## **II. DEFINITIONS**

When used in these Customer Service Standards (the “Standards”), the following words, phrases, and terms shall have the meanings given below.

“Adoption” shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

“Affiliate” shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

“Applicable Law” means, with respect to these standards and any Cable Operator’s privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

“Cable Operator” shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

“Cable Service” shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, “video programming” is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). “Other programming service” is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the

television signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

“Colorado Communications and Utilities Alliance” or “CCUA” shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

“Customer” shall mean any person who receives any Cable Service from a Cable Operator.

“Customer Service Representative” (or “CSR”) shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

“Franchising Authority” shall mean the Town of Breckenridge.

“Necessary” shall mean required or indispensable.

“Non-cable-related purpose” shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

“Personally Identifiable Information” shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer’s Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. “Personally Identifiable Information” shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer’s premises.

“Service interruption” or “interruption” shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

“Service outage” or “outage” shall mean a loss or substantial impairment in reception on all channels.

“Subcontractor” shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

### **III. CUSTOMER SERVICE**

#### **A. Courtesy**

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

#### **B. Accessibility**

1. A Cable Operator shall provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the Franchise Authority, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer’s concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

### **C. Responsiveness**

#### **1. Guaranteed Seven-Day Residential Installation**

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. “Standard” residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12”), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

## 2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

## 3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner

consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. **Records of Service Interruptions and Outages.** A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

#### 4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

## 5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

## 6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

## 7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangers must describe the issue and provide contact information where the

property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

#### **D. Services for Customers with Disabilities**

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

#### **E. Cable Services Information**

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement

of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

## **F. Customer Privacy**

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure

of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the Franchise Authority designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a

package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

#### **G. Safety**

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

#### **H. Cancellation of New Services**

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer’s account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer’s first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

## **IV. COMPLAINT PROCEDURE**

### **A. Complaints to a Cable Operator**

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

### **B. Complaints to the Franchising Authority**

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

### **C. Security Fund or Letter of Credit**

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

#### **D. Verification of Compliance**

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

#### **E. Procedure for Remediating Violations**

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;

c. Reverse any decision of the Cable Operator in the matter;

d. Grant a specific solution as determined by the Franchising Authority; or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

#### **V. MISCELLANEOUS**

##### **A. Severability**

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

**B. Non-Waiver**

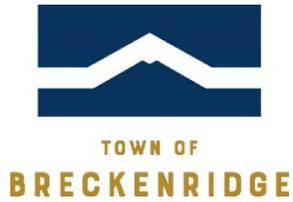
Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

## EXHIBIT B: REPORT FORM

Comcast  
 Quarterly Executive Summary - Escalated Complaints  
 Section 7.6 (B) of our Franchise Agreement  
 Quarter Ending \_\_\_\_\_, Year \_\_\_\_\_  
 BRECKENRIDGE, COLORADO

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<b>TOTAL</b>	<b>0</b>

Compliments



# Memo

**To:** Town Council  
**From:** Shannon Haynes, Town Manager  
**Date:** June 17, 2025 (for June 24, 2025)  
**Subject:** Childcare Intergovernmental Agreement Resolution

**Town Council Goals** (Check all that apply)

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

**Summary**

The Childcare Intergovernmental Agreement (IGA) sets forth the general guidelines of the program and defines the roles and responsibilities for the county-wide childcare tuition assistance program for the jurisdictions within Summit County and Early Childhood Options (ECO). Staff seek approval of the amended and restated Childcare IGA.

**Background**

The Town started its childcare tuition assistance program in 2007 after realizing there was a consistent lack of available childcare in the community. The 2022 Summit County Childcare & After School Care Needs Assessment found that 73% of parents are in the workforce, and among those not utilizing regular care, the most common response was they “can’t afford it.” As other Summit County jurisdictions began developing similar programs to address the need for quality childcare for local working families, Summit County Strong Future funding for Pre-K was approved to cover the costs of 3 and 4 year olds. It was determined that the most efficient way for all Summit County jurisdictions to collectively address the ongoing affordability issue for children under 3 years old would be to form a county-wide tuition assistance program. The program would be administered by Early Childhood Options (ECO), a Summit County non-profit established in 1991 and responsible for administering other childcare support programs, including Summit Pre-K. The first IGA was executed on August 7, 2023. The agreement provided a system for allocating tuition expenses among the municipalities and Summit County and created a Childcare Tuition Board comprised of members from participating jurisdictions to provide oversight of the tuition program focused on 0-3 year olds and called First Steps.

This IGA has recently been updated to include the newly incorporated Town of Keystone, as well as a revised funding structure. The First Steps tuition assistance program provides a ‘needs based’ approach that can potentially provide tuition assistance when a family’s childcare expenditure exceeds 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, childcare cost, parents’ work schedule, and the number of children in care.

**Public outreach/engagement**

There has been no targeted public outreach or engagement for the Childcare IGA.

**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**

To determine each jurisdiction's financial obligation, ECO will collect annual data on where participating families both live and work. This information will be used to determine the appropriate funding percentage share for each jurisdiction. The model was developed by the Childcare Tuition Board and is being presented to each of the participating jurisdictions for approval.

During the first year of the program, and in the original IGA, financial obligations were determined using the funding model in existence for the countywide Communications Center, as there was no other similar model from which to draw. For the 23/24 school year, the funding percentage for Breckenridge was 36%. For the current year (24/25), Breckenridge has 32.31% of the enrollment share which equates to \$736,972.88 (including a 10% administrative cost). A similar percentage is estimated for 2025-2026, though an ECO subcommittee is looking at ways to reduce costs and the Board, through the countywide managers group, is working with the County in hopes of utilizing some Strong Future Early Childhood funding for the First Steps program.

**Equity Lens**

Affordable and accessible childcare allows our local workforce to support their families while their children have quality care in Breckenridge. It has been identified as a top community value for many years and most recently confirmed as a top six Council priority at the Council retreat in May.

**Staff Recommendation**

The IGA has been approved in the form attached by the Towns of Blue River, Keystone, and Frisco to date. The Towns of Dillon and Silverthorne are planning to approve in the next few weeks. The County will also be presenting this IGA to the Board of County Commissioners.

Staff recommend the Town Council approve the Childcare Intergovernmental Agreement attached in conjunction with the other jurisdictions.

1  
2 RESOLUTION NO. \_\_\_\_

3  
4 Series 2025

5  
6 A RESOLUTION APPROVING AN AMENDED AND RESTATED  
7 INTERGOVERNMENTAL AGREEMENT FOR SUMMIT COUNTY CHILD CARE  
8 TUITION ASSISTANCE AMONG SUMMIT COUNTY AND THE TOWNS OF BLUE  
9 RIVER, DILLON, FRISCO, KEYSTONE AND SILVERTHORNE AND EARLY  
10 CHILDHOOD OPTIONS

11  
12 WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended  
13 (the “**Intergovernmental Relations Statute**”), and Article XIV, Section 18 of the State  
14 Constitution, governments may contract with one another to provide any function, service or  
15 facility lawfully authorized to each of the contracting units and any such contract may provide  
16 for the joint exercise of the function, service or facility; and

17  
18 WHEREAS, previously, the Town of Breckenridge, Summit County, and the Towns of  
19 Blue River, Dillon, Frisco, and Silverthorne entered into an intergovernmental agreement in  
20 2023 (“**Original IGA**”) with Summit County Child Care Resource and Referral Agency, d/b/a  
21 Early Childhood Options (“ECO”) providing for collaboration between the various jurisdictions  
22 and ECO to fund tuition assistance for early childhood care options; and

23  
24 WHEREAS, the Parties have determined it to be necessary to amend and restate the  
25 Original IGA in order to better account for the cost-share allocations for each party to the IGA  
26 as well as to re-establish the general guidelines for the tuition assistance program and the  
27 participation of the parties therein; and

28  
29 WHEREAS, in addition, since the date of the Original IGA, the Town of Keystone  
30 incorporated and the parties to the Original IGA wish to include the new Town of Keystone; and

31  
32 WHEREAS, a proposed Amended and Restated Intergovernmental Agreement between  
33 the Town of Breckenridge, Summit County government, and the towns of Blue River, Dillon,  
34 Frisco, Keystone and Silverthorne to add the Town of Silverthorne has been prepared, a copy of  
35 which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference; and

36  
37 WHEREAS, the Town Council has reviewed the proposed Amended and Restated  
38 Intergovernmental Agreement, and finds and determines that it would be in the best interest of  
39 the Town to enter into such agreement.

40  
41 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
42 BRECKENRIDGE, COLORADO:

43  
44 Section 1. The Amended and Restated Intergovernmental Agreement among Summit  
45 County, Colorado and the Towns of Blue River, Dillon, Frisco, Keystone, and Silverthorne and

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Early Childhood Options is approved, and the Mayor is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2025.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Mae Watson  
Town Clerk

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney                      Date

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SUMMIT  
COUNTY CHILD CARE TUITION ASSISTANCE

Among

SUMMIT COUNTY, COLORADO, And

THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, KEYSTONE, AND  
SILVERTHORNE, COLORADO, And

SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. DBA  
EARLY CHILDHOOD OPTIONS

**THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ of \_\_\_\_\_ 2025, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, AND KEYSTONE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State, and SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. dba EARLY CHILDHOOD OPTIONS ("ECO") a Colorado Non-Profit Corporation. The County the Towns and ECO are referred to collectively herein as "the Parties" or individually as "a Party."

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

**WHEREAS**, according to an April 2022 Summit County Childcare & After School Care Needs Assessment ("2022 Needs Assessment"), Summit County is home to 4,367 total children, and 1,485 children are under age 6, and 2,882 are between 6 and 12; and

**WHEREAS**, seventy three percent of children in Summit County have all parents in the labor force and are therefore likely to need some type of childcare; and

**WHEREAS**, the Parties to this Agreement have all determined that public support of childcare is an important investment in the community and that quality early childcare benefits families, children, employers, and the community at large; and

**WHEREAS**, among parents not using regular childcare, one of the most common reasons cited in the 2022 Needs Assessment survey was "can't afford it"; and

**WHEREAS**, the Parties are committed to assisting to provide access to affordable, quality childcare for local working-families; and

**WHEREAS**, the 2022 Needs Assessment specifically recommended that the County and Towns explore options for extending tuition assistance countywide for all age groups; and

**WHEREAS**, a Countywide Tuition Assistance Workgroup ("Workgroup"), comprised of representatives from the County, Summit Municipalities, private industry, and several non-profit sector representatives was established in 2021 to study and discuss the concept of a countywide assistance tuition program; and

**WHEREAS**, the Workgroup made recommendations to, and received support from, Summit County, Silverthorne, Breckenridge, Frisco, Dillon, and Blue River, regarding a proposed framework for a countywide tuition assistance program; and

**WHEREAS**, the Summit County Pre-K Program ("SPK") currently funds tuition

assistance for all 3- and 4-year-olds in Summit County and is funded through Strong Future, a voter-approved ballot initiative; and

**WHEREAS**, in 2023, the County along with the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne entered into an IGA to establish the Summit First Steps Program (“First Steps”) to fund tuition assistance for children ages 6 weeks to 3 years who do not qualify for SPK (“Original IGA”); and

**WHEREAS**, this Amended and Restated IGA for countywide Child Care Tuition Assistance will re-establish the general guidelines of the First Steps program and re-define the roles and responsibilities of the IGA’s participants; and

**WHEREAS**, the First Steps program will provide a ‘needs based’ approach that can potentially provide tuition assistance when a family’s childcare expenditures exceed 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, child care cost, parents’ work schedule, the number of children in care, etc. The assistance is paid directly to the participating Child Care Center, or licensed in-home childcare location, on behalf of approved families; and

**WHEREAS**, on February 8, 2024, the Town of Keystone incorporated as a home rule municipality; and

**WHEREAS**, the Parties desire to enter into this Agreement regarding the First Steps Program to include the town of Keystone ; and

**WHEREAS**, Early Childhood Options (“ECO”) is a Colorado non-profit corporation with a mission to improve the quality, affordability and availability of early childhood education in Summit County and ECO has been identified by the Parties as the appropriate local entity to administer this program, and ECO has hired an Enrollment and Eligibility Specialist specifically for this purpose.

**NOW, THEREFORE**, the Parties agree as follows:

**Section 1. Prior Agreement**

a. The Original IGA entered into by the County and Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne and dated August 7, 2023 is hereby terminated in its entirety and replaced with this Agreement.

**Section 2. Childcare Tuition Board and Plan.**

a. Tuition Board:

i. To promote the purposes of this Agreement and cooperation among the parties, the Parties agree to form a Childcare Tuition Board (the “Board”). The Board shall consist of the Town/County managers of each Party or their designees.

The Board will: (i) develop the Childcare Tuition Assistance Plan (the “Plan”) described below; and (ii) collaborate on the implementation of the Plan. The Plan shall be evaluated at least annually by the Board and reports regarding the Plan will be reported to each Party’s governing board.

- ii. The Plan adopted by the Board shall include a statement of goals that are to be accomplished through funding provided by each of the Parties.
  - iii. The Plan adopted by the Board shall include specifics regarding the percentage of funding that is to be provided by each of the Parties. The necessary funding amount will be updated annually based on need.
  - iv. The Board shall make an annual budgetary recommendation to the governing bodies of the Parties.
  - v. Meetings of the Board shall occur at least annually during each calendar year as established by the Board.
- b. The Plan:
- i. The tuition assistance program will provide a ‘needs based’ approach that can potentially provide tuition assistance when a family’s childcare expenditures exceed 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, child care cost, parents’ work schedule, the number of children in care, etc. The tuition assistance is paid directly to the participating Child Care Center, or licensed in-home childcare location, on behalf of approved families. The Plan will include tuition assistance for Summit First Steps for children ages 6 weeks to three years.
  - ii. A draft Plan, for review by the Parties and the Board is attached as Exhibit A. The draft Plan includes the following elements: Tuition Credit Standards/Eligibility, Qualified Childcare Providers, and Budget/Program Expenditures.
  - iii. The Board may, in its discretion, seek input from ECO or any sub-committee of ECO so formed, regarding the suitability of the Plan for the purposes set forth herein, prior to final adoption and at any subsequent time when the Board desires to revisit the Plan.

## **Section 2. Funding**

- a. The Summit First Steps program shall be funded from contributions from each of the Parties, from revenue sources of their choosing, including but not limited to, Nicotine tax revenues.

Future budgets, agreed to by all Parties, will be incorporated into this Agreement.

- b. Funding Structure for 2024-2025 and beyond:
  - i. ECO will collect data on the jurisdictions where families with children both live and work, in order to determine the appropriate funding percentage share for each jurisdiction as set forth below.
  - ii. By July 1 of each year, ECO will determine the percentage of families living in each jurisdiction and the percentage of families working in each jurisdiction. The live and work percentages for each jurisdiction will be added together and divided in half (“Percentage Share”).
  - iii. By July 1 of each year, ECO will provide the Board with the anticipated tuition costs for the upcoming school year (“Tuition Budget”). The Percentage Shares calculated in subsection ii. above will be applied to the Tuition Budget for the upcoming school year in order to determine each jurisdiction’s share of the tuition costs for that year (“Jurisdiction Funding Obligation”). A 10% administrative fee will be added to each Jurisdiction’s Funding Obligation.
  - iv. ECO will reduce the final amount of the Tuition Budget by any additional funding that is received, and the reduction will apply on a pro rata basis to each Jurisdiction’s Funding Obligation unless the Board determines a different allocation is fair and equitable.
  - v. No later than July 31 of each year, ECO will meet with the Board to approve the Tuition Budget, the Percentage Share, and the Jurisdiction Funding Obligations.
  - vi. The Percentage Share and Jurisdiction Funding Obligations for the 2024-2025 school year are set forth in attached Exhibit C.
  - vii. The Board will review the Funding Structure on an annual basis and may make adjustments to the Funding Structure as needed in order to ensure that the Jurisdiction Funding Obligations remain fair and equitable. In such event, this IGA will not need to be amended.

**Section 3. ECO’S Responsibilities.**

For the Term of this Agreement, in addition to any and all obligations required by law or stated elsewhere in this Agreement or any attachments hereto, ECO shall comply with the following requirements:

- a. ECO, through the work of their Program Director and Enrollment and Eligibility Specialist, shall administer the Summit First Steps program on behalf of the parties.
- b. ECO shall present to the Board a proposed budget for the Administration of the Tuition Assistance Program pursuant to this Agreement by August 30th of every year. The budget shall include a comparison of actual expenses to budget and adequate notice of any projected budget overruns that need to be addressed.

c. No less than once annually ECO shall report to the Parties and the public the following information:

- viii. The number of children and families receiving tuition credits in Summit County.
- ix. Complete financial statements for First Steps, including full reports on expenditures for the prior fiscal year and anticipated budgets and work plans for the ensuing fiscal year.
- x. An assessment of the performance of First Steps, including but not limited to program design and implementation, fiscal accountability, and responsiveness to preschool providers and the public, parents and children served by First Steps.

d. Tuition assistance funded pursuant to First Steps shall comply with the following standards and requirements:

- i. Eligible children must be at least 6 weeks of age and three years. If the child turns three years of age on or before October 1 of the program year, they are no longer age eligible for First Steps.
- ii. Eligible children must be enrolled or eligible for enrollment in a participating, licensed childcare center, family childcare home or preschool program in Summit County.
- iii. At least one parent or legal guardian must work 30+ hours for a Summit County business.
- iv. Tuition credits shall be administered on a sliding scale with the amount of the credit being inversely related to the family income of the recipient, and with the sliding scale to be more specifically determined by the Parties.
- v. Tuition credits shall be administered on a sliding scale, with the amount of the credit being related to the rated quality of the preschool provider with whom the credit is used, and with the sliding scale to be more specifically determined by the Parties.
- vi. Other specific criteria and procedures for the disbursement of tuition credits shall be determined by the Parties.

e. In order to be qualified for the use of tuition assistance and for receipt of technical assistance or direct grants, a childcare provider shall meet the following minimum requirements:

- i. The childcare provider shall be a duly licensed childcare center, family childcare home or preschool program under the Colorado Child Care Licensing Act, §§ 26-6-101, et seq., C.R.S., as amended.
- ii. The childcare provider shall agree to participate in the Colorado Shines Quality Rating System and maintain a minimum of a Level 2 Colorado Shines Quality Rating.
- iii. The preschool shall meet such other specific criteria and standards as shall be determined by the Parties.

f. ECO in administering the First Steps Program will ensure any childcare provider participating in the First Steps, shall not use tuition assistance derived from First Steps funds to engage in inherently religious activities, such as worship, religion education or instruction or

proselytization. If any childcare provider participating in First Steps engages in such inherently religious activities, the inherently religious activities must be offered separately, in time and location, from the programs, activities, or services supported by First Steps, unless offering such inherently religious activities in separate place would not be practicable due to the physical limitations of the facility in which First Steps activities are held. Nothing in this Agreement shall be construed to affect a childcare provider's right to engage in privately funded, inherently religious activities or affect the independence of childcare providers, including any rights protected by the Colorado and U.S. Constitutions and applicable law.

#### **Section 4. Payment**

a. ECO shall submit invoices, at least quarterly to the Parties for budgeted First Steps expenses. All documentation required hereunder and such additional documentation as may be reasonably required by the Parties to document ECO invoices must be accompanied by billing invoices to support the expenditure of funds.

b. Payments will be issued by a Party within thirty (30) days of receipt of the invoice, or as soon as possible in accordance with a Party's normal financial administration procedures for paying invoices, whichever is longer. An authorized obligation hereunder is a cost supported by the applicable documentation that is approved by a party in accordance with the Party's approved First Step budget, as amended.

**Section 5. Status of ECO.** The status of ECO shall be that of an independent, tax-exempt, non-profit corporation. It is not intended, nor shall it be construed, that ECO or its personnel are employees or officers of any Party for any purpose whatsoever. ECO is a corporation and as such is responsible for the operational management, errors and omissions of its employees.

**Section 6. Examination of Records.** ECO agrees that any duly authorized representative of a Party, shall have access to and the right to examine any directly pertinent books, bank statements, records, returns, cost accounting records, files, and any other records or documents (whether prepared or maintained in hardcopy or electronic format) ("ECO's Records") prepared or maintained by ECO involving matters or transactions in any way, directly or indirectly, related to this Agreement, except those matters required to be kept confidential by law. Further, the Parties shall have the right at any time, and from time to time, to audit ECO's Records and ECO, upon request, shall make all such matters available for such examination. If ECO's Records exist in electronic form, ECO shall maintain a means of transferring said records to hardcopy form. Unless a Party has reason to believe there are special circumstances requiring a different schedule or procedure, and the Party shall have given written notice to ECO of such special circumstances, (i) the Party shall not make such monitoring or inspection more often than annually, and (ii) such monitoring or inspection shall be conducted at a mutually agreeable time and so as to prevent unnecessary interference with the work of ECO. Attendance at public meetings shall not constitute monitoring or inspection for purposes of this section.

**Section 7. Performance Monitoring/Inspection.** ECO shall permit the Parties or authorized designees, to monitor all activities conducted by ECO pursuant to the terms of this Agreement and inspect any and all records, whether in hardcopy or electronic format, relating to

any matter covered by this Agreement, except those matters required to be kept confidential by law. Such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, attending all meetings, hearings, or proceedings held by ECO, its board of directors or advisors, or interviewing employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. Unless the Party has reason to believe there are special circumstances requiring a different schedule or procedure, and the Party shall have given written notice to ECO of such special circumstances, (i) the Party shall not make such monitoring or inspection more often than annually, and (ii) such monitoring or inspection shall be conducted at a mutually agreeable time and so as to prevent unnecessary interference with the work of ECO. Attendance at public meetings shall not constitute monitoring or inspection for purposes of this section.

**Section 8. Amendment of Agreement; Additional Parties.**

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of all Parties.

b. The Parties may agree to amend this Agreement pursuant to subsection (a) to add one or more additional incorporated Town Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement.

**Section 9. Term and Termination of Agreement.**

a. Effective Date. The effective date of this Agreement is \_\_\_\_\_, 2025 and shall continue until terminated by mutual agreement of the parties.

b. Termination. Any party may withdraw from this Agreement upon written notice provided to the other Parties at least sixty (60) days prior to the end of the then-current calendar year.

c. Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the County of the Towns within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the local government Parties under this Agreement are subject to annual budgeting and appropriation by their respective governing boards, in their discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate as to the non-appropriating party or parties effective December 31 of the then-current fiscal year.

**Section 10. Execution and Performance of Agreement in Accordance with Law.** Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations,

including but not limited to the Act, this Agreement, and a voter-approved ballot measure.

**Section 11. Indemnification.** All actions or omissions by any Party, including their respective representatives, employees, officers, agents, contractors, designees, volunteers, or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, if permissible at all for the governmental Parties hereto, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party, its representatives, employees, officers, agents, contractors, designees, volunteers, or officials. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party, except ECO, is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the applicable Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement.

**Section 12. Insurance.**

a. General Conditions: ECO agrees to secure, prior to the disbursement of funding hereunder, the following insurance covering all operations, goods or services provided pursuant to this Agreement. ECO shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, , and for any claims-made policy, three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A" VIII or better, or other insurer acceptable to the Board. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Board by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, the Parties must be notified by ECO. ECO shall be responsible for the payment of any deductible or self-insured retention. The Parties reserve the right to require the ECO to provide a bond, at no cost to the Parties, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the ECO. The ECO shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Third Party Providers: All sub-consultants, independent contractors, suppliers or other entities providing goods or services to or on behalf of ECO as contemplated by this Agreement shall be subject to all of the requirements herein and shall procure and maintain to the extent applicable the same coverages required of ECO. ECO shall include all such consultants, independent contractors, suppliers or other entities as insureds under its policies or shall ensure

that such third parties maintain the required coverages. ECO agrees to provide proof of insurance for all such third parties upon request by the Parties. ECO shall also obtain from, and provide copies to the Parties of, proof of insurance of each preschool/childcare provider participating in the First Steps Program, evidencing the same insurance coverages required of ECO.

c. **Workers' Compensation/Employer's Liability.** ECO shall maintain the coverage as required by statute for each of its business locations and shall maintain Employer's Liability insurance with limits of \$1.2 million for each bodily injury occurrence claim, \$1.2 million for each bodily injury caused by disease claim, and \$1.2 million aggregate for all bodily injuries caused by disease claims. ECO expressly represents to the Parties, as a material condition and requirement of this Agreement, that none of ECO's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date ECO executes this Agreement.

d. **General Liability:** ECO shall maintain limits of \$1.2 million for each occurrence claim, \$1.2 million for each personal and advertising injury claim, \$2,000,000 products and completed operation for each occurrence, and \$2,000,000 policy aggregate.

### **Section 13. Dispute Resolution.**

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Party staff, and if not resolved, escalating to discussions between the applicable Party management, and ultimately to the applicable Party Boards or Council(s).

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

**Section 14. Parties in Interest.** Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

**Section 15. No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

**Section 16. Notices.** Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given upon receipt. Notice to the Parties shall be given to the address listed on Exhibit B, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit B.

**Section 17. Severability.** If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

**Section 18. Interpretation.** Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

**Section 19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

**Section 20. Contract Documents; Order of Precedence.** This Agreement consists of Paragraphs 1 through 20, which precede the signature page, and the following attachments which are incorporated herein and made a part by reference:

Exhibit A	Guidelines - Summit First Steps 2023-2024 Program Year ("The Rules")
Exhibit B	Contacts for Notices

In the event of an irreconcilable conflict between a provision of Paragraphs 1 through 20, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs	1 through 20 hereof
Exhibit A	Guidelines - Summit First Steps 2023-2024 Program Year ("The Rules")
Exhibit B	Contacts for Notices
Exhibit C	Percentage Share and Jurisdiction Funding Obligations for the 2025-2026

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

**BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY**

By: \_\_\_\_\_  
Eric Mamula, Chair

**ATTEST:**

By: \_\_\_\_\_  
Clerk and Recorder

**TOWN OF BLUE RIVER**

By: \_\_\_\_\_  
Nick Decicco, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF BRECKENRIDGE**

By: \_\_\_\_\_  
Kelly Owens, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF DILLON**

By: \_\_\_\_\_  
Carolyn Skowyra, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF FRISCO**

By: \_\_\_\_\_  
Frederick J. Ihnken, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF SILVERTHORNE**

By: \_\_\_\_\_  
Ann-Marie Sandquist, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF KEYSTONE**

By: \_\_\_\_\_  
Ken Riley, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**SUMMIT COUNTY CHILD CARE  
RESOURCE & REFERRAL AGENCY, INC., dba  
EARLY CHILDHOOD OPTIONS**

By: \_\_\_\_\_  
Kelly Renoux, Vice-Chair

ATTEST:

By: \_\_\_\_\_

## Exhibit A

### **Guidelines - Summit First Steps**

#### **(“The Rules”)**

#### **OVERVIEW**

Summit First Steps offers financial tuition assistance to families living, working and utilizing childcare in Summit County. The purpose of First Steps is to assist families with the cost of childcare so that parents can remain in the local workforce while their children attend childcare. First Steps is governed by a Child Care Tuition Assistance Board and administered by a local non-profit, Early Childhood Options (ECO).

Financial assistance is available for children between the ages of 6 weeks and 3 years attending a participating, licensed childcare center or family childcare home. The amount of assistance is determined based on gross income, childcare cost, parents' work schedule, the number of children in care, and other criteria as described below. Assistance is paid, in the form of tuition credits, directly to the participating childcare center on behalf of qualified families and is intended only for the Centers' use to cover the true cost of care.

The following policies have been established to ensure that the available funds are used in the fairest and most effective way possible. The Child Care Tuition Assistance Board reserves the right to amend the eligibility criteria or to request additional information at any time. Any fraud or misrepresentation made by applicants, participants, or recipients may result in immediate termination of funding, required repayment of funds, and additional penalties. Program funding is limited, and all tuition assistance is subject to the availability of funds. It is the responsibility of the Centers and families to inform ECO if they feel that the policies and procedures herein are being violated.

#### **ELIGIBILITY CRITERIA FOR FIRST STEPS TUITION ASSISTANCE**

- Age Eligibility: For the 2023/2024 school year, participating child's birthday must be on or after October 2, 2020
- Child must be enrolled in a qualified childcare program. A qualified childcare program can be a childcare center or family childcare home. Program qualifications are:
  - Childcare program must have a childcare license in good standing from the Colorado Department of Human Services, and
  - Childcare program must have a Colorado Shines Quality rating of 2 or above ([Current SCTA Provider List](#)).
- Household income must be at or below 180% of the Area Median Income ([AMI](#)).
- At least one member of the household is required to work 30+ hours per week, for a business located in and serving Summit County.
- To access assistance for a full time childcare schedule (4 or 5 days/ week), both parents must work 30 + hours / week and have a combined household income under 180% [AMI](#).
- Self-employed applicants must maintain an average income that exceeds their business expenses and must show that his/her taxable gross income divided by the number of hours

of care used for the employment activity equals at least the current Federal Minimum Wage.

### **DETERMINATION OF TUITION CREDIT AMOUNT**

The amount of tuition credit is based on a sliding scale and will be determined using the following factors: gross household income, childcare center tuition rates, number of children in care, Colorado Shines quality rating of program, parent/legal guardian work schedule, enrollment in other programs such as CCCAP or Early Head Start.

### **APPLICATION PROCESS**

All families, including currently participating families, are required to apply during the annual enrollment/application period. With the exception of Qualified Permitted Changes described below, no applications will be considered until the next annual enrollment deadline.

Applicants will be required to complete the application at <https://eco1.smapply.org/>. For a detailed list of documents required to apply click [here](#).

### **APPLICATION TIMELINES**

Applications Available:	On or around May 1 of the program year
Applications Due:	On or around May 31 of the program year
Assistance Cycle:	September 1– August 31

The application will be available online through Early Childhood Options website at: <http://www.earlychildhoodoptions.org/>

COMPLETE applications will be processed in the order they are received. Late applications will not be accepted or considered.

### **ADDITIONAL GENERAL POLICIES**

#### **ASSET TESTING**

ECO may require a comprehensive list of household assets and liabilities. A child may be ineligible or disqualified from the program if assets of the parent(s)/legal guardian exceed \$250,000. Some assets will be exempt, such as primary residence equity, retirement accounts, health savings and college savings accounts.

#### **OUT OF COUNTY APPLICANTS**

If a parent or legal guardian works in Summit County but the child does not reside in Summit County, at least one parent/legal guardian must be working a minimum average of 30+ hours per week annually in Summit County, for a Summit County business. If, during the program year, the family member's employment in Summit County upon which tuition credit was based is terminated for any reason, the child may remain in the program for up to eight (8) weeks without disruption to the tuition credits. If within eight weeks the family becomes compliant with the eligibility requirements, they may remain in the program for the duration of the program year. If after eight weeks the family is not in compliance with the eligibility requirements, tuition credits will be terminated immediately. It is the family's responsibility to report these changes within 30 days.

## **QUALIFIED PERMITTED CHANGES/OUT OF CYCLE APPLICATIONS**

**CURRENTLY ENROLLED FAMILIES:** If a current tuition assistance recipient is experiencing an emergency including but not limited to birth, adoption, loss of job, or other situation that significantly impacts family income, they may be eligible for amended tuition credits. The parent(s)/legal guardian will need to contact the Enrollment and Eligibility Specialist at 970-406-3060 directly to discuss options.

**NEW FAMILIES:** If a family becomes eligible because of residency or new employment in Summit County, and/or they receive an enrollment offer from a qualified childcare provider, they may be eligible to apply for tuition credits outside of the application window. The parent(s)/legal guardian will need to contact the Enrollment and Eligibility Specialist at 970-406-3060 directly to discuss options.

## **COLORADO CHILD CARE ASSISTANCE PROGRAM (CCCAP)**

In some instances, children may be eligible for both the [Colorado Child Care Assistance Program \(CCCAP\)](#) and First Steps tuition credits. In such instances, all the eligibility criteria mentioned above are applicable, as well as:

- Families must be in good standing with their local CCCAP office and must comply with all CCCAP rules and regulations.
- If during the award cycle a family becomes ineligible for CCCAP, they may submit a complete application with all the required documentation to be considered for an adjustment to their tuition credit.

An application will only be considered when the application is completed and submitted in full. Any approved credit may be prorated back to the date of the completed application.

Please note, the CCCAP Program is considered the payer of first resort. The First Steps tuition credit can be used to cover a portion or all of the difference between the CCCAP reimbursement and the actual rate of tuition. If parent(s)/legal guardian(s) apply for tuition credits and appear to be potentially eligible for CCCAP, they will be referred to the CCCAP office before the application can be further processed.

For more information about Summit County CCCAP, please call 970-668-9160.

## **ATTENDANCE**

It is the expectation that children participating in Summit First Steps will regularly attend based on their approved enrollment days. Parent(s)/legal guardian(s) are required to notify the childcare program if the child is going to be absent and provide the reason for the absence when appropriate.

Consistent excused absences may result in a loss or deduction of your child's tuition credit. Childcare programs are required to notify ECO anytime a child's attendance falls below 75% of his/her regular schedule.

## **EVALUATION AND DATA TRACKING**

ECO will be using a variety of strategies to evaluate the overall success of the program. Short and long-term program data may be gathered through early childhood assessments, interviews, surveys, observations, and small groups. Parent(s)/legal guardian will be asked to sign an information sharing release, within the guidelines of the stated confidentiality agreement.

## **PARENT RESPONSIBILITY**

1. Parent/s or legal guardians are responsible for reporting to the Enrollment and Eligibility Specialist, in writing or by email, any changes in their child's preschool or childcare schedule, or any changes of program.

2. Every parent(s) or legal guardian applying for tuition credit will be required to sign a statement acknowledging that they do not have any outstanding debt to any licensed preschool program, childcare center, and/or family childcare provider or have made agreeable arrangements to pay their debt. If it is brought to ECO's attention by any means that a participating family has an outstanding debt, an investigation will take place. If the allegations are founded, the tuition credit will be placed on-hold for a probationary period of 30 calendar days.

During the 30 days, the family must pay the balance of their debt or make acceptable arrangements for payment. If these conditions have not been met after 30 days, there will be immediate termination of funding and additional penalties adopted by ECO may occur.

A family may re-apply at the next annual deadline if they have an age-eligible child and only after the balance is paid in full to the preschool program, childcare center or family childcare provider.

3. Loss of Employment must be reported immediately to the Enrollment and Eligibility Specialist at ECO.

4. If, during the program year, household income either increases by 10% or decreases by 10% the family must notify the Enrollment & Eligibility Specialist within 20 days of the date of such change to my income. The amount of household income includes wages, assets or other property obtained during such a school year.

5. Applicants must sign a complete "Participant Responsibility Agreement" as well as a Verification and Acknowledgement form to attest that all the information that has been provided as part of their application is true and complete.

6. It is the responsibility of the parent(s)/legal guardian to comply with the rules and regulations of the childcare provider and the First Steps program, including but not limited to those relating to absences. The parent must agree to notify the childcare program if the child is going to be absent, and the reason for the absence when appropriate.

## **CONFIDENTIALITY**

Early Childhood Options (ECO) respects the importance of maintaining the confidentiality of personal or sensitive information disclosed in the First Steps program and takes reasonable measures to protect the unauthorized disclosure of such information.

ECO may disclose certain anonymous, aggregated data and provide it to early childhood programs, funding sources and governmental agencies either for market research and statistical purposes or to ensure compliance with the agreements between ECO and early childhood programs, funding sources, governmental agencies, and similar organizations.

**Exhibit B**  
**Contacts for Notices**

**Blue River**

Town Manager's Office  
0110 Whispering Pines Circle  
PO Box 1784, Breckenridge, CO 80424

e-mail: [info@townofblueriver.org](mailto:info@townofblueriver.org)

**Breckenridge**

Town Manager's Office  
150 Ski Hill Road  
PO Box 168  
Breckenridge, CO 80424

e-mail: [shannonh@townofbreckenridge.com](mailto:shannonh@townofbreckenridge.com)

**Dillon**

Town Manager's Office  
275 Lake Dillon Drive  
PO BOX 8  
Dillon, CO 80435

e-mail: [info@townofdillon.com](mailto:info@townofdillon.com)

**Early Childhood Options**

ECO Executive Director  
PO BOX 3355  
330 Fiedler Avenue  
Suite 100  
Dillon, CO 80435

e-mail: [program@earlychildhoodoptions.org](mailto:program@earlychildhoodoptions.org)

**Frisco**

Town Manager's Office  
PO Box 4100  
1 East Main Street  
Frisco, CO 80443

e-mail: [TomF@townoffrisco.com](mailto:TomF@townoffrisco.com)

**Keystone**

Town Manager's Office  
1628 Sts John Road  
Keystone, CO 80435

e-mail: [jcrone@keystoneco.gov](mailto:jcrone@keystoneco.gov)

**Silverthorne**

Town Manager's Office  
PO Box 1309  
601 Center Circle  
Silverthorne, CO 80498

e-mail: [info@silverthorne.org](mailto:info@silverthorne.org)

**Summit County**

County Manager's Office  
P.O. Box 68  
208 Lincoln Ave., 3rd Floor  
Breckenridge, CO 80424

e-mail: [Dave.Rossi@summitcountyco.gov](mailto:Dave.Rossi@summitcountyco.gov)

**Exhibit C**

Percentage Share and Jurisdiction Funding Obligations for the 2024-2025

	% Funding (23/24 Data)	Cost without Administration	Full Cost with Administration
Blue River	0.64%	\$ 13,963.34	\$ 14,598.04
Breckenridge	32.31%	\$ 704,930.58	\$ 736,972.88
Dillon	7.10%	\$ 154,905.82	\$ 161,947.00
Frisco	14.55%	\$ 317,447.85	\$ 331,877.30
Silverthorne	19.06%	\$ 415,845.77	\$ 434,747.85
SCG	23.33%	\$ 509,007.44	\$ 532,144.14
Keystone	3.02%	\$ 65,889.52	\$ 68,884.50
Total	100.01%	\$ 2,181,990.32	\$ 2,281,171.71

# Memo

**To:** Town Council  
**From:** Town Staff  
**Date:** 6/19/2025 (for 6/24/2025 work session)  
**Subject:** Public Projects Updates

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## **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 has been onsite performing relocation work along the project corridor. 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 recently hosted two additional public open houses on June 16 and June 18, 2025 for in-person question/answer sessions on the project. 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](http://www.townofbreckenridge.com/brokenlance) for construction updates on the project (link also available on [www.BreckRoads.com](http://www.BreckRoads.com) ).



Water line installation utilizing a trench box for safety.

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.

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

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

### **Asphalt and Concrete Repair Project**

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

**Schedule:** Additional concrete repair is ongoing on Boreas Pass Road and the Stephen C. West Ice Arena parking lot. Paving in the Ski Hill Road neighborhoods is anticipated to begin the week of June 23<sup>rd</sup>. Please visit [www.BreckRoads.com](http://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

### **Fiber 9600**

At the end of December 2024, Allo reported having 1,145 Breckenridge customers, compared to 1,120 on September 30, 2024. This link will show a map of where we have installed fiber in town: [ALLO Availability](#)

Peak Construction is completing the Four O'clock Road construction and is moving toward Primrose Path and King's Crown. They have also completed 12 drops to residential customers, 4 drops to MDU's, and 3 drops to businesses in 2025.

Residents and businesses can learn more and sign up for service by navigating to: <https://www.allocommunications.com/locations/breckenridge/>

Project Funding	
2024 CIP Prior Spending Authority	\$25,000
2025 CIP	\$2,000,000
TOTAL Funding	\$2,025,000

### **Carter Park Dog Park**

Columbine Construction was selected as the dog park contractor through a competitive RFP process. They are expecting to begin construction on the dog park in mid-July.



**Carter Park | Master Site Plan Concept**  
 December 22, 2023

Project Funding	
2024 CIP Prior Spending Authority	\$200,000
2025 CIP	\$450,000
<b>TOTAL Funding</b>	<b>\$650,000</b>

**Blue River Pathways Projects**

The Blue River Pathways project seeks to revitalize the Blue River corridor and downtown alleys between N. French Street and S. Park Avenue by improving safety, bicycle and pedestrian connectivity, placemaking and river health alongside providing strong community engagement on the project. This project is a complex multi-year planning project that will be followed by various phases of CIP construction projects. The draft master plan approved by the Council in 2024 will be finalized and adopted once structure selection is completed for the pedestrian underpasses and bridges. Current CIP projects underway include the Living Lab Bike Plaza, Recreation Path signage enhancements, Sawmill Lot Pedestrian Connection design, and the Corridor Structure Design project.

**Budget:**

2025 CIP Project Funding	
Master Plan- Final Draft	\$35,000
Sawmill Pedestrian Connection (Design)	\$15,000
Rec Path Signage	\$150,000
Living Lab Bike Plaza (Schoonover Site)	\$100,000
<b>TOTAL Funding</b>	<b>\$300,000</b>

**Recreation Path Signage**

Staff and the design team are working on establishing recommended locations, messaging, and graphics for signage along the Recreation Path in the downtown corridor to facilitate wayfinding to key destinations. We recently met with BTO to gather feedback and coordinate the sign plan with the BTO’s current efforts to update the map inserts throughout Town. Staff will present the proposed signage concepts to the Council for feedback at an upcoming work session.

**Sawmill Pedestrian Connection**

The 2025 CIP includes funding for the design of the east/west pedestrian connection from the existing pedestrian bridge near the S. Gondola Parking Garage to Main Street. Staff is currently reviewing the preliminary design plans and will present the design to the Council for feedback at an upcoming work session.



**Corridor Structure Design (Pedestrian Bridges & Underpasses)**

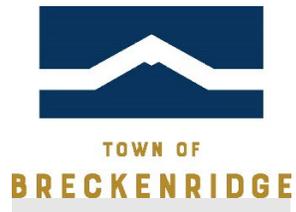
The Riverwalk Corridor Structures Design Project includes a feasibility study and design of underpasses and bridges for key crossings of the recreation path in the downtown corridor. Per the Blue River Pathways Master Plan, the crossings being considered are Watson Avenue and Ski Hill Road, the Ice House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

At the June 24<sup>th</sup> meeting, Norris Design on behalf of the design team, will present an overview of the project progress and updates relative to the Blue River Pathways Masterplan as a separate agenda item.

Budget:

This project is funded through a 50/50 matching MMOF grant.

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



# Memo

**To:** Town Council  
**From:** Mobility Staff  
**Date:** 6/19/2025 (for 6/24/2025 work session)  
**Subject:** Mobility Update

## Mobility

### Breck E-Ride-

Cool/wet weather in late May/early June led to slower ridership, but trips started picking back up in the second week of June as the weather pattern shifted to become more favorable. The promo code created for Breck Pride Week was redeemed a total of 130 times, providing a convenient way for participants to move between events and programming scheduled throughout town.

Week	2025 Trips	2024 Trips	% Change	2025 Dates	2024 Dates
<i>Pre-Launch</i>	325	282	15%	5/1 - 5/4	5/1 - 5/5
<i>Week 1</i>	428	167	156%	5/5 - 5/11	5/6 - 5/12
<i>Week 2</i>	526	606	-13%	5/12 - 5/18	5/13 - 5/19
<i>Week 3</i>	746	600	24%	5/19 - 5/25	5/20 - 5/26
<i>Week 4</i>	843	1130	-25%	5/26 - 6/1	5/27 - 6/2
<i>Week 5</i>	807	1197	-33%	6/2 - 6/8	6/3 - 6/9
<i>Week 6</i>	1412	1422	-0.7%	6/9 - 6/15	6/10 - 6/16
<b>YTD Totals:</b>	<b>5087</b>	<b>5404</b>	<b>-5.9%</b>		

### CDOT Active Transportation Plan -

As part of CDOT's statewide bicycle and pedestrian planning efforts, they have released a draft Active Transportation Plan (ATP) that is available for public review and comment. You may access the plan from the CDOT website at [https://www.codot.gov/programs/bikeped/planning/Bike\\_Ped\\_Plan](https://www.codot.gov/programs/bikeped/planning/Bike_Ped_Plan). The public comment period for the ATP is open June 12 through July 18. CDOT invites the public to submit comments through their [online form](#).

## Parking

Staff worked with a contractor to adjust the lighting on the top floors of the South Gondola Parking Structure. Previously, the lights were on full-bright from dusk to dawn. After researching and finding a contractor to trouble shoot the existing wiring, the lights were adjusted to work on motion detection; dimming from 100% to 20% after 2 minutes of inactivity and turning completely off after 5 additional minutes of inactivity.

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.



# Memo

**To:** Town Council  
**From:** Sustainability Staff  
**Date:** 6/24/25  
**Subject:** Sustainability Update

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## Materials Management

### Recycling Education

HC3 is launching their summer Oops Tag program again. HC3 staff is prepared to answer questions about recycling guidelines. Any customer service-related questions will be directed to the hauler's general phone number. The Oops Tag program is in its sixth year and continues to be a highlight effective education and outreach strategy for waste reduction. The 2024 report is attached.

### Commercial Composting

Staff continue to track recycling volumes in the Boreas, Peak 10, Peak 9, Peak 8, and Ice House enclosures to determine if there is room to remove one 3-yard recycling dumpster and add one 2-yard organics dumpster in each enclosure. The pilot will begin in the Peak 9 enclosure at the end of June with the other locations being added throughout July and August.

### June Exterior Light Fixture Take-Back

As part of the Dark Sky rollout, Sustainability staff will be accepting [noncompliant outdoor fixtures](#) from the public 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<sup>st</sup> deadline.

### Extended Producer Responsibility (EPR)

In 2022, HB 22-1355, the Producer Responsibility Program for Statewide Recycling Act, was signed into law. The Producer Responsibility program requires companies that sell products in packaging to fund a statewide recycling system to recycle packaging materials. EPR is projected to expand access to convenient recycling for up to 700,000 households and double recycling rates for paper and packaging.

Circular Action Alliance (CAA) has been selected as the State's producer responsibility organization (PRO) and is hosting a series of webinars and workshops to help local governments understand how the new program will work with existing recycling programs. CAA is hosting an EPR 101 for Colorado's Local Governments on July 10<sup>th</sup> from 10-11am MST. If interested, you can register here: [EPR 101: What Colorado's Local Governments Need to Know About Producer Responsibility](#)

## Energy

### Ice Rink Solar

Innovative Energy started the replacement of solar PV at the Ice Rink. They completed reinforcements to the shed cover over the inverter and will begin pouring concrete to accommodate the new inverters that will be installed. All of the new equipment has been delivered and is on-site. Innovative Energy expects to begin removing old panels at the ice rink sometime in the next few weeks, as soon as they wrap up work their work on the FIRC project. Old panels will be auctioned off through Government Deals or repurposed on other Town facilities.

### Mountain Energy Project Update

Xcel's Mountain Energy Project (MEP) is a massive project for Summit and Grand counties proposed by Xcel Energy that will have long-term impacts on our mountain communities. The Mountain Community Coalition (MCC) submitted two sets of answer testimony in the the Mountain Energy Project on June 5<sup>th</sup>. To find answer testimony in this proceeding, search for Proceeding No. 25A-0044EG using the [CPUC E-Filings System](#).

The Public Utility Commission (PUC) joined the BOCC at their work session on 5/27 to discuss the PUC's and community's roles in the process to approve the Mountain Energy Project. The PUC's presentation to the BOCC is attached.

We are now in the public comment period which is critical to inform the PUC board in their decision. There will be an upcoming public hearing for Commissioner Gilman to hear public comment on this proceeding. Details are below.

Wednesday, June 25; 5:30-7pm; Community and Senior Center, Frisco

- This is a legal proceeding during which community members can present public comment to the Commissioner regarding Xcel Energy and the MEP. Everyone who wishes to make a comment, in English or Spanish, will be able to do so within a three-minute time limit.
- Attached are informational flyers in English and Spanish.
- Meeting will be in English with Spanish translation.
- There will be light refreshments and a children's activity table with coloring books and markers to keep the kids occupied.
- There is NO virtual option for this meeting. Information about the virtual public comment hearing is forthcoming.

### Lake County Solar Garden

As part of the Town's commitment to 100% renewable electricity, staff has pursued low and no-cost procurement of solar electricity through a variety of mechanisms including rooftop solar, solar garden subscriptions, and utility scale program offerings like Renewable\*Connect. The Town is the second largest subscriber of solar power in the Lake County Community Solar Garden that experienced an inverter failure and ceased production during COVID. Simultaneously, the same developer that had completed the two Breckenridge Solar Garden projects entered bankruptcy. Residents and businesses in Lake County rallied to save the community solar garden with commitments to replace the inverter from the largest subscribers. The solar garden is under new ownership with Cloud City Conservation Center and received the necessary repairs to come back online in May 2025. Please see the attached thank you letter and project update from C4.

### 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 were comments submitted 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 two rounds of comments on the proceeding. Kaplan & Kirsch, our outside Counsel for the MEP intervening, has agreed to assist with this intervening pro bono.

On June 18, the CO PUC held a meeting to hear proposals on the joint petition. The Commission selected all five gas planning pilot communities and removed backup communities in their decision. Next steps are for Breckenridge to negotiate an agreement with Xcel and to outline a timeline for project planning. The executed agreement will be presented to the PUC no later than October 1, 2025 for approval to move forward.

## Mobility

### Open Space & Trails office – Fleet EV charger

A level-2 EV charger was installed at the new Open Space & Trails office to support their fleet EVs. The charger is not for public use and is intended for only charging current and future EV fleet vehicles:



# OOPS TAGS 2024

High Country Conservation Center (HC3) inspected recycling bins and left personalized tips in neighborhoods throughout Summit County from June through September. Number of bins tagged by HC3 increased 13% over 2023 numbers. Thanks to local ordinance adoption, more residents have access to recycling than ever before. Now in its 5th year, Oops Tagging continues to be a highly effective education and outreach strategy for waste reduction.



# 1,806

**BINS TAGGED**

HC3 tagged an additional 211 bins over 2023

# 41

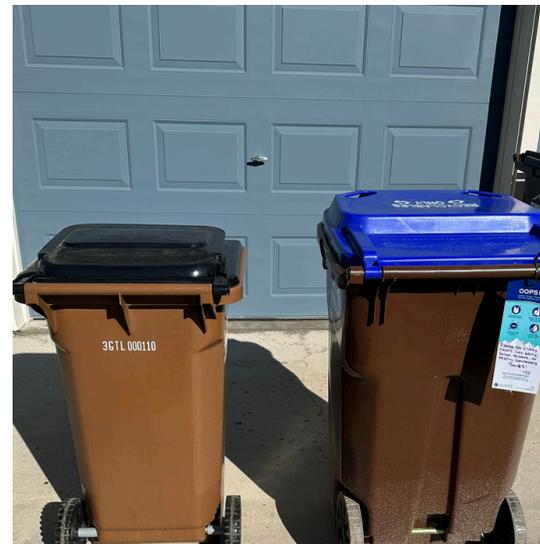
**NEIGHBORHOODS VISITED**

HC3 emphasized residential neighborhoods over Short Term Rentals.



## HIGHLIGHTS

Roughly 40% of households showed improvement between visits. Recycling bins in neighborhoods with a long history of being tagged are really clean, such as Wellington and Whispering Pines. This year's visit over visit data highlighted two neighborhoods with significant improvement. The Smith Ranch neighborhood in Silverthorne achieved a remarkable **64%** reduction in contamination, while the Golden Eagle neighborhood in Silverthorne achieved **37%** reduction in contamination.



# STUMP THE RECYCLING EXPERTS 2024

Throughout the summer, High Country Conservation Center conducts weekly, 2-hour, educational sessions at three recycling centers. These events emphasize the effectiveness of HC3's strategy of "meeting people where they are at" to reduce contamination through education and outreach.

**853**  
**PEOPLE REACHED**

Participation increased 34% compared to 2022.

**18**  
**EVENTS HELD**

HC3 held events across the three recycling centers in Breckenridge, Frisco, and Silverthorne from June through September. Staff tracks attendance to target future events to high traffic times.

## COMMON QUESTIONS

HC3 Staff helped answer common questions including:

- Why can't berry containers be recycled in the county?
- Why are recycling rules so confusing?
- Can signage be created for what is not allowed in recycling bins?

## MOST POPULAR EVENTS

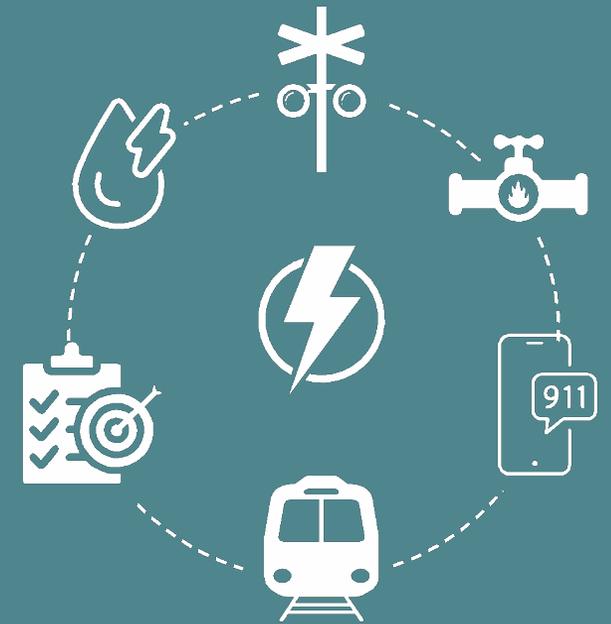
- Times: 1pm-3pm & 11am-1pm
- Days: Mon & Wed
- Location: Silverthorne, Breckenridge



# Colorado Public Utilities Commission (PUC)

Tuesday, May 27, 2025

PUC Information Session on  
Xcel Energy's  
Mountain Energy Project Proposal



**COLORADO**  
Public Utilities Commission

Department of  
Regulatory Agencies

# Today's Focus

- Colorado Public Utilities Commission (PUC)
  - About the PUC
  - PUC Role
- Xcel Energy Proposal
  - Case Overview
  - Timeline
  - Public Comment Opportunities
- Next Steps



# PUC Mission

The mission of the Colorado Public Utilities Commission is to serve the public interest by effectively regulating utilities and facilities so that the people of Colorado receive **safe, reliable, and reasonably-priced services consistent with the economic, environmental, and social values of our state.**



# Regulated Industries



Electricity



Natural Gas Service



Steam



Water



Transportation/Towing



Telecommunications/911



Rail and Transit



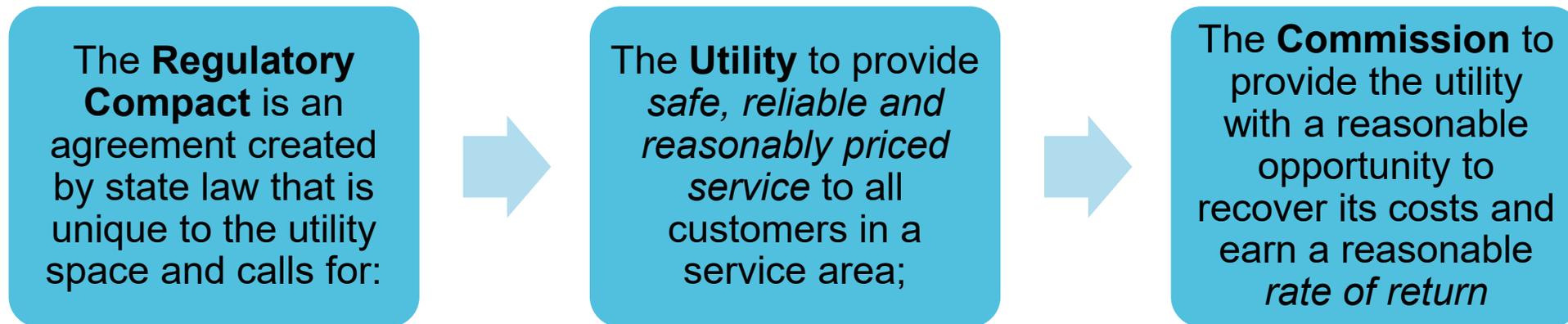
Gas Pipeline Safety

# What is the PUC?

- The **Colorado Public Utilities Commission**, referred to as the “**Commission**” or “**PUC,**” is an **independent administrative agency** within the Colorado Department of Regulatory Agencies (referred to as “DORA”)
- The PUC has broad constitutional and legislative authority to “**regulate public utilities in Colorado**” Colo. Const., Article XXV, and Title 40, C.R.S.

# Why does the PUC exist? Regulated Monopoly Doctrine

- Investor-owned Utilities are “special” under the law. In competitive industries, customers have many purchasing options, but utilities, which are very capital-intensive industries, are “**natural monopolies.**” Because of “natural monopoly” status, utilities must receive **special oversight** to ensure fair prices and reliable service; this is called the “**regulatory compact**”



# Structure of the PUC

## COMMISSIONERS

- The PUC has 3 Commissioners that are appointed by the Governor and confirmed by a majority vote of State Senate
- The Commissioners deliberate and issue the ultimate rulings in the PUC's judicial and legislative proceedings
- Commissioners (as the decisionmakers) cannot discuss ongoing proceedings due to *ex parte* laws

## DIRECTOR\*

- The Director manages the operations of the agency, carries out and implements policies, procedures, and decisions made by the PUC. §40-2-103, C.R.S.
- The Director has power to issue all necessary process, writs, warrants and notices.

*\*Views and information provided today are those of the Director of the PUC and not necessarily the Commissioners*

# Case Structure of the PUC

*Two “arms” of the PUC engage in a case*

## Advisors

*Commission advisors (expert engineers, financial analysts, and economists) help prepare the Commissioners behind the scenes to manage their cases and reach their decisions.*

## Trial Staff

*Trial Staff represents the “public interest;” serves as a full party in the proceeding and prepares their own set of testimony and positions based on the expert engineers, accountants, and economists on staff.*

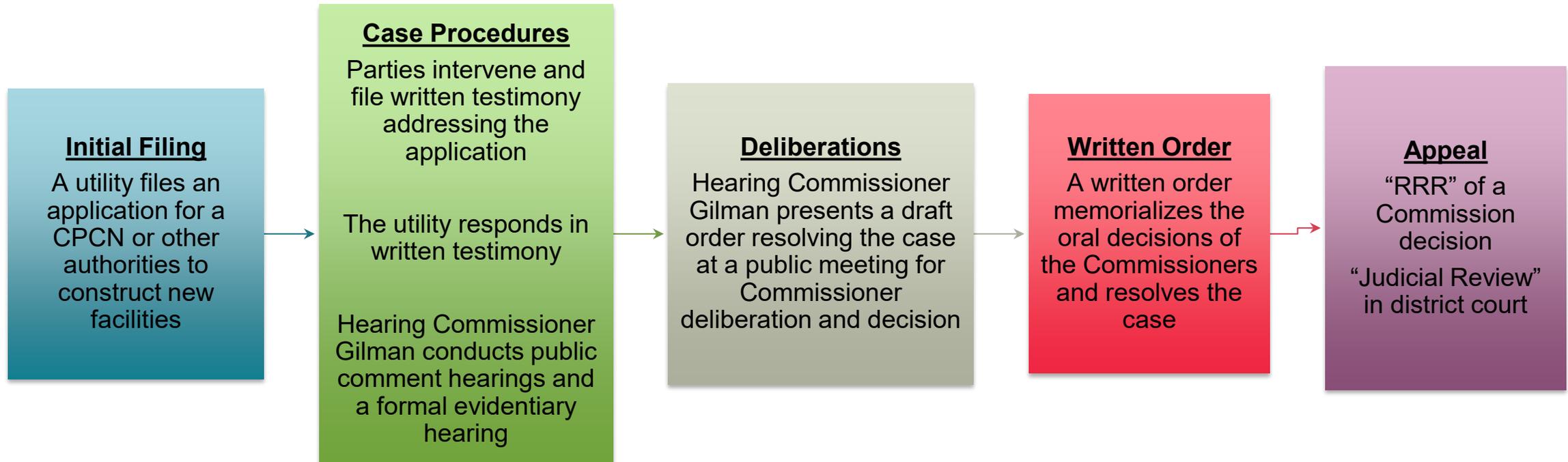
# The Role of the PUC in Xcel Energy's Mtn Energy Project

- When a utility seeks to construct large and expensive new facilities, it must come before the PUC for authority to begin construction, through an **Application**.
- The PUC reviews the utility's request for a Certificate of Public Convenience and Necessity ("CPCN") and other requested approvals prior to construction.
- The process begins with the utility's filing, which includes testimony to support its requests.

# The Role of the PUC in Xcel Energy's Mtn Energy Project

- This case is an “**adjudication**” meaning that the PUC acts like a judge when deciding whether to grant the CPCN or other approvals.
  - Commissioner Megan Gilman has been designated hearing Commissioner for this proceeding.
- Commissioner Gilman, using evidence provided by Xcel Energy, intervenors, and stakeholders, **weighs the utility's proposal and the overall record**, and will draft a decision for the full Commission to consider and adopt at the end of the case.

# Xcel Energy Mountain Energy Project Case Process Overview



The PUC has 250 days to “litigate” an application filing. Each proceeding is assigned a detailed procedural schedule that sets forth each stage of the process, including public comment.

*On Jan. 16, 2025 , Xcel Energy filed the Mountain Energy Project application with the PUC(Proceeding No. 25A-0044EG)  
Timeline and Process are on next slides*

# Xcel Energy Mountain Energy Project Background:

## **Initial Filing**

A utility files an application for a CPCN or other authorities to construct new facilities

- Xcel Energy asks the PUC to “approve and authorize the Company to pursue the Mountain Energy Project.”
- The project is a proposed long-term solution to address utility gas service in Grand Lake, Granby, Winter Park, Dillon, Frisco, Copper Mountain, Breckenridge, and Leadville.
- Project impacts approximately 33,500 Xcel Energy gas customers.
- Project involves: new gas utility facilities, such as compressed natural gas (“CNG”) and liquified natural gas (“LNG”); customer energy efficiency improvements; and alternative electric service and facilities.
- The central purpose of the project is to avoid the construction of traditional gas utility facilities.

# Xcel Energy Mountain Energy Project Procedural Schedule & Timeline

By Decision No. R25-0297-I, the PUC established the following schedule:

Application Filed	Jan. 16, 202
Supplemental Direct Testimony	May 25, 2025
Public Comment Hearings: In person: June 25 in Summit County and Virtual: Aug. 4	Ongoing
Answer Testimony	June 5, 2025
Rebuttal & Cross-Answer	July 3, 2025
Stipulations / Settlement Agreements	July 23, 2025
Evidentiary Hearing	Aug. 12-14, 2025
Statements of Position	Sept. 12, 2025
Commission Decision	November 2025

## Case Procedures

PUC develops a record of the case.

*PUC receives written testimony;*

*PUC receives oral and written public comment; and*

*PUC conducts a formal hearing, including cross-examination and commissioner questioning of party witnesses*

# Xcel Energy Mountain Energy Project Deliberations and Written Order

## Deliberations

Hearing Commissioner Gilman presents a draft order resolving the case at a public meeting for Commissioner deliberation and decision

## Written Order

A written order memorializes the oral decisions of the Commissioners

## Appeal

“RRR”

“Judicial Review” in district court

## Deliberations:

- Hearing Commissioner Gilman will draft a written decision reflecting how she thinks the Commission should address Xcel Energy’s request to approve the Mountain Energy Project
- PUC Commissioners will consider Hearing Commissioner Gilman’s draft decision in oral discussions to resolve the case.
- These public deliberation meetings will be part of the Commissioners’ Weekly Meetings (CWMs) held on Wednesday mornings or scheduled as special deliberations meetings (CDMs) with agendas on the PUC’s calendar and website.

## Written Decision:

- The PUC will render a final written decision in **November 2025**.

## Appeal:

- The utility or other parties can appeal the PUC’s decision internally (“RRR”), or to district court.

# Xcel Energy Mountain Energy Project Case Participants

## Intervenors

- Participants with a specific interest in the case that can demonstrate the proceeding will affect their interests can request intervention as a party
- Can provide written evidence, can also challenge or support the utility's evidence presented.

## Public Commenters

- Part of administrative record
- Valuable information from the public to help the Commissioners evaluate the overall record and can influence what formal parties address issues in testimony
- Comments provide a means for interested persons to encourage the PUC in the exercise of discretion.

# Xcel Energy Mountain Energy Project Case Participants

## Intervenors

### **Government Agencies:**

Trial Staff of the PUC; The Colorado Energy Office,  
The Colorado Office of the Utility Consumer Advocate (UCA)

### **Local Governments:**

Mountain Community Coalition

### **Large Customers:**

Colorado Energy Consumers

### **Non-profits, Others:**

Sierra Club, Southwest Energy Efficiency Project

## Public Commenters

### **Members of the public that file written comments or speak at several upcoming opportunities**

- Written public comments are welcome during the entire proceeding, but comments to be considered during the Commission's oral deliberations should be submitted by late October 2025
- Written and oral public comments are weighed the same

# Xcel Energy Mountain Energy Project Public Comment Hearings

## In-Person Public Comment Hearing:

- Summit County: 5:30 - 7 PM, June 25

## Remote/Virtual Public Comment Hearing (Zoom):

- Aug. 4, 11 AM - Noon and 6 - 7 PM
  - Register online at PUC website [puc.colorado.gov](http://puc.colorado.gov)

# Following the Case

Colorado.gov



**COLORADO**  
Department of  
Regulatory Agencies  
Public Utilities Commission



## E-Filings

### Choose

- Sign In
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- Search Text (Decisions only)
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### Search Electronic Filings

Use this page to begin a new search. Hint: use \* in text fields for wildcard characters.

Search for:	Proceeding Number:	Title:	Industry:
Documents <input type="text"/>	<input type="text"/>	<input type="text"/>	Choose One <input type="text"/>
Document Type	Choose One <input type="text"/>		
Filed After:	<input type="text"/>	Filed Before:	<input type="text"/>
		<input type="button" value="New"/>	<input type="button" value="Save"/>
<input type="button" value="Search"/>			

**25A-0044EG**

# Xcel Energy Mountain Energy Project Public Comment Opportunities

## More Opportunities for Comment:

Individuals can also submit written or verbal public comments. Public comments should reference Proceeding Number 25A-0044EG and can be provided by:

- Submitting written comments through the Commission's [Electronic Filing System \(E-Filings\)](#)
- Submitting written comments using the Commission's [online form](#).
- Submitting through email at [dora\\_puc\\_website@state.co.us](mailto:dora_puc_website@state.co.us).
- Mailing comments to the Commission's offices at: Colorado Public Utilities Commission, 1560 Broadway, Suite 250, Denver, CO 80202.
- Calling (303) 869-3490 to leave oral comments (English and Spanish options).

# PUC Commitment to Improving Public Access & Participation

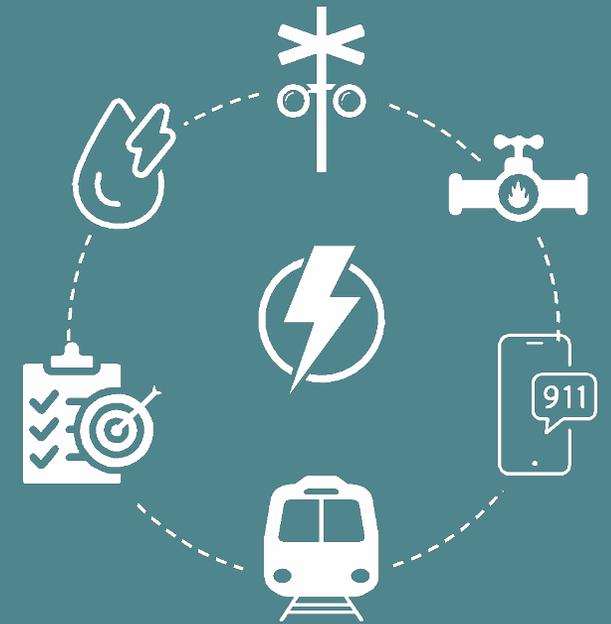
## PUC expanding access, information, encouraging participation by:

- Incorporating accessibility, plain language, education, Spanish translation
- Promoting Public Comment opportunities in rulemakings & proceedings
- Updating PUC Website and developing new materials (including videos) to explain what the PUC's regulates and how to file complaints
- Providing interpretation services

# QUESTIONS?

# Colorado Public Utilities Commission

Visit our website:  
**PUC.COLORADO.GOV**





## Colorado Public Utilities Commission's Public Comment Hearings on Xcel Energy's Mountain Energy Project Proposal

The Colorado Public Utilities Commission (PUC) invites community members to provide comments regarding Xcel Energy's Mountain Energy Project Proposal, Proceeding 25A-0044EG. Xcel Energy filed for PUC approval of its 2025 application on Jan. 16, 2025. The project is a proposed long-term solution to address utility gas service in Grand Lake, Granby, Winter Park, Dillon, Frisco, Copper Mountain, Breckenridge, Leadville and other surrounding communities—impacting approximately 33,500 Xcel Energy gas customers.

The project involves new gas utility facilities, such as compressed natural gas (“CNG”) and liquified natural gas (“LNG”); customer energy efficiency improvements; and alternative electric service and facilities. The central purpose of the project is to avoid the construction of traditional gas utility facilities. The Company estimates the project cost to be \$155 million.

More information on the Mountain Energy Project is available on the [PUC website, puc.colorado.gov](https://puc.colorado.gov). The Commission is expected to reach a final decision in November 2025.

### Public Comment Hearings:

- **In Person: Wednesday, June 25, 5:30 - 7 PM**, Summit County Community and Senior Center, 0083 Nancy's Place, Frisco
- **Virtual: Monday, Aug. 4, 11 AM to Noon and 6 - 7 PM**: Register here for the [morning session](#) and register for the [afternoon session](#) or at the PUC Calendar, [puc.colorado.gov/puccalendar](https://puc.colorado.gov/puccalendar)
- **Services**: Spanish interpretation services and a children's activity table will be provided. Additional language interpretation is available by contacting Megan Castle, at [megan.castle@state.co.us](mailto:megan.castle@state.co.us) two weeks in advance.

### Other ways to submit public comment:

The PUC encourages public comments to be submitted anytime via online, mail, or phone at <https://puc.colorado.gov/participate>. Public comments should reference Proceeding No. 25A-0044EG and are encouraged to be received by early July 2025. To provide written public comment on the Xcel Energy Mountain Energy Project Proposal, use the QR code:



## Audiencias de comentarios públicos de la Comisión de Servicios Públicos de Colorado sobre la propuesta del proyecto Mountain Energy de Xcel Energy

La Comisión de Servicios Públicos de Colorado (PUC, por sus siglas en inglés) invita a los miembros de la comunidad a presentar sus comentarios sobre la propuesta del Proyecto Mountain Energy de Xcel Energy, Procedimiento 25A-0044EG. Xcel Energy solicitó la aprobación de su propuesta para 2025 a la PUC el 16 de enero de 2025. El proyecto constituye una solución a largo plazo para satisfacer el servicio de gas natural en Grand Lake, Granby, Winter Park, Dillon, Frisco, Copper Mountain, Breckenridge, Leadville y otras comunidades adyacentes, lo que tendrá un impacto en aproximadamente 33,500 clientes de gas natural de Xcel Energy.

El proyecto incluye nuevas instalaciones de gas natural, tales como gas natural comprimido (“CNG”, por sus siglas en inglés) y gas natural licuado (“LNG”, por sus siglas en inglés); mejoras en la eficiencia energética de los clientes; y servicios e instalaciones eléctricas alternativas. El objetivo principal del proyecto es evitar la construcción de instalaciones de gas tradicionales. La compañía estima que el costo del proyecto será de \$155 millones.

Para obtener más información sobre el Proyecto Mountain Energy, visite el [sitio web de la PUC, puc.colorado.gov](https://puc.colorado.gov). Se prevé que la Comisión tome una decisión final en noviembre de 2025.

### Audiencias de comentarios públicos:

- **En persona:** Miércoles 25 de junio, 5:30 - 7:00 p. m., Centro comunitario y de atención para personas mayores del condado de Summit, 0083 Nancy’s Place, Frisco
- **Virtual:** Lunes 4 de agosto, [11 a.m. - 12 p.m.](https://puc.colorado.gov/puccalendar) o [5:30- 7:00 p.m.](https://puc.colorado.gov/puccalendar): Regístrese en el sitio web [puc.colorado.gov/puccalendar](https://puc.colorado.gov/puccalendar)
- **Servicios:** Se ofrecerán servicios de interpretación al español y habrá una mesa de actividades para niños. Para obtener más información sobre la interpretación en otros idiomas, comuníquese con Megan Castle, al correo electrónico [megan.castle@state.co.us](mailto:megan.castle@state.co.us) con dos semanas de anticipación.

### Otras formas de enviar comentarios públicos:

La PUC invita a que los comentarios públicos se envíen en cualquier momento a través del correo, teléfono o en línea al <https://puc.colorado.gov/participate>. Los comentarios públicos deben hacer referencia al Procedimiento 25A-0044EG y se recomienda que se reciban a más tardar a principios de julio de 2025. Para enviar comentarios públicos por escrito sobre la propuesta del Proyecto Mountain Energy de Xcel Energy, utilice el código QR:





To: Town of Breckenridge  
From: Cloud City Conservation Center - Cloud City Solar  
Re: Lake County Solar Garden

Dear Town of Breckenridge,

Cloud City Conservation Center would like to express our profound appreciation for your support in the repair of the Lake County Solar Garden. This project would not have been possible without your financial support, along with the support of fellow subscribers Parkville Water District and the Lake County Board of County Commissioners as well as grant support from the Denver Foundation's Renewable Energy Trust.

The failed inverter has been replaced with 5 Solis 100 kW inverters and the system is fully operational as of April 15, 2025. On bill credits should commence for subscribers, including yourselves, in June. C4 is committed to fiscal responsibility of this project, it is our intention to rebuild the project's O&M Reserves to ensure proper maintenance and decommissioning of the project.

Leadville Solar and all of their subcontractors did a tremendous job getting this project completed on schedule and on budget. C4 is appreciative of this strong local resource and proud to have been able to partner with numerous local businesses for this project.

May 2025 was the first full month of production data, producing 108,357 kWh, the equivalent of 120 households' monthly electric usage. While there can be variation due to weather, this exceeds our estimate at the beginning of this project of 106,317 kWh for May. At this rate we estimate that Breckenridge should make back your contribution to the repairs via on-bill credits in approximately 2 years. The project is intended to remain online until at least 2039.

C4 appreciates the Town of Breckenridge's contribution of \$62,000 towards repairing the Lake County Community Solar Garden, safeguarding your investment in renewable energy. We could not have done it without this contribution.

Best Regards,

A handwritten signature in black ink, appearing to read "Emily Olsen".

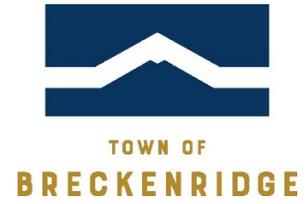
Emily Olsen  
Executive Director

A handwritten signature in black ink, appearing to read "Richie Moutoux".

Richie Moutoux  
Energy Program Director

A handwritten signature in black ink, appearing to read "Tony Barlage".

Tony Barlage  
Board President



# Memo

**To:** Breckenridge Town Council Members  
**From:** Duke Barlow, Open Space & Trails Manager  
**Date:** 6/18/2025 (for 6/24/2025 work session)  
**Subject:** Open Space Update

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Enclosed please find a draft of the June 16, 2025, BOSAC Meeting Minutes. Staff will be available on Tuesday to answer questions.

\*Please note that this meeting summary was partially generated using AI transcription technology and has been reviewed by the designated minute taker for accuracy and completeness. \*

**I) CALL TO ORDER**

Nikki LaRochelle called the June 16, 2025 regular meeting of BOSAC to order at 5:32 pm. Other members of BOSAC present were Chris Tennal, Bobbie Zanca, Krysten Joyce, Matt Powers, and Town Council liaison Jay Beckerman. David Rossi attended virtually. Staff members present were Mark Truckey, Chris Kulick, Alex Stach, Tony Overlock, and Duke Barlow. Katherine King, Summit County Open Space Director, was also present. Sam Spicer & Craig Karn from THK Associates were present with Laura Hickey and Melissa Bade from CDR Associates attending virtually. Members of the public who were present: Sarah Watson, virtual attendees: Kelly Ahern and Greg Ruckman.

**II) APPROVAL OF MINUTES**

**A) BOSAC REGULAR MEETING – April 28<sup>th</sup>, 2025**

The minutes were approved as presented.

**III) PUBLIC COMMENTS**

N/A

**IV) STAFF SUMMARY**

**A. Field Season Update**

**B. FOBT Update**

**C. Forest Health Update**

**D. Laurium Trailhead Update**

Mr. Barlow provided an update on the Laurium Parking Lot, stating that the parking lot relocation & realignment of the road will begin in August and should take 3 to 4 weeks. Ms. Zanca asked that staff leverage Summit Daily as an additional resource to share updates/outreach regarding changes to the Laurium Trailhead.

**E. Wildfire Ready Watersheds**

Ms. Joyce asked about the funding source for Wildfire Ready Watersheds. Mr. Barlow replied that this round of funding came from the Town's Public Works Department. Mr. Truckey gave some examples of previous funding sources and how Open Space has been involved historically. Ms. Zanca was curious to know about the outreach process for

Wildfire Ready Watershed, to which Mr. Barlow replied that all Summit County post office box holders were supposed to have received an informational postcard.

**F. BTO**

**G. 2025 Quandary Shuttle and Parking Reservation System Update**

**H. Little Daisy Update**

**I. Pedal Together**

**J. Xcel Restoration Update**

Mr. Barlow stated that restoration work on the B&B Xcel Site should begin in early July and should take between 3 to 4 weeks to complete. No trail closures are anticipated.

**K. Copper Canyon Survey**

**L. RAMI**

Ms. Zanca was curious to know which trails/trailheads we manage that are involved in the RAMI process. Mr. Barlow provided some context on which trailheads are a part of the process and why they were included.

**M. Spruce Creek Road Closure**

Ms. LaRochelle had a question about the specific location of the construction on Spruce Creek Road and how Spruce Creek Trailhead access is impacted. Mr. Barlow explained how to access the Spruce Creek Trailhead via the detour.

**N. CHCDNM Update**

**V) OPEN SPACE DISCUSSION**

**McCain Open Space Design and Management Plan (22:20)**

Mr. Barlow introduced the McCain Open Space Design and Management Plan project team, led by Craig Kern and Sam Spicer from THK Associates, and joined by their colleagues Laura Hickey and Melissa Bade from CDR Associates.

THK began the meeting with a conversation focused on conservation and development plans for the McCain Parcel in Breckenridge, Colorado. Mr. Kern discussed the importance of addressing conservation in its broader sense, including recreation, stewardship, and cultural values. Both Mr. Spicer and Mr. Kern emphasized the opportunity to make open spaces accessible to people of all abilities and life stages. The group reviewed historical images of the site and explored opportunities for interpretation and signage. THK highlighted the

significance of preserving open vistas/viewsheds and enhancing the landscape through native plants and water management techniques. There was also discussion around trail development and the need to balance access with environmental sensitivity.

Ms. Hickey and Ms. Bade presented their engagement approach for the McCain Open Space parcel, outlining phases of public input and feedback. They emphasized targeted engagement with neighboring residents and Spanish-speaking communities while also planning broader community outreach through surveys, an ArcGIS Story Map, and via the Town's communication channels. Ms. Zanca raised concerns about the lack of general public outreach in the initial plan, prompting Ms. Hickey and Ms. Bade to add to their stakeholder list and clarify their strategy of using existing resources like the Open Space & Trails Master Plan to avoid redundancy and respect community time.

Next, the presenters and BOSAC began to discuss specific programming for a new open space, emphasizing the importance of balancing community input with thoughtful design to create a lasting landmark. THK emphasized their focus on accessibility for all community members, including those with mobility disabilities, while maintaining the site's natural beauty and educational value. The environmental branch of the project team, ERO, has coordinated with Ecological Resource Consultants (ERC), who previously restored the river corridor, and will provide a comprehensive site assessment package in the coming weeks. Mr. Spicer also discussed the need to educate the public about the site's history and the importance of good stewardship to prevent issues like social trails and environmental damage. Ms. Joyce mentioned that there have been conversations about focusing on incorporating historical context and indigenous perspectives at this particular parcel. BOSAC and the project team briefly explored the possibility of renaming the site to better reflect its history, with BESAC and Breck History working on identifying native populations that may have used the area. Mr. Spicer also proposed the potential need for interpretive signage, including bilingual options, to educate visitors about the site's history and significance.

The group discussed the concept of management zones (frontcountry, midcountry, and backcountry) and how a frontcountry trail system would be most appropriate in the new open space, noting high demand for walking and biking, and aiming to balance accessibility for all with environmental stewardship, including restoring wildlife habitats. This would include creating a management plan that considers both human and wildlife needs, connecting to existing trails, and designing the space as a vital community asset. Additionally, conversations were had on improving community engagement for trail planning and emphasizing winter conditions in design.

#### **Open House Review (1:26:55)**

BOSAC and OST staff reviewed the success of the recent Open House, while also identifying areas for improvement, like broader outreach, more strategic social media use, and exploring incentives like raffles or smaller group discussions to boost participation.

#### **Signage Workplan Samples and Pilot Program (1:42:15)**

Mr. Overlock introduced the upcoming “Signage Pilot Program,” which will be implemented on the trails and trailheads within Illinois Gulch. The group briefly reviewed the new Sign Location Map document and then viewed samples of different sign materials. After some discussion, BOSAC agreed with OST staff regarding sign material and decided to proceed with the die-bond option for its durability and cost-effectiveness.

**Future BOSAC Field Trip (2:02:25)**

BOSAC and staff discussed plans for a future field trip to learn from other open space & trail programs, potentially visiting locations like Jefferson County or Boulder County, which face many of the challenges the Breckenridge Open Space & Trails program has begun to take on. Mr. Tennial proposed the idea of visiting the new Clear Creek Canyon Rec. Path.

**VI) COUNCIL MATTERS RELATED TO OPEN SPACE TOPICS**

N/A

**VII) OTHER MATTERS RELATED TO OPEN SPACE TOPICS**

Mr. Ruckman proposed that BOSAC & OST staff consider adding enforcement of Cucumber Gulch Preserve ordinances to the agenda for the July, 2025, BOSAC meeting.

**VIII) ADJOURNMENT**

A motion to adjourn the BOSAC meeting was made by Ms. LaRochelle, and Ms. Zanca seconded it. The June 16<sup>th</sup>, 2025, regular meeting of BOSAC ended at 7:31 PM.

The next regular meeting of BOSAC is scheduled for July 21<sup>st</sup>, 2025.

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Nikki LaRochelle, Chair



# Memo

**To:** Breckenridge Town Council Members  
**From:** Mae Watson, Town Clerk  
**Date:** 6/16/2025  
**Subject:** Committee Reports

The following committee reports have been submitted and included:

- Liquor and Marijuana Licensing Authority

<b>Committees*</b>	<b>Representative</b>	<b>Report Status</b>
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
Police Advisory Committee	Staff	No Meeting/Report
Recreation Advisory Committee	Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	INCLUDED
Breckenridge Social Equity Advisory Commission	Flor Cruz	No Meeting/Report
Communications	Staff	No Meeting/Report

**\*Note:** Reports provided by the Mayor and Council Members are listed in the Council agenda.

- 1) Call to Order, Roll Call  
Authority Member Dineen called the regular meeting of Tuesday, May 20, 2025, to order at 9:00 am. The following members answered roll call: Austyn Dineen, Kelly Lovely and alternate member Turk Montepare. Authority members Ashley Zimmerman, Garren Riechel and Chair Ace Conway were absent.
- 2) Approval of Minutes  
With no changes or corrections to the meeting minutes of April 15, 2025, Authority Member Dineen declared they would stand as approved.
- 3) Approval of Agenda  
With no changes to the agenda, Authority Member Dineen declared the agenda approved as submitted.
- 4) Consent Calendar
  - a) Liquor Consent Calendar  
  
The Liquor Consent Calendar was approved as submitted.
  - b) Marijuana Consent Calendar - None
  - c) Tobacco Consent Calendar - None
- 5) Public Hearing; Action Items
  - a) New License Application  
  
*Pho Real Foods Limited d/b/a The Shifty Lifty  
301 N Main St  
Hotel & Restaurant License*  
  
Chad Washenfelder and David Washenfelder, owners and managers, spoke on behalf of the application. Chad stated he has lived here since 2015 and is an owner of four (4) restaurants in Breckenridge. He stated they currently have a beer and wine liquor license at that location, doing business as Pho Real. They are moving the Pho Real restaurant to the Ski Town Chicken Joint location and creating a new business at this location, The Shifty Lifty, and would like a full hotel and restaurant liquor license, as opposed to a beer and wine license that currently exists at this location. Chad stated they will have a bar, and food will be deli-style. The Authority asked a few questions regarding timing and safe alcohol service training for employees. Chad stated they are aiming for a mid-June opening and they will retain their current employees which are TIPS (safe alcohol service) certified and will continue to train any new employees.  
  
Alternate Authority Member Montepare made a motion to approve the Hotel & Restaurant license application. A roll call vote was taken, and the motion passed 3-0.
- 6) Transfer of Ownership Applications
  - a) *Dos Hermanos d/b/a Fiesta Jalisco  
224 S Main St  
Transfer of Ownership of a Hotel & Restaurant License from Fiesta Jalisco  
Numero Dos LLC d/b/a/ Fiesta Jalisco*  
  
Juan Carlos Diaz, owner of the current restaurant and general manager of all eleven (11) Fiesta Jalisco locations in Colorado and Hector Diaz, onsite manager, appeared on behalf of the application. This transfer is shifting ownership over to Hector and his wife Rosalea, who have been the onsite managers of the restaurant for twenty-three (23) years. Juan Carlos stated there will be no changes in the

operation of the restaurant. Alternate Authority Member Montepare asked about safe alcohol service training. Juan Carlos stated the current employees are TIPS trained, and any new employees will be, too.

Authority Member Lovely made a motion to approve the transfer of ownership of the hotel & restaurant license application. A roll call vote was taken, and the motion passed 3-0.

- 7) Informal Discussion
  - a) Police Department Update  
Detective Johnson stated they have no police update.
  - b) Town Attorney Update  
Attorney Ambrose informed the Authority that the flavored nicotine ban was passed by Town Council last Tuesday and will go into effect January 1, 2026.
  - c) Town Clerk Update  
Ms. Olson introduced the Authority to the new Town Clerk, Mae Watson.
  - d) Public Comment  
There was no public comment
- 8) Adjournment  
With no further business to discuss, Authority Member Dineen adjourned the meeting at 9:16 am.

The next regular meeting will be held on June 17, 2025. Submitted by Tara Olson, CMC, Deputy Town Clerk.

ATTEST:

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Mae Watson, Town Clerk

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Austyn Dineen, Authority Member



TOWN OF  
**BRECKENRIDGE**

Department of Finance

May 31st, 2025

# Executive Summary

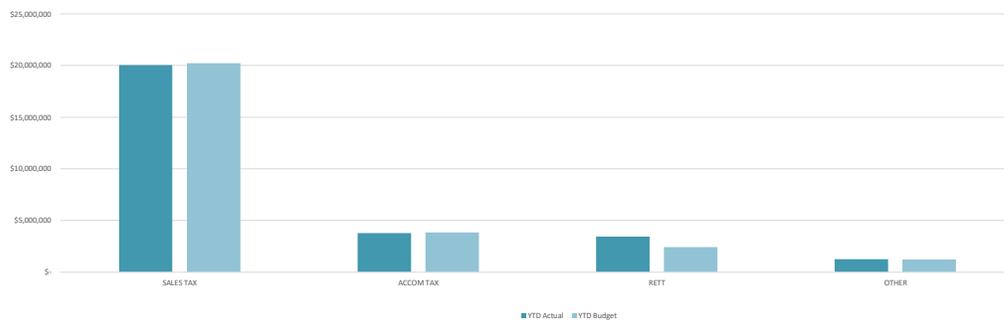
May 31, 2025

This report covers the first five months of 2025. May is largely reflective of April tax collections

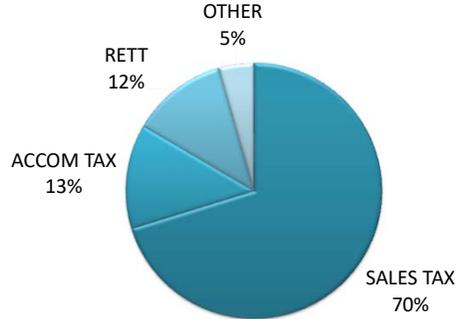
Overall, we are approximately \$.7M above 2025 budgeted revenues in the Excise fund and \$.6M behind prior year. Sales tax is currently \$.1M behind YTD budget, and behind \$.5M in comparison with prior year. Accommodations tax is flat in comparison with YTD budget and behind \$.2M in comparison with prior year. Real Estate Transfer Tax is ahead \$1M in comparison with YTD budget and ahead \$.2M 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	\$ 20,031,246	\$ 20,224,649	99%	\$ 35,700,000	\$ 20,608,421	\$ 39,635,660
ACCOMMODATIONS TAX	3,769,969	3,860,431	98%	5,500,000	4,009,740	6,119,752
REAL ESTATE TRANSFER	3,450,921	2,436,950	142%	6,000,000	3,181,145	7,420,538
OTHER*	1,267,984	1,224,923	104%	2,812,053	1,356,471	3,427,083
<b>TOTAL</b>	<b>\$ 28,520,120</b>	<b>\$ 27,746,953</b>	<b>103%</b>	<b>\$ 50,012,053</b>	<b>\$ 29,155,777</b>	<b>\$ 56,603,033</b>

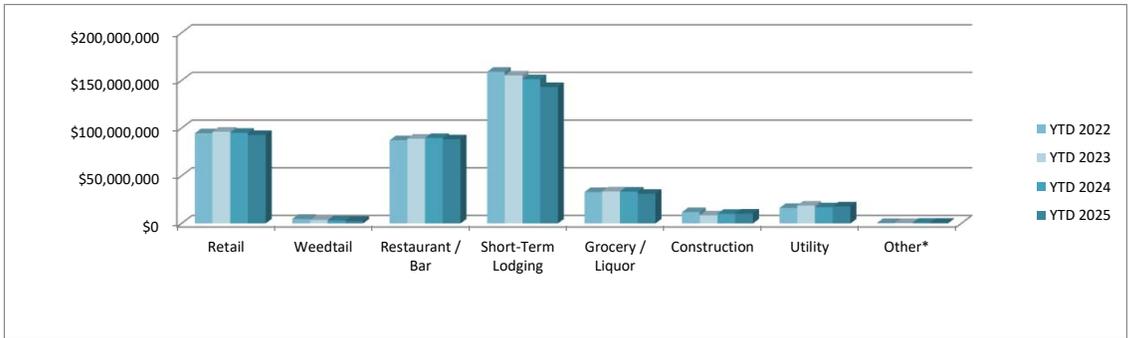
\* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

**The Tax Basics: April 2025**

**Net Taxable Sales by Industry-YTD**

Description	YTD 2022	YTD 2023	YTD 2024	2024		2024/2025		2025
				% of Total	YTD 2025	\$ Change	% Change	% of Total
Retail	\$94,614,520	\$96,277,525	\$95,000,113	23.75%	\$92,906,826	(\$2,093,286)	-2.20%	24.00%
Weedtail	\$4,724,720	\$3,755,785	\$3,047,012	0.76%	\$2,676,066	(\$370,945)	-12.17%	0.69%
Restaurant / Bar	\$87,261,965	\$89,005,752	\$89,617,137	22.41%	\$88,322,983	(\$1,294,154)	-1.44%	22.81%
Short-Term Lodging	\$159,053,612	\$155,324,428	\$151,310,654	37.83%	\$143,130,817	(\$8,179,836)	-5.41%	36.97%
Grocery / Liquor	\$32,942,426	\$33,587,434	\$33,345,439	8.34%	\$31,133,522	(\$2,211,917)	-6.63%	8.04%
Construction	\$11,852,873	\$8,594,028	\$10,085,633	2.52%	\$10,406,524	\$320,891	3.18%	2.69%
Utility	\$16,234,864	\$18,820,840	\$16,889,392	4.22%	\$17,893,708	\$1,004,317	5.95%	4.62%
Other*	\$481,128	\$500,560	\$685,871	0.17%	\$679,152	(\$6,719)	-0.98%	0.18%
<b>Total</b>	<b>\$407,166,108</b>	<b>\$405,866,351</b>	<b>\$399,981,250</b>	<b>100.00%</b>	<b>\$387,149,600</b>	<b>(\$12,831,650)</b>	<b>-3.21%</b>	<b>100.00%</b>

\* Other includes activities in Automobiles and Undefined Sales.



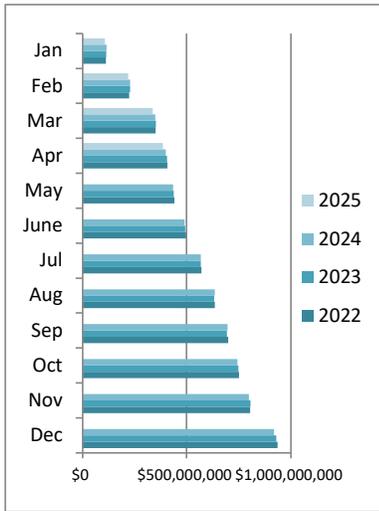
**New Items of Note:**

- April YTD net taxable sales are currently behind April YTD 2024 by 3.21%.
- For April YTD 2025, there were increases in Construction (3.18%) and in Utility (5.95%) and we saw a decline in Retail (2.20%), Weedtail (12.17%), Restaurant/Bar (1.44%), Short-Term Lodging (5.41%), Grocery/Liquor (6.63%), compared to April 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 20<sup>th</sup> 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.

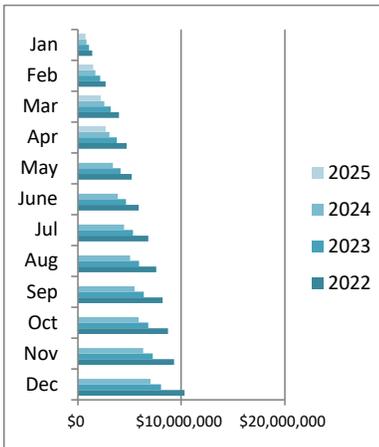
## Net Taxable Sales by Sector-Town of Breckenridge Tax Base



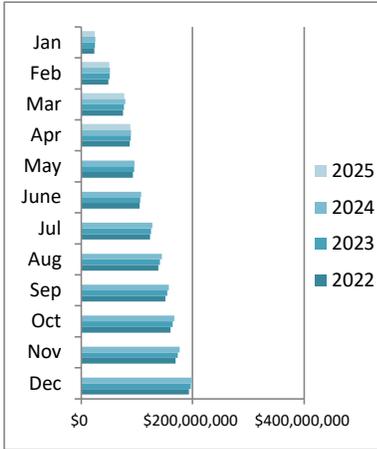
Total Net Taxable Sales					
	2022	2023	2024	2025	% change
					2025 from PY
Jan	\$113,601,435	\$115,064,646	\$115,300,290	\$108,952,121	-5.51%
Feb	\$111,333,474	\$114,269,804	\$113,213,723	\$111,422,814	-1.58%
Mar	\$125,723,951	\$122,856,552	\$121,716,118	\$117,544,437	-3.43%
Apr	\$56,507,248	\$53,675,349	\$49,751,120	\$49,230,228	-1.05%
May	\$34,480,913	\$32,489,903	\$35,833,989	\$0	n/a
Jun	\$56,189,930	\$54,865,576	\$55,388,348	\$0	n/a
Jul	\$73,256,919	\$75,030,118	\$76,675,250	\$0	n/a
Aug	\$64,943,305	\$63,636,548	\$68,067,074	\$0	n/a
Sep	\$63,905,694	\$62,370,222	\$60,398,655	\$0	n/a
Oct	\$51,429,452	\$55,284,366	\$48,106,741	\$0	n/a
Nov	\$53,838,767	\$57,516,226	\$54,387,106	\$0	n/a
Dec	\$131,832,398	\$123,869,353	\$121,035,212	\$0	n/a
<b>YTD</b>	<b>\$407,166,108</b>	<b>\$405,866,351</b>	<b>\$399,981,250</b>	<b>\$387,149,600</b>	<b>-3.21%</b>
<b>Total</b>	<b>\$937,043,487</b>	<b>\$930,928,662</b>	<b>\$919,873,625</b>	<b>\$387,149,600</b>	<b>-57.91%</b>



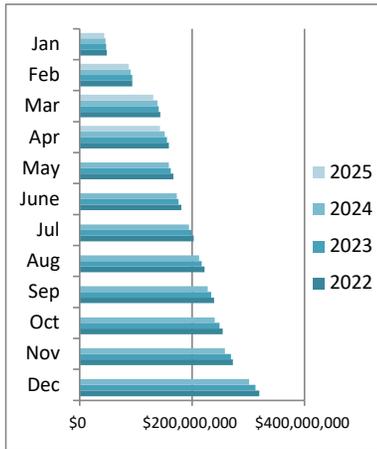
Retail					
	2022	2023	2024	2025	% change
Jan	\$24,256,753	\$25,134,750	\$26,398,802	\$25,520,174	-3.33%
Feb	\$24,760,846	\$25,030,585	\$24,751,950	\$24,278,393	-1.91%
Mar	\$31,218,093	\$31,759,438	\$29,861,812	\$29,444,933	-1.40%
Apr	\$14,378,828	\$14,352,752	\$13,987,549	\$13,663,326	-2.32%
May	\$9,122,858	\$9,263,728	\$10,472,929	\$0	n/a
Jun	\$16,235,593	\$16,184,088	\$15,609,526	\$0	n/a
Jul	\$18,204,570	\$17,782,224	\$20,292,684	\$0	n/a
Aug	\$15,820,254	\$15,068,394	\$17,176,472	\$0	n/a
Sep	\$19,891,414	\$18,157,420	\$17,658,857	\$0	n/a
Oct	\$15,019,671	\$12,991,968	\$13,330,479	\$0	n/a
Nov	\$15,583,167	\$15,038,024	\$15,078,124	\$0	n/a
Dec	\$34,075,173	\$34,348,982	\$33,168,965	\$0	n/a
<b>YTD</b>	<b>\$94,614,520</b>	<b>\$96,277,525</b>	<b>\$95,000,113</b>	<b>\$92,906,826</b>	<b>-2.20%</b>
<b>Total</b>	<b>\$238,567,220</b>	<b>\$235,112,355</b>	<b>\$237,788,150</b>	<b>\$92,906,826</b>	<b>-60.93%</b>



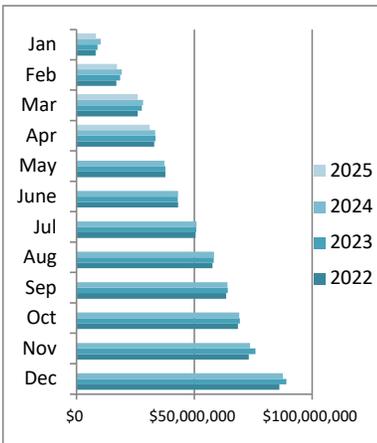
Weedtail					
	2022	2023	2024	2025	% change
Jan	\$1,390,691	\$1,085,499	\$835,116	\$762,521	-8.69%
Feb	\$1,290,570	\$1,071,374	\$866,966	\$737,934	-14.88%
Mar	\$1,310,491	\$1,021,416	\$854,323	\$738,047	-13.61%
Apr	\$732,968	\$577,496	\$490,607	\$437,565	-10.81%
May	\$499,512	\$382,445	\$339,210	\$0	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
<b>YTD</b>	<b>\$4,724,720</b>	<b>\$3,755,785</b>	<b>\$3,047,012</b>	<b>\$2,676,066</b>	<b>-12.17%</b>
<b>Total</b>	<b>\$10,322,606</b>	<b>\$8,037,258</b>	<b>\$7,032,490</b>	<b>\$2,676,066</b>	<b>-61.95%</b>



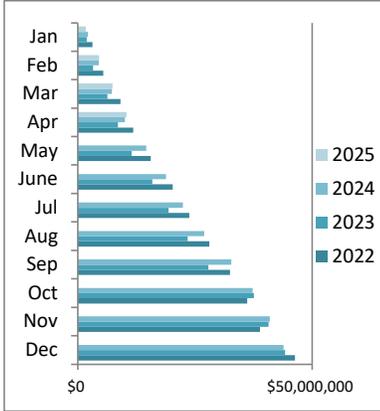
Restaurant / Bar					
	2022	2023	2024	2025	% change
Jan	\$23,591,432	\$25,009,257	\$25,042,953	\$24,155,050	-3.55%
Feb	\$24,974,867	\$25,965,915	\$26,685,736	\$26,202,206	-1.81%
Mar	\$26,280,138	\$25,821,441	\$27,277,628	\$26,978,234	-1.10%
Apr	\$12,415,528	\$12,209,139	\$10,610,820	\$10,987,492	3.55%
May	\$5,669,343	\$5,883,754	\$5,797,807	\$0	n/a
Jun	\$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
<b>YTD</b>	<b>\$87,261,965</b>	<b>\$89,005,752</b>	<b>\$89,617,137</b>	<b>\$88,322,983</b>	<b>-1.44%</b>
<b>Total</b>	<b>\$193,542,933</b>	<b>\$196,793,250</b>	<b>\$199,698,194</b>	<b>\$88,322,983</b>	<b>-55.77%</b>



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	\$43,460,858	-3.82%
Mar	\$49,665,680	\$47,143,257	\$47,180,341	\$43,749,093	-7.27%
Apr	\$15,604,892	\$14,586,635	\$12,974,080	\$12,050,301	-7.12%
May	\$7,736,666	\$6,909,765	\$7,543,340	\$0	n/a
Jun	\$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
<b>YTD</b>	<b>\$159,053,612</b>	<b>\$155,324,428</b>	<b>\$151,310,654</b>	<b>\$143,130,817</b>	<b>-5.41%</b>
<b>Total</b>	<b>\$319,652,259</b>	<b>\$313,339,934</b>	<b>\$301,709,068</b>	<b>\$143,130,817</b>	<b>-52.56%</b>



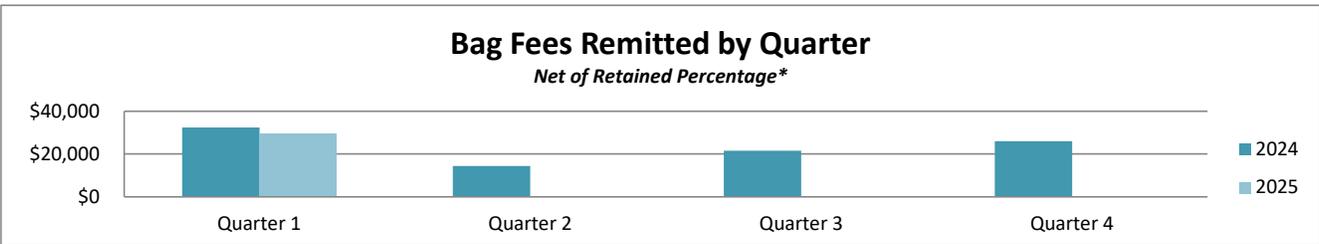
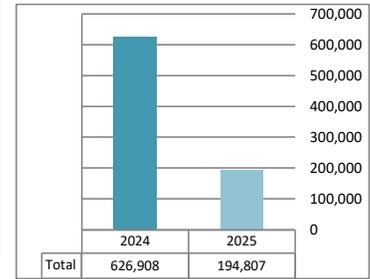
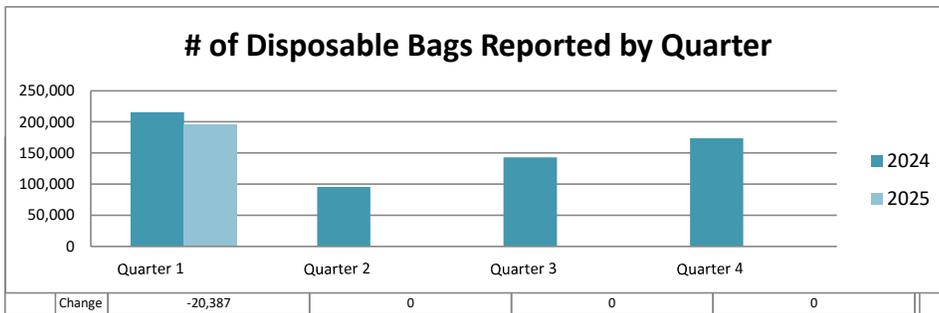
Grocery / Liquor					
	2022	2023	2024	2025	% change
Jan	\$8,170,578	\$8,997,217	\$10,314,078	\$8,198,021	-20.52%
Feb	\$8,753,193	\$9,587,315	\$8,834,611	\$8,981,885	1.67%
Mar	\$9,019,659	\$9,151,128	\$9,118,563	\$8,816,396	-3.31%
Apr	\$6,998,996	\$5,851,774	\$5,078,187	\$5,137,220	1.16%
May	\$4,744,379	\$4,092,212	\$4,027,368	\$0	n/a
Jun	\$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	\$13,936,319	\$0	n/a
<b>YTD</b>	<b>\$32,942,426</b>	<b>\$33,587,434</b>	<b>\$33,345,439</b>	<b>\$31,133,522</b>	<b>-6.63%</b>
<b>Total</b>	<b>\$86,082,707</b>	<b>\$89,062,650</b>	<b>\$87,650,750</b>	<b>\$31,133,522</b>	<b>-64.48%</b>



Construction					
	2022	2023	2024	2025	% change
Jan	\$3,154,453	\$1,962,932	\$2,221,509	\$1,722,016	-22.48%
Feb	\$2,341,894	\$1,360,701	\$2,275,344	\$2,832,592	24.49%
Mar	\$3,647,770	\$3,009,375	\$2,827,899	\$2,883,454	1.96%
Apr	\$2,708,757	\$2,261,020	\$2,760,882	\$2,968,462	7.52%
May	\$3,759,065	\$2,943,631	\$4,559,106	\$0	n/a
Jun	\$4,657,020	\$4,382,878	\$4,199,950	\$0	n/a
Jul	\$3,502,204	\$3,451,877	\$3,616,958	\$0	n/a
Aug	\$4,281,538	\$4,064,817	\$4,535,551	\$0	n/a
Sep	\$4,471,844	\$4,445,435	\$5,757,426	\$0	n/a
Oct	\$3,650,716	\$9,724,611	\$4,567,357	\$0	n/a
Nov	\$2,701,384	\$3,100,223	\$3,629,437	\$0	n/a
Dec	\$7,466,889	\$3,561,546	\$2,981,980	\$0	n/a
YTD	\$11,852,873	\$8,594,028	\$10,085,633	\$10,406,524	3.18%
Total	\$46,343,533	\$44,269,046	\$43,933,399	\$10,406,524	-76.31%

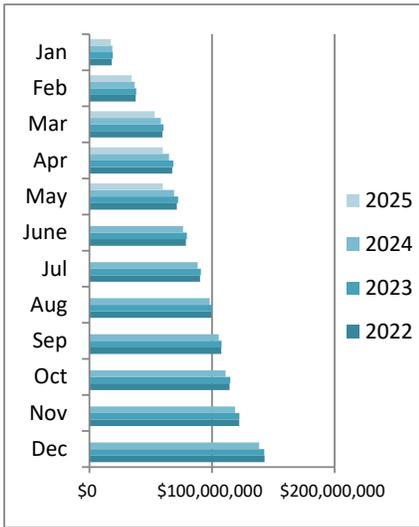
### Disposable Bag Fees

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.

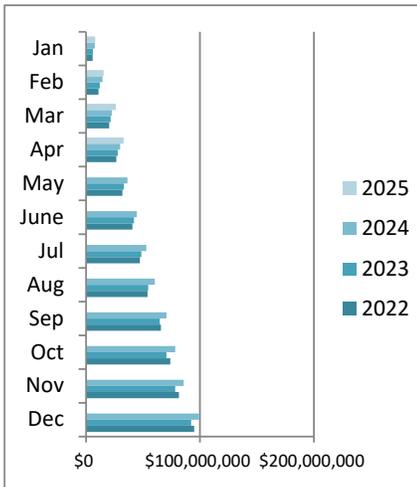


\*As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained 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					
	2022	2023	2024	2025	% change 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	\$18,719,728	-13.10%
Apr	\$7,998,612	\$8,037,999	\$6,678,666	\$6,767,744	1.33%
May	\$3,823,449	\$3,867,457	\$4,135,670	\$0	n/a
Jun	\$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
<b>YTD</b>	<b>\$67,519,454</b>	<b>\$68,411,501</b>	<b>\$64,981,979</b>	<b>\$59,878,925</b>	<b>-7.85%</b>
<b>Total</b>	<b>\$142,845,077</b>	<b>\$142,555,324</b>	<b>\$138,379,742</b>	<b>\$59,878,925</b>	



Retail: Out-of-Town					
	2022	2023	2024	2025	% change
Jan	\$5,695,992	\$5,992,596	\$7,713,183	\$7,986,120	3.54%
Feb	\$5,221,719	\$5,990,201	\$6,675,756	\$7,420,993	11.16%
Mar	\$9,296,568	\$9,484,199	\$8,270,856	\$10,725,206	29.67%
Apr	\$6,349,353	\$6,314,753	\$7,308,883	\$6,895,583	-5.65%
May	\$5,262,164	\$5,361,363	\$6,337,260	\$0	n/a
Jun	\$8,828,510	\$8,927,816	\$8,248,450	\$0	n/a
Jul	\$6,610,788	\$6,373,640	\$8,314,096	\$0	n/a
Aug	\$6,681,996	\$6,095,351	\$7,488,939	\$0	n/a
Sep	\$11,736,190	\$10,173,523	\$10,259,305	\$0	n/a
Oct	\$8,235,111	\$5,841,826	\$7,663,427	\$0	n/a
Nov	\$7,614,113	\$7,693,600	\$7,415,487	\$0	n/a
Dec	\$13,342,780	\$14,003,582	\$13,546,464	\$0	n/a
<b>YTD</b>	<b>\$26,563,631</b>	<b>\$27,781,749</b>	<b>\$29,968,679</b>	<b>\$33,027,901</b>	<b>10.21%</b>
<b>Total</b>	<b>\$94,875,284</b>	<b>\$92,252,450</b>	<b>\$99,242,106</b>	<b>\$33,027,901</b>	



### New Items of Note:

- In-Town Retail sales comprise businesses that are in Town limits. The sector had an overall increase of 1.33% in April 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 a overall decrease in sales of 5.65% for April 2025 compared to 2024.

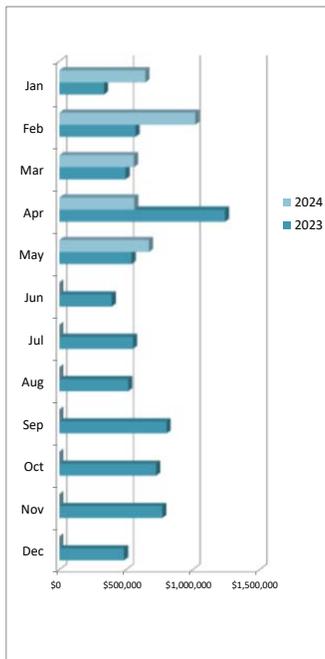
# Real Estate Transfer Tax

### New Items of Note:

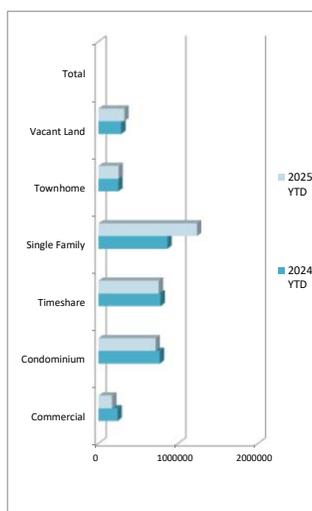
- Revenue May is ahead \$1M to budget and ahead \$.2M to prior year.
- Single Family sales account for the majority of the sales (35.78%), with Timeshare sales in the second position of highest sales (21.90%) subject to the tax. Timeshare sales are behind YTD by (2.88%).
- The variability in RETT revenue 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	\$670,611	23.99%	\$466,470	\$204,141
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	\$2,178,399	\$3,181,145	\$3,450,921	8.48%	\$2,436,950	\$1,013,970
Total	\$6,872,481	\$7,420,428	\$3,450,921		\$6,000,000	



by Category					
Description	2024 YTD	2025 YTD	\$ change	% change	% of Total
Commercial	\$ 238,260	\$ 170,250	\$ (68,010)	-28.54%	4.93%
Condominium	\$ 768,263	\$ 715,460	\$ (52,802)	-6.87%	20.73%
Timeshare	\$ 778,061	\$ 755,627	\$ (22,434)	-2.88%	21.90%
Single Family	\$ 864,330	\$ 1,234,715	\$ 370,385	42.85%	35.78%
Townhome	\$ 247,866	\$ 251,540	\$ 3,674	1.48%	7.29%
Vacant Land	\$ 284,365	\$ 323,328	\$ 38,963	13.70%	9.37%
Total	\$ 3,181,145	\$ 3,450,921	\$ 269,776	8.48%	100.00%



TOWN OF  
**BRECKENRIDGE**

**May 31, 2025**

# **Financial Statement**

**MAY**  
**ALL FUNDS**  
**REVENUE AND EXPENDITURE SUMMARY**  
**INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES**

	YTD TO ORIG BUDGET YTD		
	ACTUAL FY25 YTD	BUDGET FY25 YTD	ACTUAL vs BUDGET FY25 YTD
TOTAL REVENUES	\$ 99,656,159	\$ 94,023,454	\$ 5,632,705
TOTAL EXPENDITURES	\$ 66,971,560	\$ 74,607,102	\$ 7,635,543

FORECAST TO ORIG BUDGET		
APRIL FORECAST FY25	BUDGET FY25	FORECAST FY25
\$ 203,353,434	\$ 196,934,894	\$ 6,418,540
\$ 221,951,979	\$ 216,889,618	\$ (5,062,361)

FORECAST CHANGES		
JULY FORECAST FY25	APRIL FORECAST FY25	FORECAST FY25
\$ -	\$ 203,353,434	\$ (203,353,434)
\$ -	\$ 221,951,979	\$ (221,951,979)

YTD COMMENTS - REVENUES		
- Accom Regulatory Fee	\$ (64,540)	Reduced licenses
- Cost Sharing	\$ 278,560	OST-Summit Cty Jackpot property \$70K, Thor \$134K, Corum \$75K
- CRCA	\$ 1,178,054	Utility-CO River COOP Agreement
- Employee Loan Payoff	\$ 106,267	Housing-EDAP payoff
- Employee Paid Premiums	\$ (136,637)	Employee vacancy & Benefit credit
- Fleet Sale of Assets	\$ (170,600)	Budget phasing
- Grants	\$ (500,000)	DOLA Utility phasing
- Housing Helps Contribution	\$ 184,460	Budget phasing
- Insurance Recoveries	\$ 99,476	Golf-Skid Steer, Garage-Protterra Bus 9234
- Investment Income	\$ 1,950,000	Return on investments
- Renewable Energy	\$ 104,242	Sust-July 2024-Dec 2024 ULLR/SOL Community Solar Platform
- Rental Income	\$ (223,000)	Rent concessions
- RETT	\$ 1,009,640	Single Family homes
- Stop Loss/Medical Rebates	\$ 207,215	Budget favorable
- Tax-Franchise	\$ (90,453)	Budget phasing
- Tax-Lift Ticket	\$ 141,116	Budget phasing
- Tax-Nicotine	\$ 109,794	Budget phasing
- Tax-Sales	\$ 544,367	Budget phasing
<b>Total</b>	<b>\$ 4,727,961</b>	

FORECAST TO ORIG. BUDGET COMMENTS - REVENUES		
- All Funds	\$ 1,000,000	Return on investments
- Utility Fund	\$ 1,178,054	Utility-CO River COOP Agreement
- Utility Fund	\$ (500,000)	Runway timing, Housing transfer
- Marketing Fund	\$ (225,100)	5% tax reduction
- Excise Fund	\$ (2,060,000)	5% tax reduction
- Excise Fund	\$ 1,500,000	RETT based on YTD/trending
- Housing Fund	\$ (1,200,000)	Budget correction
- Open Space Fund	\$ 1,429,285	Budget correction
- Special Projects Fund	\$ 500,000	Transfer from Excise Fund/Grants, SPARK
- Childcare Fund	\$ 5,000,000	Transfer from Excise Fund/Building purchase
- Healthcare Fund	\$ (160,000)	Employee premium reclass
<b>Total</b>	<b>\$ 6,462,239</b>	

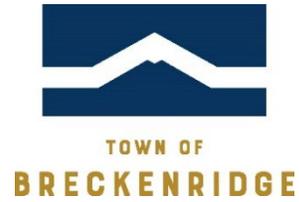
YTD COMMENTS - EXPENDITURES		
- Payroll	\$ 831,376	Vacancy rate & Benefit credit
- Material & Supplies	\$ 549,626	Budget phasing, all funds
- Charges for Services	\$ 1,104,113	Budget phasing, all funds
- Charges for Services	\$ (577,200)	Phasing-Buy Downs
- Charges for Services	\$ (517,118)	Phasing-Housing Helps
- Charges for Services	\$ (966,339)	Block 11 R&M
- Charges for Services	\$ (796,863)	BTO budget phasing
- Charges for Services	\$ (150,000)	Sustainability-MT 2030 Membership Fees
- Minor Capital	\$ 6,981,051	Budget phasing (OST, Utility)
- Grants	\$ (125,000)	NRO, Breck Film, and Breck Backstage Theater
- Grants	\$ (105,000)	Breck Create SPARK
- Debt Interest	\$ 322,514	Phasing-Reverse accrual CWRPDA loan interest
<b>Total</b>	<b>\$ 6,551,160</b>	

FORECAST TO ORIG. BUDGET COMMENTS - EXPENDITURES		
- All Funds	\$ 250,000	Vacancy & Premium reclass
- Utility Fund	\$ (416,000)	Design fees Gary Roberts WTP
- Golf Fund	\$ (273,788)	Updated proforma
- Excise Fund	\$ (500,000)	\$500K to Special Projects
- Excise Fund	\$ (5,000,000)	\$5M to Childcare
- Housing Fund	\$ 1,105,500	Runway project updates
- Garage Fund	\$ (30,902)	Updated proforma
- Facilities Fund	\$ 318,750	Updated proforma
- Special Projects Fund	\$ (500,000)	SPARK, grants
<b>Total</b>	<b>\$ (5,046,440)</b>	

Note: Comments speak to more prominent variances versus to every variance

**TOWN OF BRECKENRIDGE  
2025 CASH FLOW**

	2025 Budget	2025 Forecast (APR)
<b>REVENUE (NET TRANSFERS)</b>	137,461,880	138,880,471
<b>CAPITAL EXPENSE</b>	(56,750,656)	(55,456,159)
<b>OPERATING EXPENSE (NET TRANSFERS)</b>	(100,665,998)	(102,022,856)
<b>NET</b>	<b>(19,954,774)</b>	<b>(18,598,544)</b>
<b><u>CASH OUT</u></b>		
<b>EDAP (5 LOANS PER YEAR)</b>	500,000	500,000
<b>DEBT PRINCIPAL (WATER TREATMENT, GPTD #002)</b>	2,791,105	2,791,105
<b>CAPITAL LEASES (GOLF CARTS GPS #005)</b>	54,237	54,237
<b>CAPITAL LEASES (2019 2 BUSES)</b>	42,250	42,250
<b>CAPITAL LEASES (2023 3 BUSES)</b>	63,375	63,375
	<b>(3,450,967)</b>	<b>(3,450,967)</b>
<b><u>CASH IN</u></b>		
<b>NORDIC LOAN</b>	36,000	36,000
<b>EDAP LOAN</b>	30,000	30,000
	<b>66,000</b>	<b>66,000</b>
<b>CASH</b>	<b>(23,339,741)</b>	<b>(21,983,511)</b>
<b>BEGINNING CASH BALANCE</b>	165,188,414	177,170,572
<b>YEAR END CASH BALANCE</b>	141,848,674	155,187,061
<b>KPI: CASH TO OPEX = \$135M (BALANCED BUDGET)</b>	<b>135,000,000</b>	<b>135,000,000</b>
<b>SURPLUS/DEFICIT</b>	<b>6,848,674</b>	<b>20,187,061</b>
	105%	115%



# Memo

**To:** Town Council  
**From:** Communications and Community Engagement Division: Brooke Dunn, Annette Kubek, Flor Cruz and Helen Cospolich  
**Date:** 6/17/2025 (for 6/24/2025)  
**Subject:** Communications and Community Engagement Update

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**Town Council Goals** (Check all that apply)

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

## Summary

This presentation serves to update Council on the recent marketing and outreach initiatives of the Communications and Community Engagement Division. As noted in the presentation, highlights during this first quarter of 2025 included a focus on Race Breck, updates to the Golf website, preparation for the second phase of the Water campaign, execution of the Dark Sky campaign, a focus on website accessibility, launch of the website chatbot, numerous Social Equity initiatives, and part two of the “I Am Summit” campaign (presentation video is available here: [05\\_26\\_25IAmSummit\\_English\\_2.mp4](#)). Nearly all areas saw increases in engagement and participation year-over-year, when measurable. Our campaigns had broad reach and overall positive feedback. In addition, we were successful in awarding equity grants to several organizations, using bilingual messaging across all genres, and working with community partners on impactful initiatives.

## Background

The Communications and Community Engagement Division regularly provides quarterly updates to Council.

## Public Outreach/Engagement

Public outreach and engagement are a primary focus for the Communications and Community Engagement Division.

## Financial Implications

The Communications and Community Engagement Division works within the division’s annual budget for all initiatives.

## Equity Lens

The Equity Lens is used when creating communications and marketing initiatives. The division’s community engagement initiatives are focused on equitable outreach to our diverse community members.

## Staff Recommendation

Staff will present this update and be available to answer questions from Council.

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.



TOWN OF  
BRECKENRIDGE

# COMMUNICATIONS AND ENGAGEMENT Q1 UPDATE



# RACE BRECK



## IMPERIAL CHALLENGE



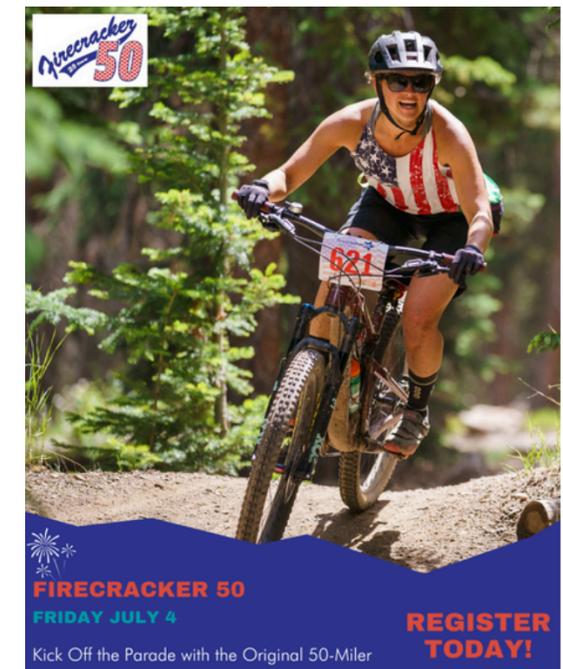
- Highlighted challenge categories and past participants
- Instagram & Facebook:
  - Reach: 20,958 people
  - 150 new followers
- Regional Print Ads
- Paid Social Ads - \$.34 per click

## TRAIL RUNNING AND MOUNTAIN BIKING SERIES



- Race posts going out every Tuesday and Friday
- Instagram & Facebook:
  - Reach: 19,519 people
  - 95 new followers
- Paid Social - \$.68 per click

## FIRECRACKER 50

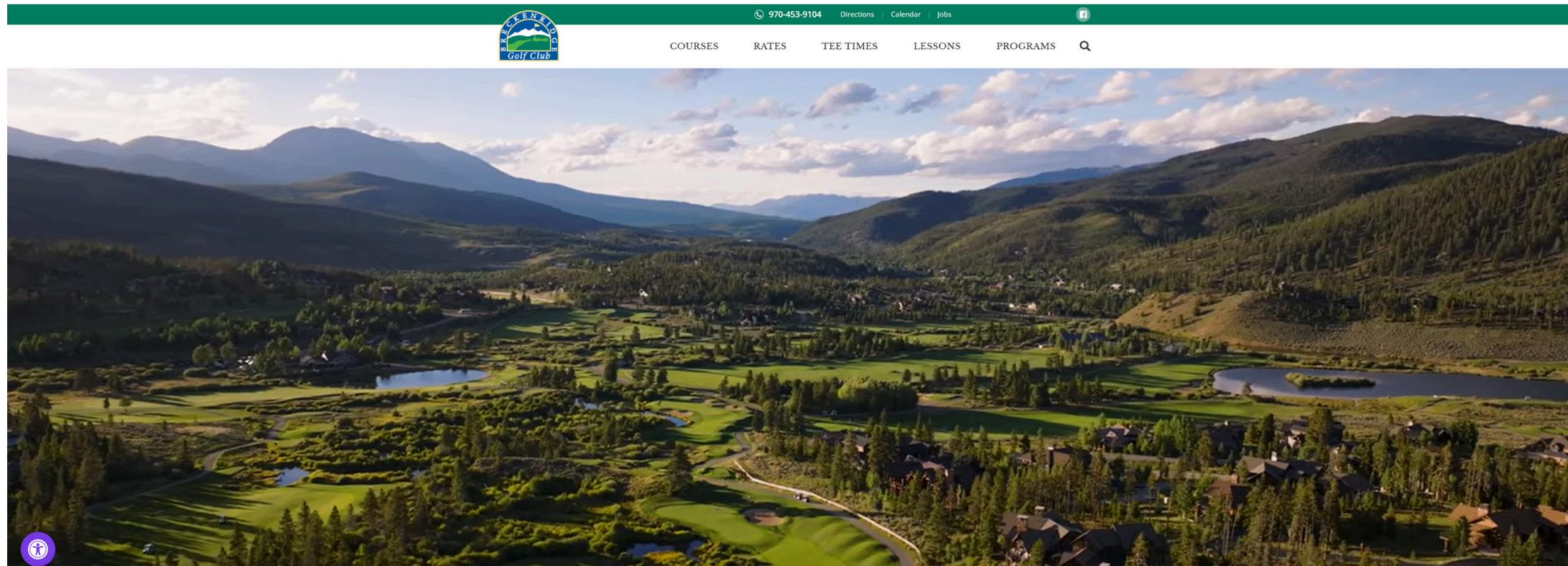


- Weekly Highlights: Monday, Wednesday, Saturday
  - Early Years
  - Local Legend Highlights
  - Women Who Ride the Firecracker
  - Category Highlights



TOWN OF  
BRECKENRIDGE

# GOLF WEBSITE UPDATES



- Implemented changes mid-April
- Added new drone footage to home page
- Updated photography and video throughout site
- Simplified navigation
- Connected to new programs and tee sheet sites
- Clubhouse virtual tour shooting in July

**PAGE VISITS, UNIQUE VISITORS AND  
PAGE VIEWS UP 42-43% OVER  
PREVIOUS YEAR**



**TOWN OF  
BRECKENRIDGE**

# WATER CAMPAIGN PHASE 2



## Launching July 2025

- Lifestyle Photo Shoots/Community Participation
  - SHS Girls Soccer
  - BGV Housekeeping Staff
  - Breck Free Ride Bus Drivers
  - Breck Police Officers
  - Streets Staff
- Newspaper and Magazine Print Ads
- Trolley Ads
- Summit Daily Digital Ads
- Social Media
- Distributed to Local Businesses and Property Management Companies



# DARK SKY



## January - May

- Summit Daily News Digital Ads (14 Ads; 137K English Impressions & 136K Spanish Impressions; Targeted to Residents and Part-Time Homeowners in Breckenridge)
- SDN Print Ads (15 Ads x 6,000 Daily Circulation)
- Monthly Drop-In Events (8 Events)
- Post Cards (1,466 Mailed)
- Numerous Social Media Posts on Instagram & Facebook (7,400 reach)

**Dark Sky Exterior Light Fixture Recycling Month**  
June 1 - 30, 2025

9:00 AM - 4:00 PM  
Monday - Thursday

1095 Airport Rd,  
Breckenridge, CO 80424

**DARK SKY DROP-IN EVENT**

Monday, January 27th  
Rec Center Multipurpose Room  
880 Airport Rd, Breckenridge, CO  
12:00PM - 1:30PM

- Ask questions
- Discuss your lighting
- Learn about benefits of dark sky fixtures
- Schedule your Free Assessment

Pizza will be provided for those who come to talk about our exterior lighting pollution.

**BENEFITS TO LIVING IN A DARK SKY COMMUNITY**

- PROTECTS WILDLIFE HABITAT
- MORE NIGHT SKY TO ENJOY
- SAVES ENERGY AND MONEY
- DECREASES HEALTH RISK ISSUES

[LEARN MORE](#)

Picture by Bettymaya Foott Photography

**DARK SKY'S FIVE PRINCIPLES FOR RESPONSIBLE OUTDOOR LIGHTING**

- LIGHTS SHOULD HAVE A CLEAR PURPOSE AND BE USED ONLY WHEN AND WHERE NEEDED.
- SHIELD AND AIM YOUR LIGHT TO FALL ONLY DOWNWARD AND WHERE NEEDED.
- LIGHTS SHOULD BE ONLY AS BRIGHT AS NECESSARY TO SAVE MONEY AND REDUCE GLARE.
- WARM-COLORED LIGHTS CAUSE LESS SKYGLOW; USE AMBER-TONED LIGHTS WHEN POSSIBLE.
- LIGHTS SHOULD BE ON ONLY WHEN NEEDED.

[LEARN MORE](#)

Picture by Bettymaya Foott Photography

Current Campaign to July 1 Compliance Date:

Fixture Recycling, Retrofit vs. Replace, Self Reporting Compliance Form



# WEBSITE ACCESSIBILITY

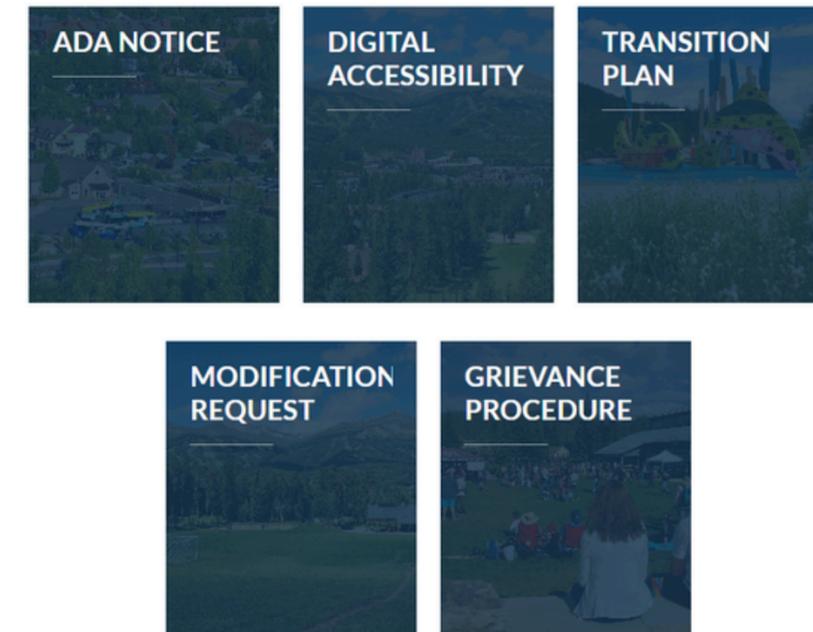


- July 1 State Deadline
- ~100 Documents Sent for Remediation
- Town Websites Scanned:
  - Town Main Site
  - Recreation
  - Golf
  - Sustainability
  - Housing
  - Transit
- Quarterly Progress report updated and posted on Town Website
- Mionsido to maintain website accessibility and provide website users with an accessibility widget for ease of use

## Accessible Breck

Font Size: [Share & Bookmark](#) [Feedback](#) [Print](#)

Accessible Breckenridge is a dedicated program within the Town of Breckenridge aimed at ensuring that all town programs, services, activities, and facilities are accessible to individuals with disabilities. This program oversees and monitors the town's compliance with relevant federal, state, and local accessibility laws, codes, and regulations. Our committed staff focuses on enhancing accessibility by providing information, resources, guidance, and education to the community.



Contact our ADA Coordinator Team

(970) 547-3125

[ADACoordinator@townofbreckenridge.com](mailto:ADACoordinator@townofbreckenridge.com)



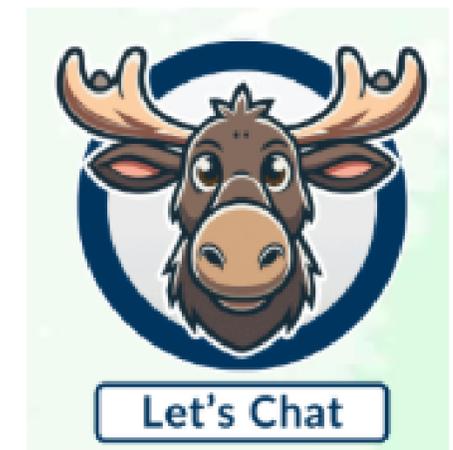
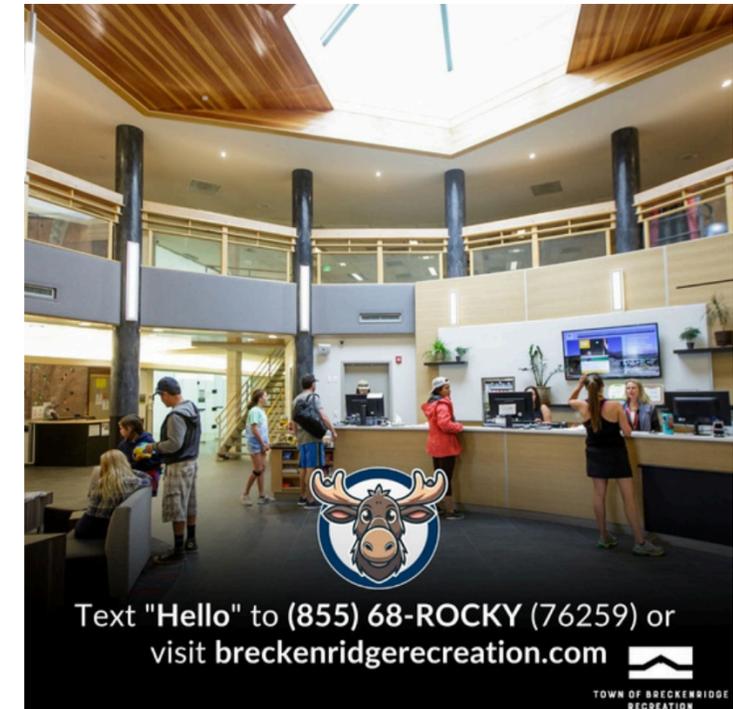
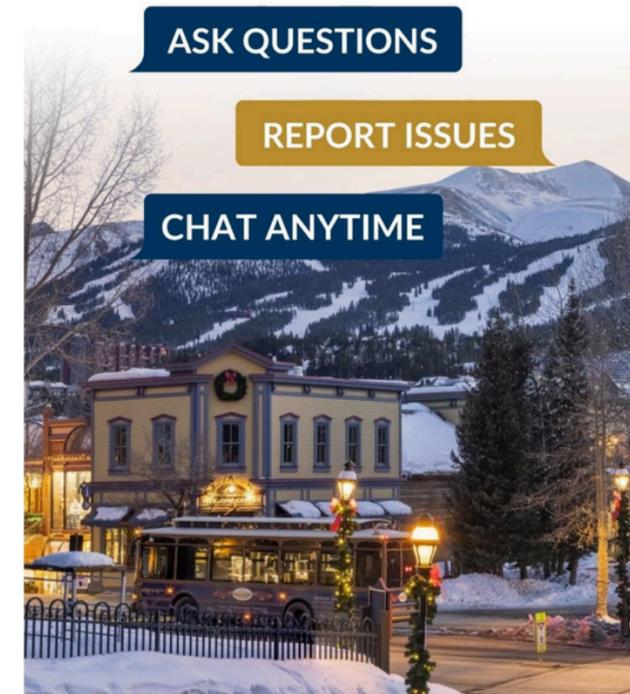
TOWN OF  
BRECKENRIDGE

# “ROCKY” WEBSITE CHATBOT



## April - Present

- 303 total residents engaged
- 407 total questions
- Overall positive feedback
- Languages Used:
  - English
  - Spanish
  - French
- Text Alerts coming soon!



TOWN OF  
BRECKENRIDGE

# SOCIAL EQUITY



## Immigration Rights & Advocacy

I am Summit 2.0



## Civic Engagement

- 5 mini-grants awarded
- \$11,450



## Celebrating Diversity

- Barney Ford Video (386 views)
- BHM CMC Culinary Dinner (12 people)
- Awesome Women of Breckenridge (12 Women)
- Neurodiversity Stickers & Ribbons (Over 100 stickers & ribbons /empty boxes over **one** weekend)

# I AM SUMMIT 2.0

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# WHAT IS GOING WELL IN COMMUNICATIONS AND ENGAGEMENT



Videos

Bilingual Messaging

Glimpses Behind-the-Scenes / Spotlight Posts

Community Partner Relations

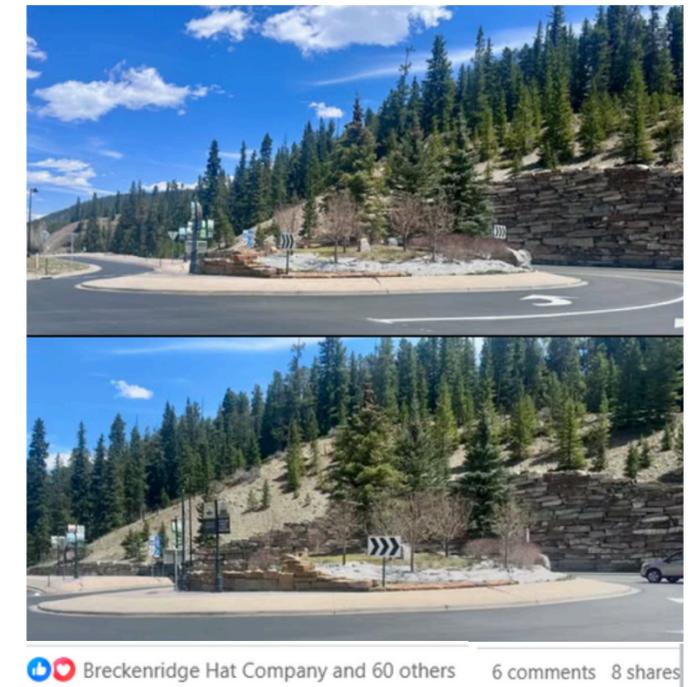
Interdepartmental Collaboration



630

“ I feel like Breckenridge is really caring about us. ”

— Community Member at MD Community Meeting



TOWN OF BRECKENRIDGE



# Memo

**To:** Town Council  
**From:** Kristin Brownson, Assistant Director of Public Works  
Chris Luberto, Director of IT  
**Date:** June 17, 2025 (for June 24, 2025 Council Meeting)  
**Subject:** Breckenridge Fiber Broadband Strategic Plan

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

## Summary

The Breckenridge Fiber Broadband Strategic Plan Executive Report evaluates the progress of the Town's Fiber9600 broadband initiative, originally launched in 2018, and provides recommendations to guide the Town's investment, partnership, and governance of its broadband network over the next 5 to 10 years.

Key conclusions of the report include:

- The Town has passed 47% of its homes and businesses with fiber, totaling 4,590 premises, and connected over 1,100 customers.
- The Town has invested \$32.7 million to date in network construction, resulting in a capital expenditure (CAPEX) of \$6,732 per home passed.
- The current take rate is 24%, which has been impacted by competitive market dynamics and construction phasing.
- The original Allo lease contract is heavily weighted in Allo's favor, with the Town having minimal control over marketing, pricing, or performance targets.
- The plan recommends establishing Key Performance Indicators (KPIs) and aligning capital investment with high-return areas to maximize efficiency.
- Six strategic paths are outlined, with Option #5 (renegotiating the Allo contract while continuing capital investment) as the preferred route to maintain flexibility and build long-term value.

## Background

In 2018, the Town of Breckenridge launched the Fiber9600 initiative with the mission to create a high-quality, reliable broadband network that would meet the Town's long-term communication needs. At the time, Town Council recognized that affordable and dependable high-speed internet was no longer a luxury- it was essential infrastructure. The goal was to ensure Breckenridge remained a top-tier community to live, work, and visit, while addressing widespread frustration with the high costs, poor service quality, and slow speeds offered by incumbent providers.

**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 Town aimed to be among the first small municipalities in the nation to implement leading-edge broadband technology, not only to improve digital access for residents and businesses, but also to stimulate competition in the local market. Council approved an initial \$10 million investment to begin construction, starting with the Historic District, Wellington Neighborhood, and a data center facility, with connectivity to the Project Thor regional middle-mile fiber network for backhaul and redundancy.

A public-private partnership model was adopted, where the Town retained ownership of the physical infrastructure (conduit, fiber, and datacenter) while selecting Allo Communications through a competitive RFP to operate the network under a revenue-share agreement. Allo is responsible for customer service, technical operations, and marketing.

Since 2019, the Town has built out approximately 47% of the network, including key neighborhoods such as the Historic District, core of Town, Carter Park, Village at Breck, Ice Rink, Wellington, Lincoln Park, Stables Village, Corkscrew, Airport Road, Blue 52, Larkspur, Vista Verde, Ski Hill Road, Tiger Road to the Wayside, Highlands Riverfront, Four O'clock Road, Trappers Glen, Grandview, and Christie Heights. Additionally, all municipal facilities are connected with dark fiber. Total capital investment to date is \$32.7 million, with an additional \$2 million planned in 2025.

In 2024, the Town undertook a strategic review of the project to evaluate its performance, sustainability, and future direction. Led by Essential Broadband Consulting, the Breckenridge Fiber Broadband Strategic Plan Executive Report outlines clear, actionable recommendations to improve operational efficiency, guide capital spending, and regain greater influence over the long-term management and goals of the network.

## **Implementation**

Following review of the Breckenridge Fiber Broadband Strategic Plan, Town staff have already executed several of the plan's tactical and technical recommendations to improve efficiency, reduce cost, and better position the network for long-term success.

### **Tactical Implementation**

- Renegotiated the Allo Contract: A key recommendation of the strategic plan was to improve the Town's operational and financial position through contract renegotiation. This has been completed, with a new agreement that enhances revenue sharing, dark fiber control, KPIs, data sharing, and future flexibility.
- Expanded Staff Support: Recognizing the scale and complexity of the project, the Town has increased involvement from internal departments, particularly IT and construction staff, to contribute their expertise in network operations, project oversight, and infrastructure delivery.
- Prioritized Contiguous Neighborhood Buildouts: The Town is shifting from feeder-only expansion to building out entire neighborhoods, creating more efficient service zones and improving marketing effectiveness.
- Targeted MDUs with Bulk Service Agreements: Multi-dwelling unit (MDU) properties are being prioritized for their density and ability to quickly increase the network's take rate through bulk service arrangements.
- Strategic Partnerships with Key Stakeholders: Buildout planning now includes targeted areas that support broadband needs for Vail Resorts and Breckenridge Grand Vacations, helping serve large employment and guest bases.

### **Technical Implementation**

- Optimized Construction Requirements: The Town has improved the conduit requirement per trench based on future expansion. By reducing the number and size of conduits per trench, we are lowering construction costs.
- Cost-Efficient Routing: Construction is being directed toward areas where off-road trenching and boring are more favorable and less costly than in-road excavation.
- Adjusted Fiber Design: Where applicable, lower fiber counts are being used to reduce material costs without sacrificing service quality.

- Capital Efficiency Focus: There is a renewed emphasis on improving the capital expenditure per home passed (CAPEX/HP). Future buildouts will be evaluated to maximize the number of homes passed while minimizing per-unit construction costs.

### **Public outreach/engagement**

Public engagement was not conducted as part of the development of the strategic plan due to the confidential nature of the Town's partnership with Allo Communications. Key operational, financial, and contractual details reviewed in the plan are governed by non-disclosure agreements, which prohibit public disclosure or discussion of certain proprietary and negotiated terms. As a result, the strategic planning process was conducted internally with expert consultation and Town staff input.

### **Financial Implications**

The financial sustainability of the Fiber9600 network is closely tied to two primary factors: continued capital investment and the terms of the operating agreement. Scenario modeling in the Broadband Strategic Plan showed that with additional investment, approximately \$12 million over the next 10 years, the Town could significantly improve the network's financial position, particularly if contract terms were renegotiated to provide greater control and revenue participation.

In response to those findings, the Town has renegotiated the original 2019 lease with Allo Communications. The Amended and Restated Fiber Lease and Network Operation Agreement, now presented for Council approval, reflects the strategic recommendations of the plan. Key financial improvements include:

- An increase in the Town's share of qualifying revenue from 25% to 50%, improving direct return on investment.
- A new 70/30 split in favor of the Town on dark fiber revenue, which previously generated no municipal income.

These contractual changes not only improve revenue potential but also give the Town a stronger role in guiding how the network is monetized. Choosing not to invest additional capital would limit customer growth, stall revenue, and risk continued operating losses. By aligning the renegotiated contract with a moderate, targeted capital strategy, the Town maintains strategic optionality, reduces risk, and positions the network for long-term financial and operational success.

### **Equity Lens**

The Strategic Plan reinforces the Town's goal to expand equitable access to high-speed internet, particularly for workforce housing and underserved neighborhoods. Establishing clear performance metrics and reporting standards will enable the Town to better evaluate and promote affordable access options going forward.

### **Staff Recommendation**

Staff recommends that the Town Council endorses the implementation of Strategic Path #5, continuing capital investment in the fiber network while operating under the newly renegotiated agreement with Allo Communications.

The combination of enhanced contract terms and targeted capital spending provides the Town with a sustainable model to expand high-speed internet access, improve financial performance, and maintain long-term strategic control. Staff believes that continued investment, estimated at approximately \$12 million over the next 10 years, will enable the Town to extend service to unserved areas, increase the network's customer base, and improve cost-efficiency over time.

This recommendation aligns with the Town's vision of delivering reliable, affordable broadband infrastructure as a core public utility and supports economic development, digital equity, and future Smart City capabilities. Staff will continue to prioritize data-driven decision-making, cost-effective construction, and operational transparency to ensure this long-term investment delivers measurable community value.

# STRATEGIC PLAN

MARCH  
2025

## BRECKENRIDGE FIBER BROADBAND EXECUTIVE REPORT

Prepared by:



## Breckenridge Fiber Broadband Strategic Plan - Executive Report

### Strategic Plan Executive Report

- 1.0 Project Overview
- 2.0 Executive Summary
- 3.0 Key Findings
- 4.0 Tactical Recommendations
- 5.0 Mission, Vision & Strategy Scenarios and Recommendations

### **Appendices - Confidential (under separate cover)**

#### **Appendix A - Town Demographics**

#### **Appendix B - Fiber9600 Project Overview**

#### **Appendix C - Assessment of Fiber9600 Project**

- 1.0 Commercial
- 2.0 Technical
- 3.0 Financial

#### **Appendix D - Fiber9600 Tactical Recommendations**

- 1.0 Commercial
- 2.0 Technical
- 3.0 Financial

#### **Appendix E - Strengths, Weaknesses, Opportunities and Threat**

#### **Appendix F - Competing Broadband Technologies**

- 1.0 Digital Subscriber Line (DSL)
- 2.0 Cable Hybrid/Fiber Coax (HFC)
- 3.0 Fixed Wireless Access (FWA)
- 4.0 Low Earth Orbit Satellite (LEO)

#### **Appendix G - Cellular/Mobile Services and Technologies**

- 1.0 5G
- 2.0 Small Cells

#### **Appendix H - Strategic Plan Detailed Analysis & Recommendation**

- 1.0 Vision, Mission, Objectives and Strategies
- 2.0 Analysis and Scenarios
- 3.0 Recommendations

#### **Appendix I - Financial Analysis Details**

- 1.0 Profit & Loss (P&L) and Capital Expenditures (10 year pro formas)

#### **Appendix J - Town Fixed Wireless Access Feasibility Study**

#### **Appendix K - Town/Allo Contract Recommendations**

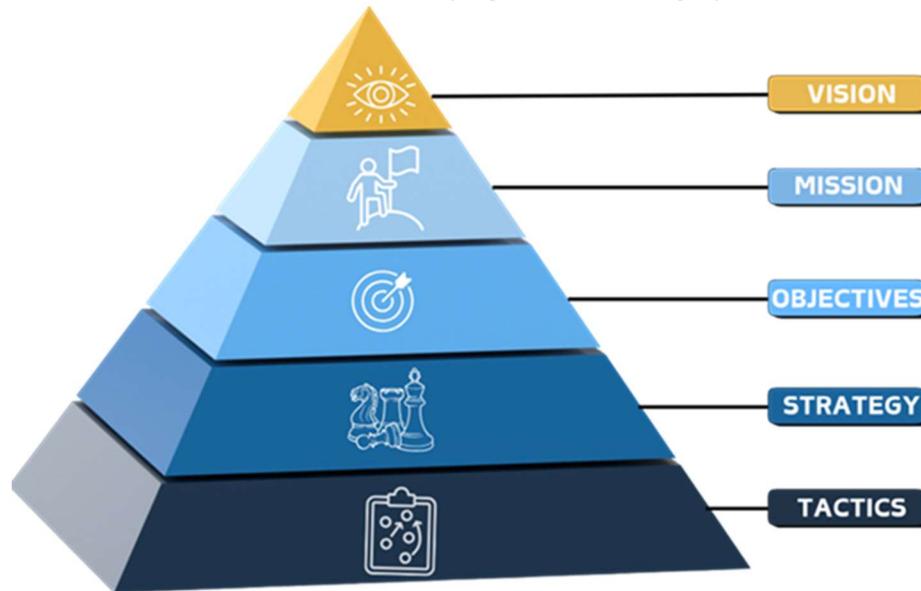
# Breckenridge Fiber Broadband Strategic Plan - Executive Report

## 1.0 Project Overview

The goal of the Breckenridge Broadband Fiber Strategic Plan document is to assess the Town’s original 2018 Fiber Broadband (called Fiber9600) vision, mission, goals, strategy, and tactics to create viable going forward strategies for the Town’s fiber broadband business currently serving the residents, businesses and visitors of Breckenridge.

A comprehensive, historical investigation of the Town’s initiative was undertaken starting in March 2024 to establish an accurate fact-based analysis using year end 2023 and 2024 data. Included in this analysis is an assessment of met goals as well as missed opportunities. The first phase of this initiative (initial report provided in May 2024) analyzed the Town’s Fiber9600 program from 2018 to 2024 (six years of operation). Based on this analysis, a detailed and complete set of tactical recommendations across commercial, technical and financial functional areas was included in the May document.

The final phase of the strategic plan initiative took a forward looking perspective and gave the Town a thorough investigation of its vision, mission, goals and strategic directions for the next five to ten years. This future direction analysis and recommendations have been added to the initial analysis and comprises the final comprehensive Town of Breckenridge Broadband Strategic Plan. This report utilizes the classic VMOST model, visualized below, in developing a viable strategic plan.



After a thorough vision, mission and objectives analysis, six alternative future strategic paths are investigated and discussed in this document. It is recommended that in early 2025 the Town chooses one of these strategic paths (or a variant of one of the paths) to pursue and execute on that direction. As this plan provides a five-to-ten-year view, many components of this document should be relevant as a guide for the Town for many years.

## 2.0 Executive Summary

The Town’s vision, in 2018, to provide reliable and affordable broadband internet services to its residents, businesses and visitors was an ambitious, forward-thinking mission. To achieve this vision, the mission was to build a Town owned, high speed fiber optic network, with long term sustainability throughout the Town. The Town anticipated the project to complete in 5-6 years. The primary strategy to achieve this mission was for the Town to fund and own the primary assets while commercial partners and vendors, such as Foresite, Peak Construction, Allo designed, built and ran the operation.

## Breckenridge Fiber Broadband Strategic Plan - Executive Report

The Fiber9600 project, as it stands on December 31<sup>st</sup>, 2024, passes 4,590 homes and businesses (see key finding #3 below), covers 47% of the Town's footprint (4,590 homes passed / 9,700 total homes) and has 1,124 customers (24% take rate) where over 48% of the total customers are in multi-dwelling units (46% of the MDU customers are in Town owned buildings). The Town has successfully connected all Town-owned sites with dark fiber, providing a high-speed, reliable, and secure network infrastructure. This enhanced connectivity enables the deployment of a robust Wi-Fi network, ensuring seamless access for Town staff while also offering free public Wi-Fi, improving digital accessibility for residents and visitors.

The Town's broadband network has proven to be both robust and highly reliable, marking a significant achievement in advancing its mission. These accomplishments highlight the Town's commitment to enhancing connectivity for residents, businesses, and visitors. From 2019 to year end 2023 approximately \$30 million was spent in capital expenditures. An additional \$2.7 Million was spent in 2024 bringing the total spend to \$32.7 Million. While this funding has enabled the completion of 47% of the planned Town-wide network, it also presents an opportunity to refine the strategy and enhance efficiencies as the Fiber9600 project moves forward. With continued optimization, the Town can build upon its success and further expand high-speed broadband access to the broader community.

Enthusiasm for the project combined with the limited build season in Breckenridge and deep reliance on consultants who had the potential to gain business, moved the project forward quickly and limited opportunities to "finesse" the design and build portions of the project. Once the project was started, expectations set and customers brought on, the ability to slow or stop the project became increasingly difficult. These missed opportunities include thoroughly vetting the original business case, completing a detailed construction design and costing exercise for the entire Town footprint, and establishing clearly defined objectives (Key Performance Indicators (KPI's) such as goals for Capital Expenditures (CAPEX) per Homes Passed (HP) and Homes Connected (HC)), tactics and strategies.

As an illustration, the upper bound CAPEX/HP benchmark ratio for a Town with similar home density, geography and terrain as Breckenridge is approximately \$4,000/Homes Passed. As of January 2025, the Fiber9600 capital efficiency ratio is \$6,732/Homes Passed. This is significantly above the projected \$1,142/HP number in the 2018 Foresite business case. The reasons for the discrepancy in the CAPEX/HP are many and varied (see Appendix C and D). As the Town works toward achieving optimal coverage of ~7,000 HP (the Town's addressable market is 9,700 HP) there is an opportunity to bring this number more in line with industry benchmarks. Moving forward, applying key lessons learned, including a comprehensive approach to business case evaluation, detailed design and construction planning, and the establishment of KPI's will strengthen the project's success and ensure continued efficiency in network expansion.

The decision to partner with Allo to build and operate the Fiber9600 network was a strategic move, leveraging industry expertise to accelerate deployment and ensure high-quality service for the community. This collaboration has enabled the Town to successfully connect residents and businesses while delivering reliable customer service.

To further strengthen this partnership, having a dedicated, experienced telecom expert within the Town's team throughout the six and one-half years would have been beneficial to better manage the partnership along with other key aspects of the project. While the partnership structure has allowed for significant progress, certain contractual terms, such as pricing, marketing, performance metrics, and contract flexibility are more favorable to Allo. For instance, the relationship cedes all control and influence of the business to Allo even though the burden (and risk) of 99% of the total capital spend is on the Town.

## Breckenridge Fiber Broadband Strategic Plan - Executive Report

An example of the partnership tension is the inability of the Town to control annual customer take rate targets or goals on Allo. On the other hand, Allo is striving to break even in the Town and is disillusioned by the Town's slow spend of capital to cover large, contiguous portions of the Town. Despite having full responsibility for bringing on customers, the noncontiguous nature of the build hampers Allo's ability to market effectively. Given the Town's substantial investment in the project, there is an opportunity to refine these terms to ensure a more balanced collaboration that maximizes long-term benefits for the community.

The foundational pieces of the Fiber9600 project have been put in place and the network delivers a strong backbone for the affordable, high-speed fiber optic network the Town hopes to provide. Additional capital investment is required to complete the network, whether it is held or sold. To bring the project to its full vision, while being effective stewards of taxpayer's money, the Fiber9600 project requires the Town to take control of its destiny by re-negotiating better contract terms (currently underway) to provide strategic path optionality, focus on improving efficiencies in the build and operation of the network, maintain network reliability and improve customer affordability.

### 3.0 Key Findings

Ten key findings are summarized below (details are in Appendices C and D):

1. After six and a half years the Town has been able to provide a Town owned broadband fiber services to nearly half (47%) of the Town's residents, businesses and Town owned facilities.
2. The network provides a more reliable and slightly more economical alternative than the primary broadband provider, Comcast/Xfinity.
3. Tracking and validating with Allo important Key Performance Indicators (KPI's), such as Homes Passed and take rate (Homes Connected/Homes Passed) percentages has been absent during the project. Validation of homes passed and take rate is in progress.
4. Applying the industry standard metric of fiber network build capital efficiency (Capital Expenditures per Home Passed) shows the network is more expensive than the average build cost for a comparable terrain, market size and home density market (\$6,732/HP versus \$4,000/HP). Encouragingly, the 2024 annual network build improved to \$4,800/HP.
5. The customer penetration/take rate is low (24%), given the competitive market situation (duopoly market where Xfinity has majority market share) in the Town. MDU opportunities should provide improvements in the future customer take rate percentages.
6. The business case results promoted by the original Town consultants (Foresite) is not attainable (such as a positive Return on Invested Capital). A positive ROIC was not part of the Town's original goals. Current Profit and Loss (P&L) is negative and will likely continue in the future.
7. The originally selected strategy to use partners and outsourced vendors to design, build and run the broadband fiber business was the correct operating model requiring the acknowledgement that it limits the Town's control and influence of the key drivers of the business.
8. Currently, the terms of the Allo contract heavily favor Allo in the relationship and is being renegotiated by the Town. The long-term partnership agreement limits future strategic directions as breaking the contract is problematic. The Town lacks the ability to make pricing, product, sales and marketing decisions that will help the Town influence take rates and provide more affordable broadband services.
9. The broadband internet industry is a constantly changing, highly competitive (competitors bundling mobile, home broadband and content), and an economically scale business that is driven by constantly evolving technology (such as 5G home wireless, satellite).
10. The Town's goals and objectives for the fiber networks coverage, timeframe and total costs have been vague. Going forward, defining "what does success look like" for the Town is important.

## Breckenridge Fiber Broadband Strategic Plan - Executive Report

### 4.0 Tactical Recommendations

These key findings lead to some time sensitive tactical recommendations summarized below. Regardless of the mid- and long-term strategic direction chosen these tactical recommendations and directions should be considered.

1. Renegotiate the Town/Allo contract with terms (such as contract termination, take rate requirements, influence pricing) that enable the Town to better meet its vision, mission and executing its chosen future strategic directions. The contract re-negotiation initiative is underway.
2. Assign internally or hire externally an experienced Information Technology (IT) and/or Telecom business/technical person dedicated to lead and manage the Fiber9600 initiative.
3. Institute an analytical and business model approach to the planning and prioritization of its annual capital spending program. Promote a “bang for the buck” business mentality in deciding what new neighborhoods to pass with the fiber network builds.
4. Incorporate industry standard business, financial and technical practices and procedures as well as look to new and creative trends so that a more efficient network build and operation is undertaken in the future. Consider creating a standalone Fiber9600 P&L where all revenue, costs and CAPEX are tied to the Fiber9600 initiative.
5. Build business accountability into the future Town operation (the design, build and run phases) by using traditional operating and financial goal setting, metrics and Key Performance Indicators (KPI’s) used in the Telecom industry.

### 5.0 Vision, Mission and Strategy

In addition to these tactical recommendations, this document outlines six possible strategic directions for the Town to consider (details in Appendix H) and implement in 2025. Which direction is appropriate is dependent on the Town’s re-evaluation of its vision, mission and objectives for Fiber 9600.

Some key vision and mission questions for the Town to consider are:

- Has the core mission changed (such as owning and operating a fiber network)?
- Has the Town’s funding changed where providing broadband services is not a high priority?
- Does the highly competitive, constantly changing technology of the broadband industry give the Town pause to continue operating the Fiber9600 business in this environment?

It is recommended that the Town choose one of the six paths listed below (and shown visually in the diagram below) early in 2025 and execute in that direction for the next five years. It would be appropriate in five years (2028 to 2030) to re-evaluate the options again. At that time the Town would be more knowledgeable and hopefully, have in place a more flexible Town/Allo contract, so bolder strategic decisions can be made.

The strategic directions shown below vary based upon two primary variables:

- New neighborhood build investments (none versus additional new dollars allocated)
- Business operating model chosen by the Town (Allo Outsource versus Town In-House operation)
  - Allo/Town contract (continue as is versus re-negotiated contract)
  - Terms of re-negotiated contract (such as more control, influence pricing and ability to exit)

## Breckenridge Fiber Broadband Strategic Plan - Executive Report

### Town Strategic Directions:

#### **1. Sell the Fiber9600 Network**

Currently the network would be considered a “distressed” asset (no ROIC) and valuations will be low (see Appendix H). Additional Capital Expenditures (CAPEX) are required to increase its value. Exiting the Town/Allo relationship is a desired pre-requisite of selling the business and network.

#### **2. Business as Usual (keep Allo contract as is) with minimal future capital investment expenditures**

Retain the Town/Allo relationship as is and eliminate all new capital expenditures other than “success-based” expenditures (such as customer drop CAPEX to new customers and affordable housing customers near the existing network). This option limits the Town’s ability to offer broadband service to all residents and change the current structural problems with the Town/Allo contract.

#### **3. Business as Usual (keep Allo contract as is) while continuing to fund future capital for expanding the network to new neighborhoods**

Allows the Town to increase coverage, reaching more potential customers and improving the networks value, yet the Town is still limited to reach goal of customer affordability and improve contract terms.

#### **4: Renegotiation of Allo contract with minimal future capital investment expenditures**

Negotiate terms to increase ability to maintain strategic path optionality and provide affordable and reliable broadband internet services to its residents (such as revenue share improvement, influence pricing, contract length and termination contract terms). For this option the Town will eliminate all new capital expenditures other than “success-based” expenditures (such as customer drop CAPEX to new customer and affordable housing customers near the existing network).

#### **5. Renegotiation of Allo contract while continuing to fund future capital for expanding the network**

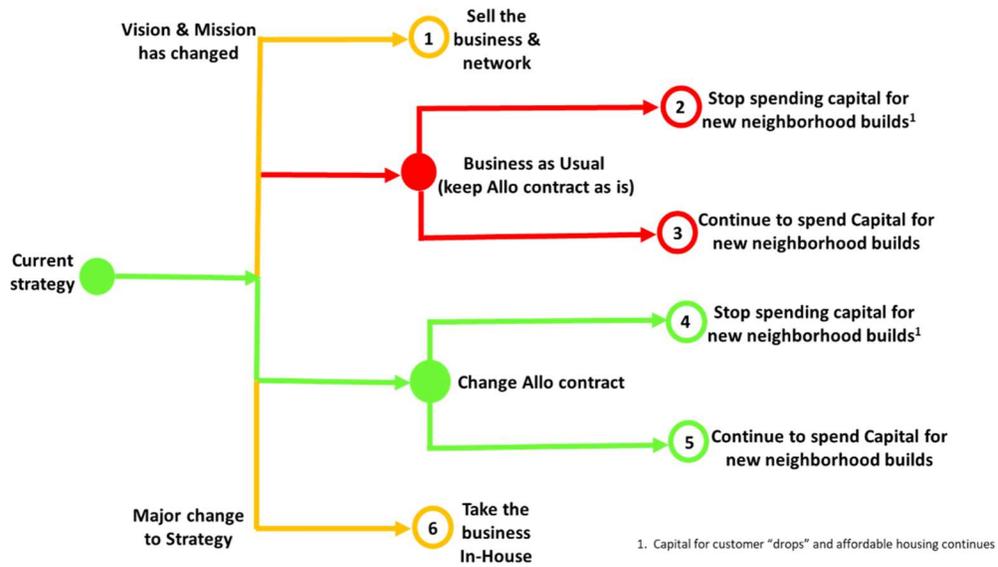
Negotiate terms to increase ability to maintain strategic direction optionality and provide affordable and reliable broadband internet services to its residents (such as revenue share improvement, influence pricing, contract length and termination). The primary means to maintain future strategic optionality is for the Town to have the ability to terminate the contract at its sole discretion. Finally, this option assumes the Town continues to invest capital to increase fiber coverage, reaching more potential customers.

#### **6. Terminate Allo contract and take the Fiber9600 business & operations in-house (Town runs sales, customer care and network operations)**

Although this direction may best meet the vision, mission and long-term objectives of the Town, pursuing it is not trivial and would take a considerable commitment of time and resources. An interesting and perhaps viable variant to Strategic Direction #6 is for the Town to run the key functions of the business and outsource certain functions to outside firms. Additionally, considering a Town owned Fixed Wireless Access (FWA) network serving difficult to reach and expensive neighborhoods may make sense (see Appendix J - FWA Feasibility Study).

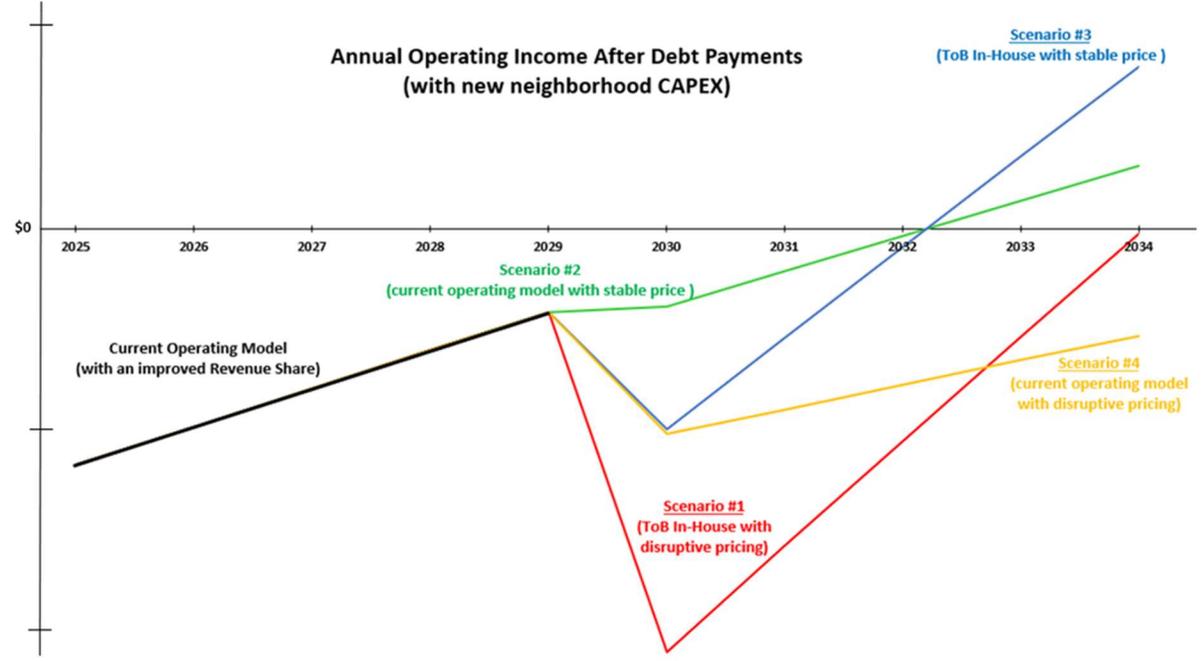
# Breckenridge Fiber Broadband Strategic Plan - Executive Report

Below is a visual representation of the possible strategic directions to be decided by Town in early 2025.



The green paths are the primary recommendations although any of the yellow paths may be viable for the Town in the future while red is not recommended. Selecting Strategic Direction #5 (renegotiate Allo contract while continuing to invest in the network) will best position the Town to effectively implement options #1 (sell the business) or #6 (operate the business in-house) down the road. It is understandable if the Town selects Path #4 (re-negotiate the Allo contract but do not allocate any Town funds for new neighborhood builds) as allocating funds to build out new neighborhoods is a big financial commitment.

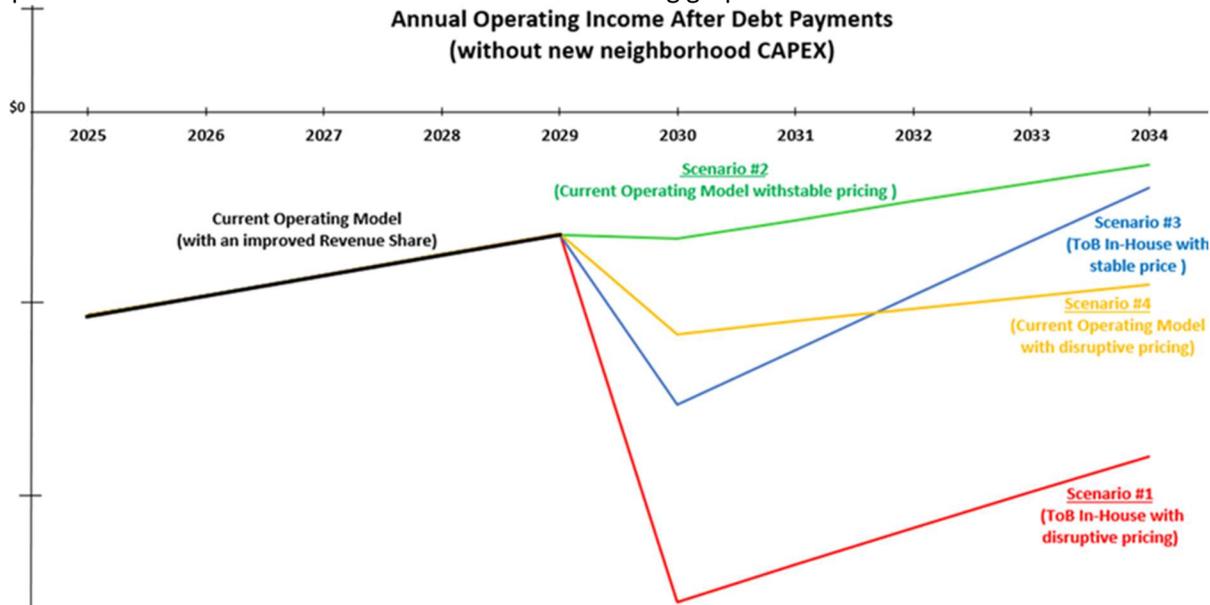
The graph below assumes the Town selects strategic direction #5 in 2025 and executes that strategy for the next five years (black line). All the colored lines assume that the Town continues to spend capital (~\$12 Mil over 10 years) building out the Fiber9600 network to new neighborhoods (+2,500 HP at \$4,000/HP over 10 years). The chart projects the financial results (annual operating income after debt payments) of an additional five years (2030 to 2034) under four future scenarios. The details of the financial analysis are described in Appendix I.



# Breckenridge Fiber Broadband Strategic Plan - Executive Report

The red and blue lines (scenarios #1 & #3) assume the Town exits the Allo contract in 2029 and operates the broadband business using a Town in-house operating model. The two other scenarios (green and yellow lines) assume the Town decides to continue to operate under the 2025 re-negotiated Town/Allo contract for five more years. The blue and green line scenarios show the best results because they assume no additional competition exists (from 2029 to 2034) in the Breckenridge marketplace, so pricing stays high versus a disruptive pricing assumption (red and yellow lines) in those same years. The Town will have negative earnings (after debt payments) for many years under all scenarios.

The Town may decide it does not want to spend any more taxpayer dollars to build fiber broadband services to new neighborhoods (such as “cap” the cumulative Fiber9600 CAPEX spend at the current \$32 Million level). Under a “no new CAPEX” budget assumption (excluding drop CAPEX to connect customers and affordable housing units) for the next ten years results in a **\$5 Mil total 10-year CAPEX** spend level. The financial result is shown in the following graph.



Under the “no new CAPEX” assumption the current operating model (Allo/Town re-negotiated contract) is financially negative for the next five years (black line) and continues negative under all four scenarios (colored lines) for the years 2029 to 2034. This result is due to lower new subscriber counts (and associated revenues) caused by a lack of new neighborhoods in which to sell broadband services.

Choosing the correct 10-year strategy is dependent on the Town’s beliefs regarding the following:

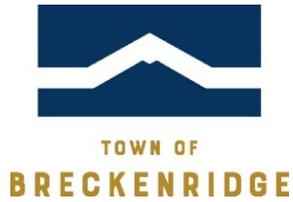
Internal Questions:

- Does the Town want to continue to fund network CAPEX to build to new neighborhoods?
- Is the Town agreeable with continuing the current operating model (Allo partnership) knowing it has limited control over marketing, pricing and terminating the contract?

External Question:

- What does the Town believe the future competitive market conditions will be (duopoly versus new competitive entrants that cause a disruptive pricing environment)?

Deciding which way the Town of Breckenridge should go five to ten years from now is not easy. As the famous philosopher Yogi Berra stated, “its difficult to make predictions, especially about the future”. Whichever way the market evolves, it is important for the Town to create a business environment (and properly answer the above internal questions) where it has control of its destiny and provides optionality for it to take any future strategic direction it desires.



# Memo

To: Town Council  
From: Julia Puester, AICP, Assistant Town Manager  
Date: June 12, 2025 (for June 24, 2025)  
Subject: Childcare Centers Maintenance Proposal

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**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**

For years, supporting working families through programs such as childcare tuition assistance, and location and staff support has been a priority for the Town. The Town continues to look for ways to adapt to the needs of the childcare centers over time. One aspect of assistance, often overlooked, has begun to rise in importance as our centers continue to age, is that of ongoing building maintenance. Staff seek to have the centers come under a uniform maintenance plan, for stability and consistency, featuring both in-kind preventative maintenance checks as well as a set annual maintenance fund amount of \$15K per center. Staff looks for Council direction on the proposed approach.

**Background**

There are four childcare centers to which the Town provides different levels of building maintenance-related support based on the center lease structure. Timberline Learning Center (TLC) and Breckenridge Montessori are housed in Town-owned buildings with a building lease, with the most support. Carriage House and Little Red own their buildings but are on Town-owned land, operating under a land lease with much less regular support.

The childcare centers are aging and could benefit from proactive maintenance. As part of the Town’s long-term commitment to support quality childcare and protect the Town’s investment in these Town-owned or supported buildings, the Town’s Facilities Division is proposing monthly building walk-throughs at all of the centers. This approach would help to identify issues and allow the centers to take preventive measures, thereby avoiding major system failures and other problems. In addition, staff is proposing the Town provide each center with an annual \$15K maintenance fund. The fund would be utilized for an annual HVAC maintenance contract (approx. \$3K) which only one of the centers currently has, in addition to fixing issues in and around the properties as they arise without having to ask the Town for funds or fundraise when needs are immediate.

Staff would also like to explore the creation of a Facilities Fund line item that would be used to assist childcare centers with HVAC and roof replacements as these can be large ticket items that are difficult for centers to fund. If Council supports this concept, which may require seeding the line item with \$300-\$500K, staff will work with the centers to determine the replacement timeline, potential funding level, and other details.

**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**

Staff has met with the four childcare centers and they are excited about and supportive of a potential maintenance agreement. This agreement is viewed as offering some stability to budgetary unknowns and being more proactive with identifying building problems with in-kind monthly walk-throughs.

**Financial Implications**

Maintenance costs have not been well tracked for the centers. Some costs have been absorbed by the centers and some by the Town. Further, regular maintenance has been inconsistent between the four buildings. Our desire is to keep major repair or replacement costs down for the centers by providing a consistent maintenance fund and monthly in-kind building walk-throughs to identify potential problems early on, thereby reducing costs. The total cost, in addition to staff time, is \$60K annually.

If this proposal is acceptable, staff and the center Directors will review quarterly reporting of maintenance invoices for the first few years to determine if the \$15K is the correct fund amount and if there are any unused funds that could be rolled over into a maintenance reserve for when systems need to be replaced. Staff will also meet with the centers as needed to determine if the program is working as intended.

If Council supports a Facilities Fund line item for HVAC and roof replacements, there will likely be a \$300-\$500K initial expenditure to seed the fund, and annual allocations thereafter.

**Equity Lens**

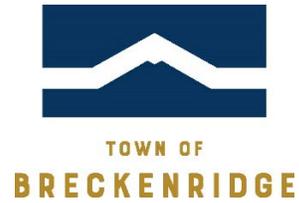
Affordable and accessible childcare allows our local workforce to support their families while their children have quality care in Breckenridge. It has been valued as top community value for many years and most recently confirmed as a top six Council priority at the Council retreat in May. While staff has begun to explore new creative ways to assist with childcare capacity, such as bolstering in-home childcare, continuing to maintain our existing the centers is key to the success of our working families.

**Staff Recommendation**

Staff recommends the Town Council support the childcare maintenance proposal for \$15,000 per center in addition to the in-kind staff maintenance monthly building walk-throughs. Staff will work with the centers to analyze the maintenance amount on a quarterly basis. Should staff find that the maintenance amount needs to be drastically altered, we would inform the Council of our findings and recommendation moving forward.

Staff would like to move forward on exploring the viability of a Facilities Fund line item for HVAC and roof replacements at all four centers. If Council approves further analysis staff will explore options and come back to Council at a future meeting.

If Council supports the maintenance proposal, the Town Attorney will draft a maintenance agreement with the childcare centers for 2026.



# Memo

**To:** Town Council  
**From:** Shannon Smith, Town Engineer  
**Date:** 6/19/2025 (for 6/24/2025 work session)  
**Subject:** Blue River Pathways Update

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## Corridor Structures Project: Pedestrian Bridges & Underpasses Conceptual Design Review

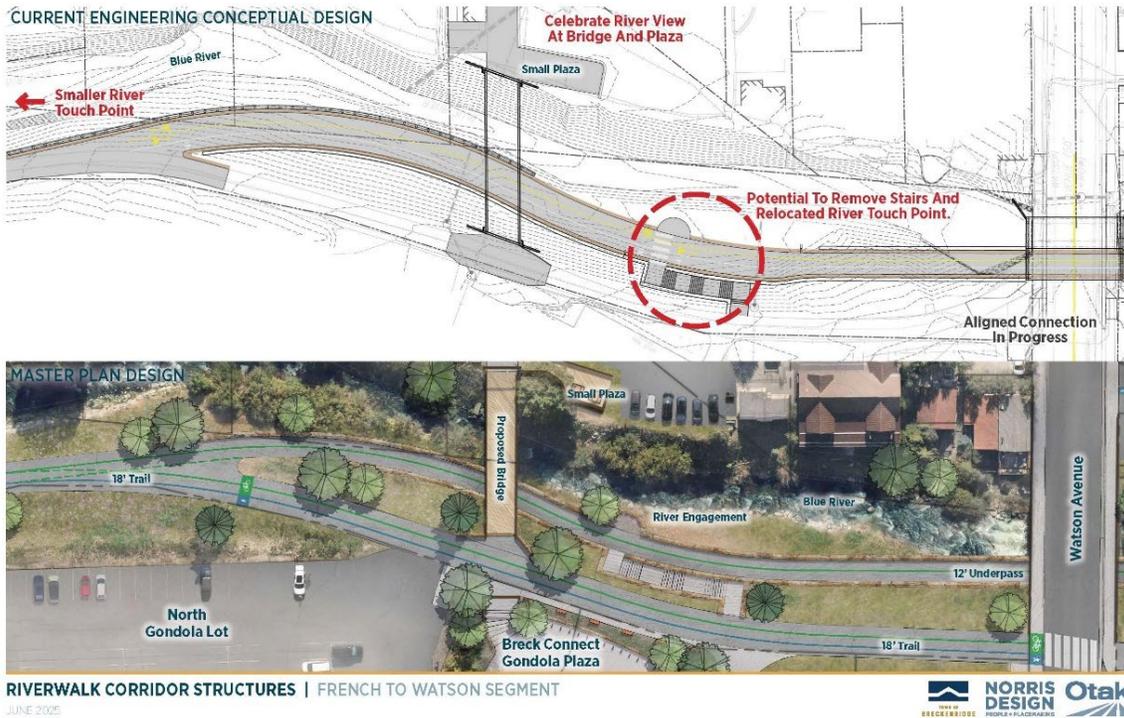
The Blue River Pathways Corridor Structures Project designs the underpasses and bridges for key crossings of the shared-use path in the downtown corridor. Per the Blue River Pathways Master Plan, the crossings being considered are Watson Avenue and Ski Hill Road, the Ice House lot bridge replacement, and an additional pedestrian bridge connecting the Gaymon Cabin to the rec path near the North Gondola Lot. This project is funded through a CDOT Multimodal Transportation and Mitigation Options Fund (MMOF) grant and 50% match in the Capital Fund.

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

Otak, Inc. has been selected as the lead design consultant and has recently completed the draft conceptual plans for the project. At the June 24<sup>th</sup> work session, Norris Design on behalf of the design team, will present an overview of the project progress and updates related to the Blue River Pathways Masterplan ([Link to Master Plan](#)). The presentation slides are attached to this memo for reference. The conceptual design plans bring finer engineering details to the broad-stroke concepts of the master plan and allow for the feasibility and constructability of the underpasses and pedestrian bridges to be studied. Through this initial design phase, we have concluded that some changes to the concepts illustrated in the master plan are recommended.

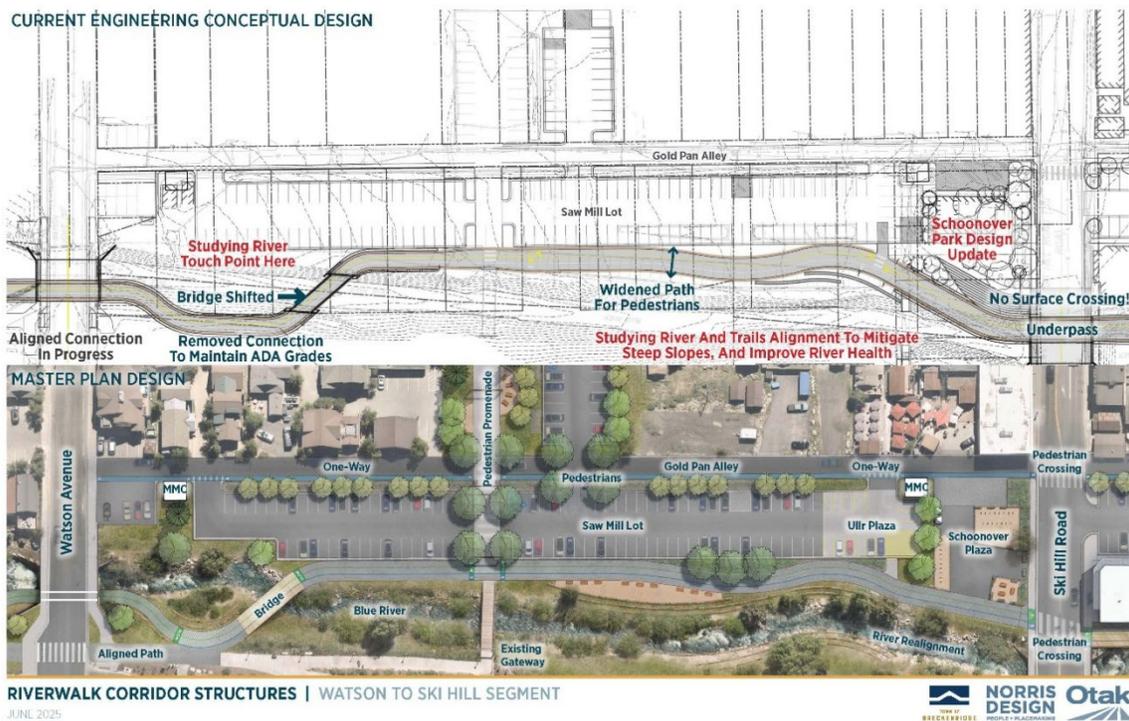
French Street to Watson Avenue: This master plan segment contemplates an underpass at Watson Avenue, a new pedestrian bridge, river engagement locations, and a small plaza adjacent to the new bridge. As shown in the figure below, the design changes recommended for this segment include deletion of the proposed stairs due to cost of construction, the ongoing cost to maintain (especially in winter months), and the potential conflict of pedestrians exiting the stairs onto designated bike route. Relocation of the river engagement point to the south side of the underpass at the Sawmill Lot is also recommended to further reduce user conflicts in this area. The river and view corridor to the west can be emphasized in the small plaza area proposed at the eastern connection point of the new pedestrian bridge.

*Does the Council support the elimination of the stairs and relocation of the river engagement area?*



Watson Avenue to Ski Hill Road: The planned improvements in this segment of the master plan include a new pedestrian/bike bridge and minor realignments of the river for slope stability and river health. Constructed riffles are also being designed to drop the river elevation as required to meet ADA grades for the pathway. Recommended deviations from the master plan in this segment are limited to adding a river touch point at the north end of the Sawmill Lot that capitalizes on the tremendous view corridor to the west.

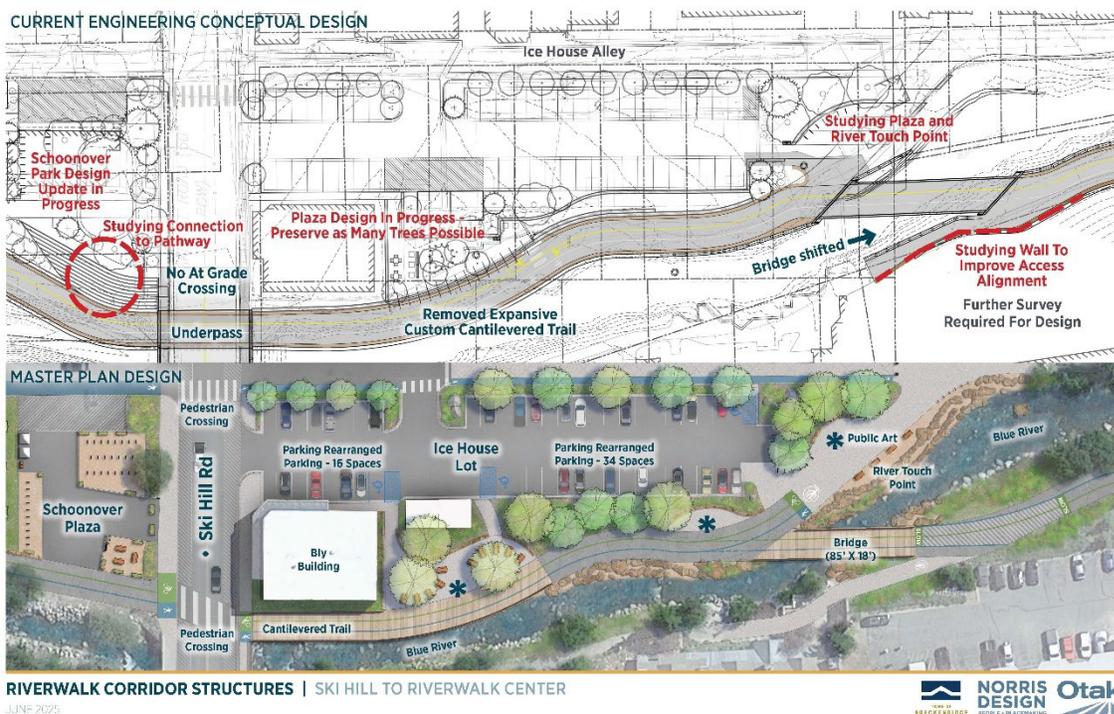
*Does the Council support the relocation of the river engagement area to this segment?*



Ski Hill Road to Riverwalk Center: This master plan segment proposes a cantilevered trail section to accommodate the widened path adjacent to the Bly Building and a new pedestrian bridge to cross the shared-use path to the west side of the Blue River.

The Otak design team has studied the Ski Hill crossing and has determined that an underpass at this location is feasible. An underpass is extremely desirable for this location (rather than the previously proposed cantilevered trail and at-grade crossing) for cost savings, increased safety, user experience, hydraulic control of the river, river engagement and constructability. Staff strongly recommends an underpass at this location. The current at-grade crossing has many traffic and safety concerns due to the limited sight distance, poor user compliance by bikes for stopping prior to crossing Ski Hill Road, and the short distance between the Ski Hill Road crosswalks on this block can exacerbate traffic back-ups during peak times. The design team is studying options for incorporating the grade change between the Schoonover Park plaza and the shared-used path as it emerges from the underpass. A tiered landscape area is being considered at the southern connection point that accommodates passive uses in the plaza, allows for visual connection to the river, and provides connection to the plaza for bikes and pedestrians.

*Does the Council support design of an underpass at the Ski Hill Road crossing?*



RIVERWALK CORRIDOR STRUCTURES | SKI HILL TO RIVERWALK CENTER  
JUNE 2025



# RIVERWALK CORRIDOR STRUCTURES

## CONCEPTUAL DESIGN UPDATE



# PROJECT PURPOSE

- Improve safety, usability and access the Town’s multi-modal network
- Reduce vehicle trips, congestion, and ped/bike/vehicle conflict
- Improve community health through enhancement to recreational trails and amenities

# FUNDING PARTNER

- Project is partially funded by CDOT through Multi-modal Transportation and Mitigation Option Fund Grant
- Design must meet all CDOT and Town design and construction standards which will be beneficial for future grant opportunities



# PROJECT SCHEDULE MILESTONES

2025

2026

Project Milestone	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Project Kick Off	+															
Conceptual Design Submittal				+												
30%/FIR Design Submittal									+							
90%/FOR Design Submittal													+			
100%/Final Design Submittal																+

MASTER PLAN DESIGN

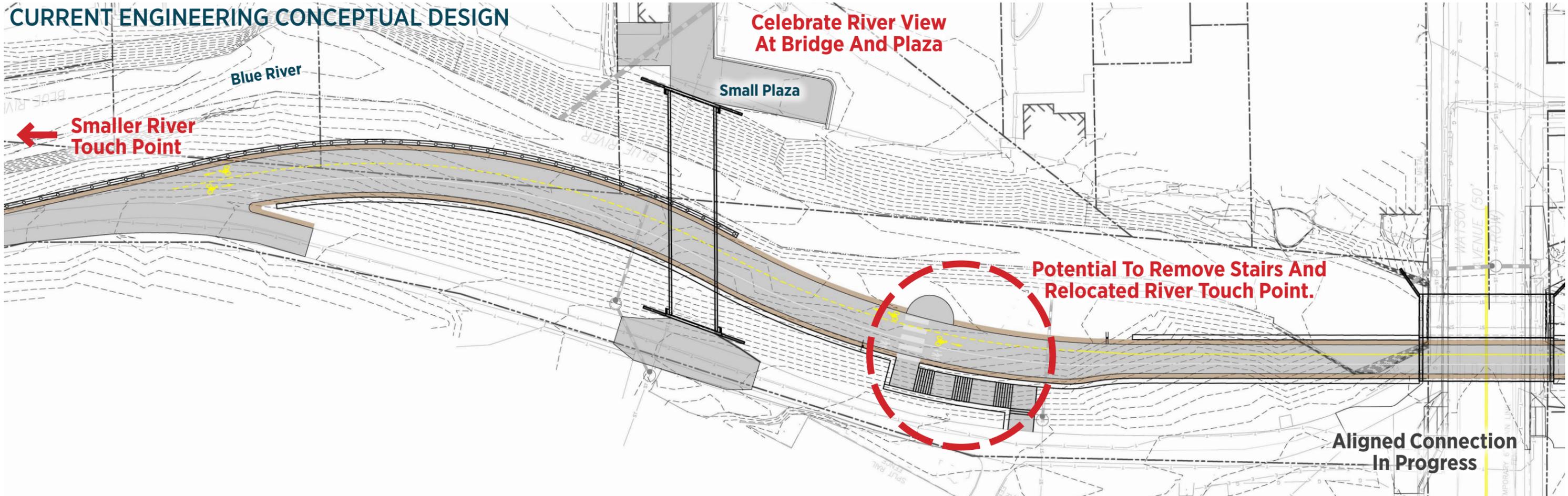


RIVERWALK CORRIDOR STRUCTURES | FRENCH TO WATSON SEGMENT

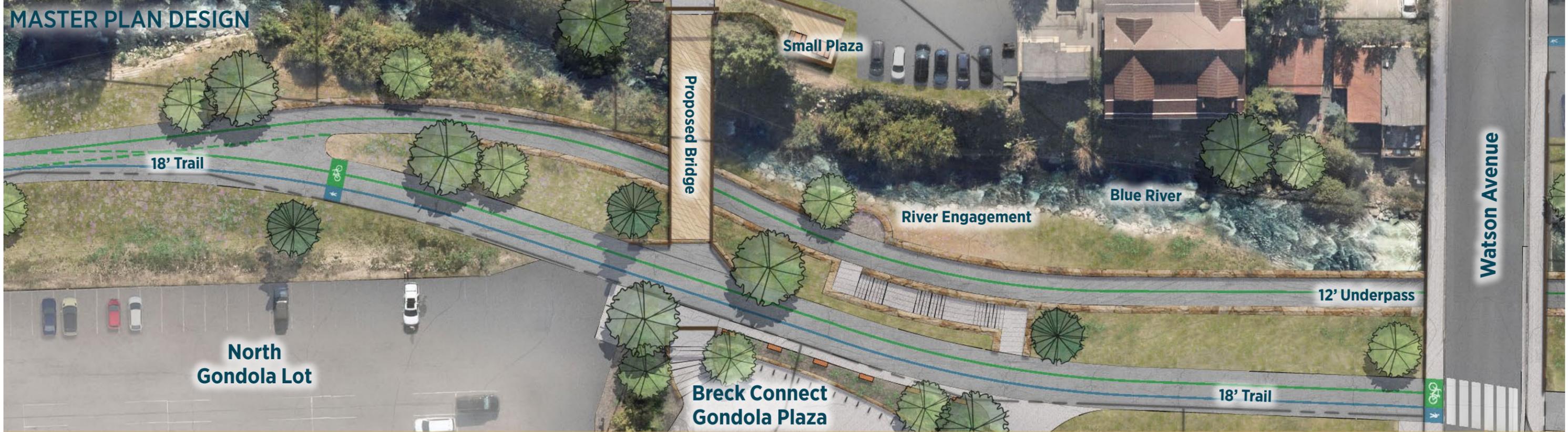
JUNE 2025



# CURRENT ENGINEERING CONCEPTUAL DESIGN



# MASTER PLAN DESIGN



MASTER PLAN DESIGN

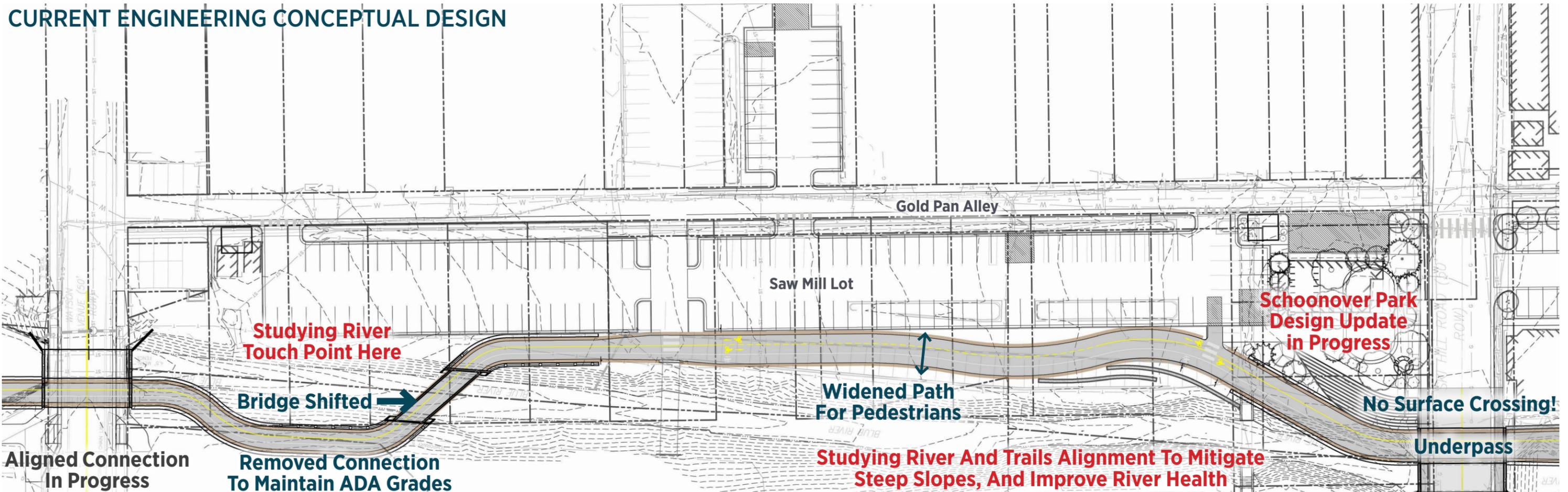


RIVERWALK CORRIDOR STRUCTURES | WATSON TO SKI HILL SEGMENT

JUNE 2025



# CURRENT ENGINEERING CONCEPTUAL DESIGN



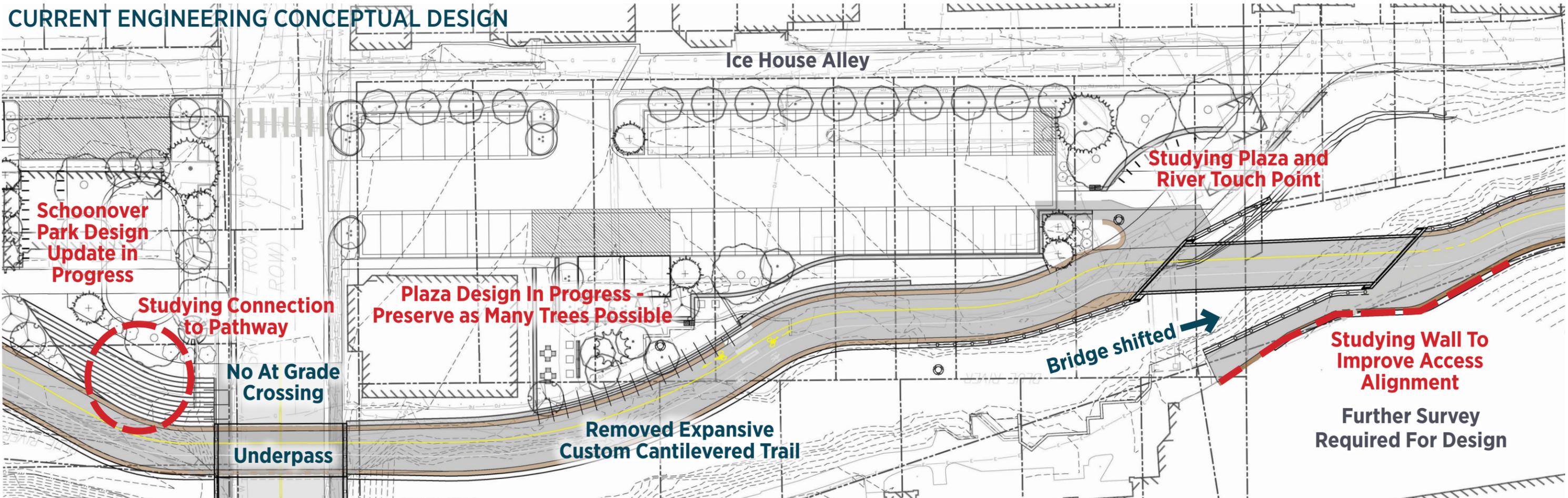
# MASTER PLAN DESIGN



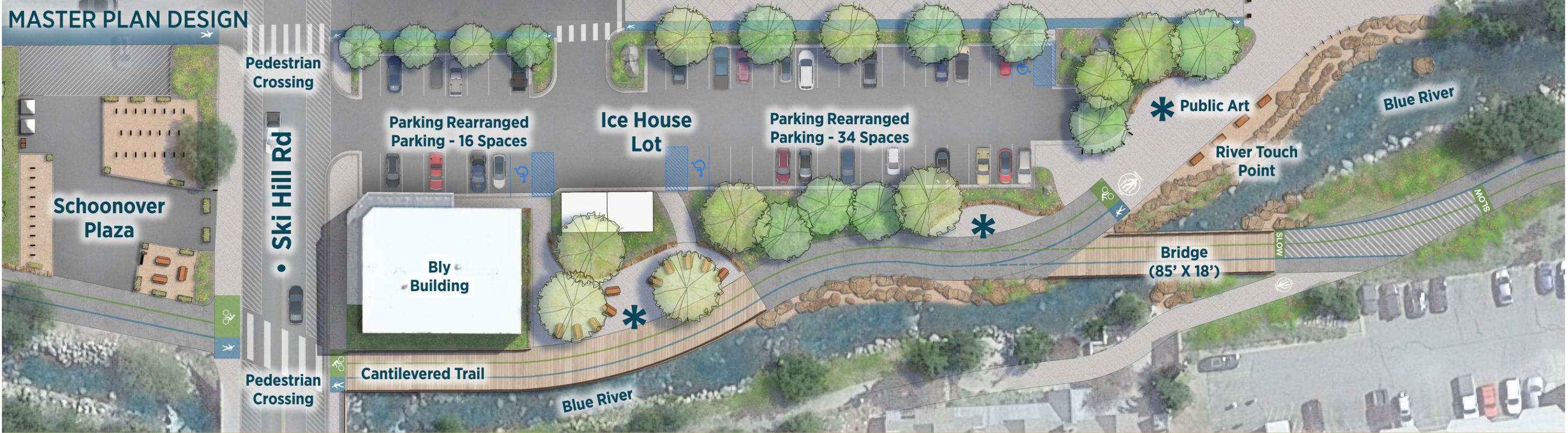
MASTER PLAN DESIGN



# CURRENT ENGINEERING CONCEPTUAL DESIGN



# MASTER PLAN DESIGN



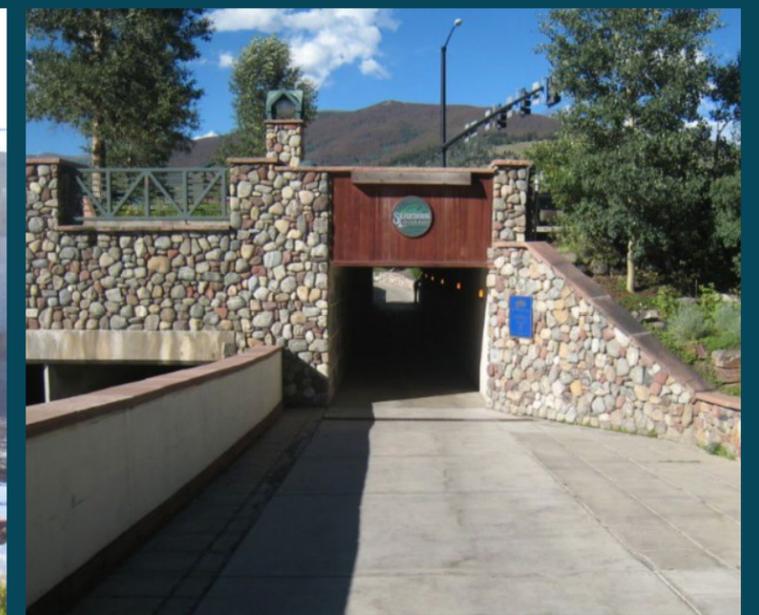
# Questions?



**RIVERWALK CORRIDOR STRUCTURES | CONSTRUCTED RIFFLES**

JUNE 2025





## RIVERWALK CORRIDOR STRUCTURES | BIKE AND PEDESTRIAN UNDERPASS EXAMPLES

JUNE 2025



# Memo

**To:** Town Council  
**From:** Duke Barlow, Open Space & Trails Manager  
**Date:** 6/17/2025 (for 6/24/2025 work session)  
**Subject:** McCain Open Space Plan Discussion

**Town Council Goals** (Check all that apply)

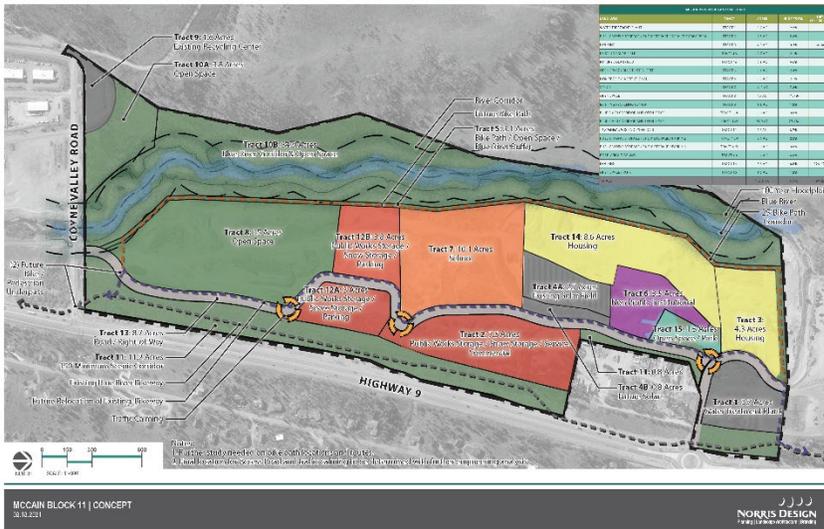
- |  |   |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars         | <input checked="" type="checkbox"/> Leading Environmental Stewardship   |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |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

**Summary**

The Town has awarded the McCain Open Space Design and Management Plan contract to a consulting team comprised of THK Associates (THK), ERO, and CDR Associates. The lead firm, THK, is based out of Greenwood Village, CO. Among the strengths of the team’s project proposal were their experience in natural resource planning, strong emphasis on public engagement, and familiarity with the Town’s Open Space Program and [2023 Open Space Master Plan](#). The term of the contract began on May 5, 2025, and is scheduled to end on December 31, 2025. As part of their contract with the Town, THK will be attending three meetings each with BOSAC and the Breckenridge Town Council (Council), beginning with the June 16 and 24, 2025, BOSAC and Council meetings, respectively. THK will be in attendance on Tuesday to provide introductions, summarize their June 16, 2025, discussion with BOSAC, and to present preliminary site analysis details and concept ideas.

**Background**

The McCain property master plan has undergone multiple revisions since 2000. As a result, in 2021, the Council approved \$115,000 from Open Space funds to purchase an additional 15 acres of the McCain parcel (Tract 8) as shown in the currently adopted McCain Master Plan. Tracts 8 and 10B are the portions of the McCain Parcel subject to this design and management plan. The west side of the Blue River, part of Tract 10B, is intended to be preserved as wildlife habitat and the management plan should prohibit public access to this portion of the open space.



Programming contemplated by staff and BOSAC for these tracts include natural surface and artificially hardened trails for non-motorized recreation designed to withstand seasonal overflow, such as hiking and

biking, formalized river engagement points, paved recreation path realignment, public gathering places, an all-persons trail, prevention of the development of user-created social trails, and an overall emphasis on

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.

connectivity to nearby housing and public lands. However, a robust public engagement process is desired to guide the project objectives.

The Town has made several significant investments in restoring the section of the Blue River that runs through Tract 10B. The first river restoration project on the McCain Parcel was designed and constructed in 2016 and landscaped in 2017. In 2019, that project failed during peak run-off. The river failed to overtop its banks and connect to the floodplain, resulting in severe cutting and erosion of the entire river segment. The Town then hired Ecological Resource Consultants (ERC) to rebuild the failed segment of the river with a natural and dynamic floodplain system that was constructed in 2022. This current river alignment is designed to overtop its



banks during spring runoff every 3-5 years on average, as it did in 2024. Design and management planning need to account for this expected periodic overflow of the Blue River, annual flow through the overflow channel, and the natural migration of the river within the floodplain. ERC is contracted through 2025 for weed mitigation, Army Corps of Engineering monitoring, and minor repairs to the riverbanks.

After THK's completion of the McCain Open Space Design and Management Plan, staff plans to implement recommended design concepts in 2026 and open the property to public access in spring 2027. This timeline aligns with ERC's current revegetation efforts on the parcel.

### **Financial Implications**

The 2025 Open Space and Trails budget includes funding for a planning consultant to support the McCain Parcel project. The Five-Year Capital Improvement Plan includes \$550,000 for estimated implementation costs in 2026.

### **Equity Lens**

Community outreach has been identified as a key component of the design process, with specific emphasis on engaging nearby residents of the property, many of whom may not typically participate in Town or open space planning efforts due to economic or language barriers. Additionally, the flat terrain and central location of the McCain Parcel provide a rare opportunity to provide open space access for all ages and abilities, including those with physical disabilities.

### **Staff Recommendation**

Staff recommends Council take this opportunity to share any questions or comments with THK as they begin work on the McCain Open Space Design and Management Plan.



HISTORIC IMAGERY OF A DREDGE MINING BOAT



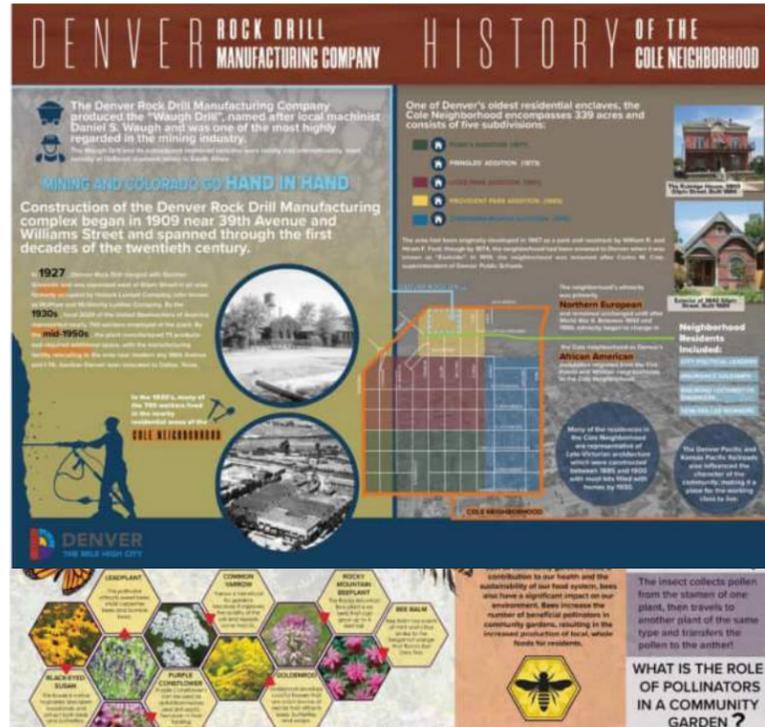
HISTORIC IMAGERY OF MOUNTAIN MINING



LANDSCAPE THAT RELATES TO THE SITE HISTORY



HISTORIC IMAGERY OF A DREDGE MINING OPERATION



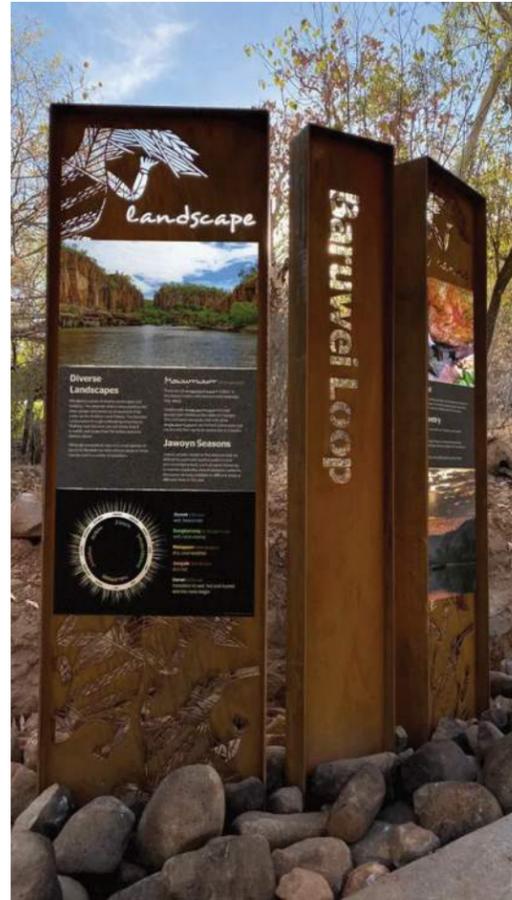
SIGNAGE INFORMING VISITORS OF THE SITE HISTORY



SIGNAGE INFORMING VISITORS OF THE SITE HISTORY



WEATHERED STEEL SIGNAGE - RESILIENT AND LOW IMPACT



TEXTURAL RELIEF SIGNAGE - TACTILE/SENSORY EXPERIENCE



TRAILSIDE INFORMATION SIGNS



3D MODEL - ACCESSIBILITY FOR THE VISUALLY IMPAIRED



BI-LINGUAL INFORMATIVE/EDUCATIONAL SIGNAGE



TRAILSIDE INFORMATIVE AND INSTRUCTIONAL SIGNAGE



INTERPRETIVE & DIRECTIONAL SIGNAGE

06/05/2025



McCain OPEN SPACE





ROCKY MTN. IRIS - *Iris missouriensis*



SACATON GRASS - *Sporobolus wrightii*



WILD BLUE ASTER - *Symphyotrichum laeve*



EXAMPLE OF LANDSCAPING APPROACH



OREGON GRAPE - *Mahonia aquifolium*



COMMON LILAC - *Syringa vulgaris*



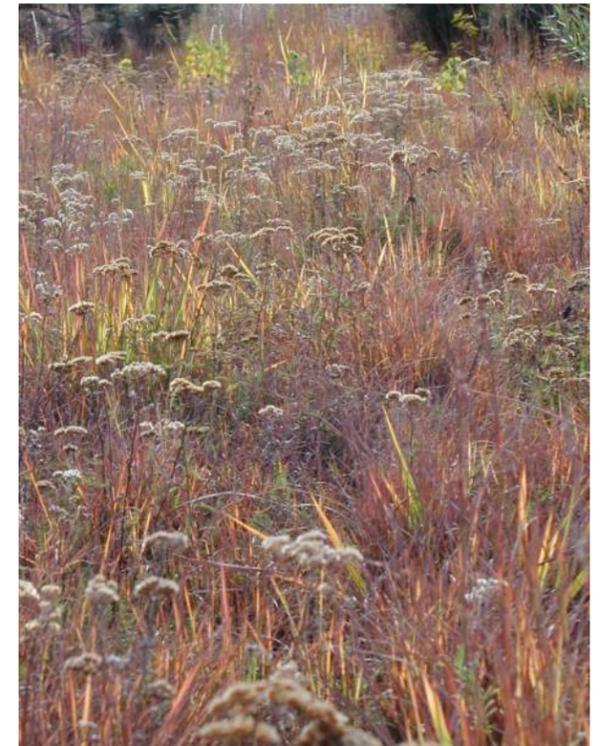
WOOD'S ROSE - *Rosa woodsii*



RE-INTRODUCE POLLINATOR SPECIES



CALIFORNIA POPPY - *Eschscholzia californica*



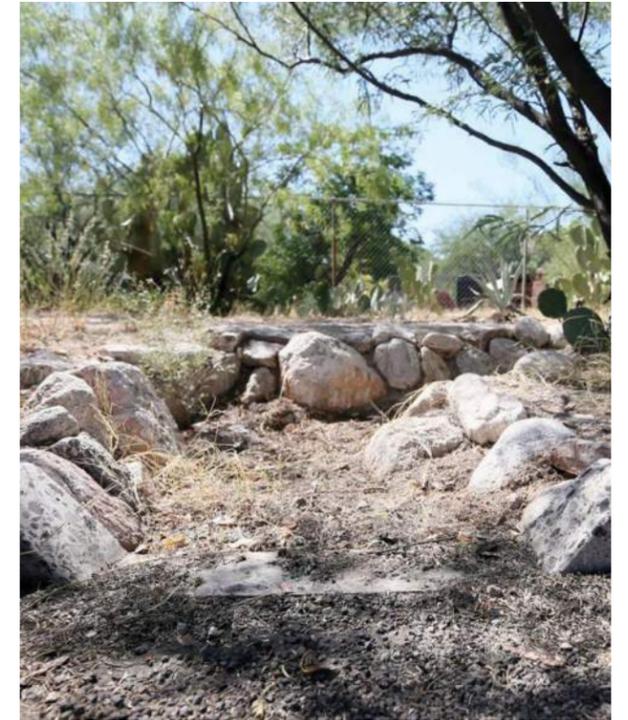
NATIVE GRASS SPECIES & YARROW



LARGE BIOSWALE MADE UP OF NATIVE PLANT MATERIAL



EPHEMERAL WETLANDS MADE UP OF NATIVE GRASSES



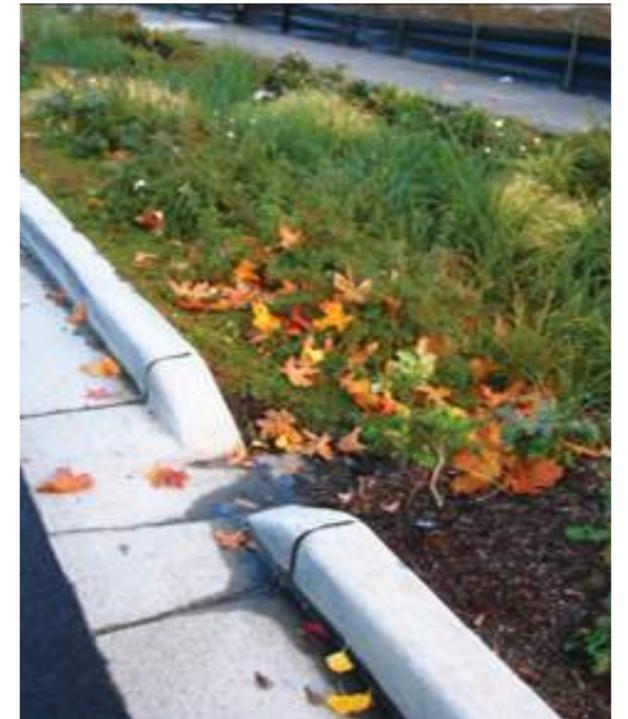
CURB CUT & DRY DRAINAGE CHANNEL



EPHEMERAL WETLANDS MADE UP OF NATIVE PLANT MATERIAL



GIVING WATER A PLACE TO GO - LOWLANDS AND SAND BARS



CURB CUT & BIOSWALE



TRAIL HIERARCHY AND INTENTIONAL OFFSHOOTS



LARGE SWEEPING GESTURES THAT CREATE FOCAL POINTS



SURFACE BOARDWALKS



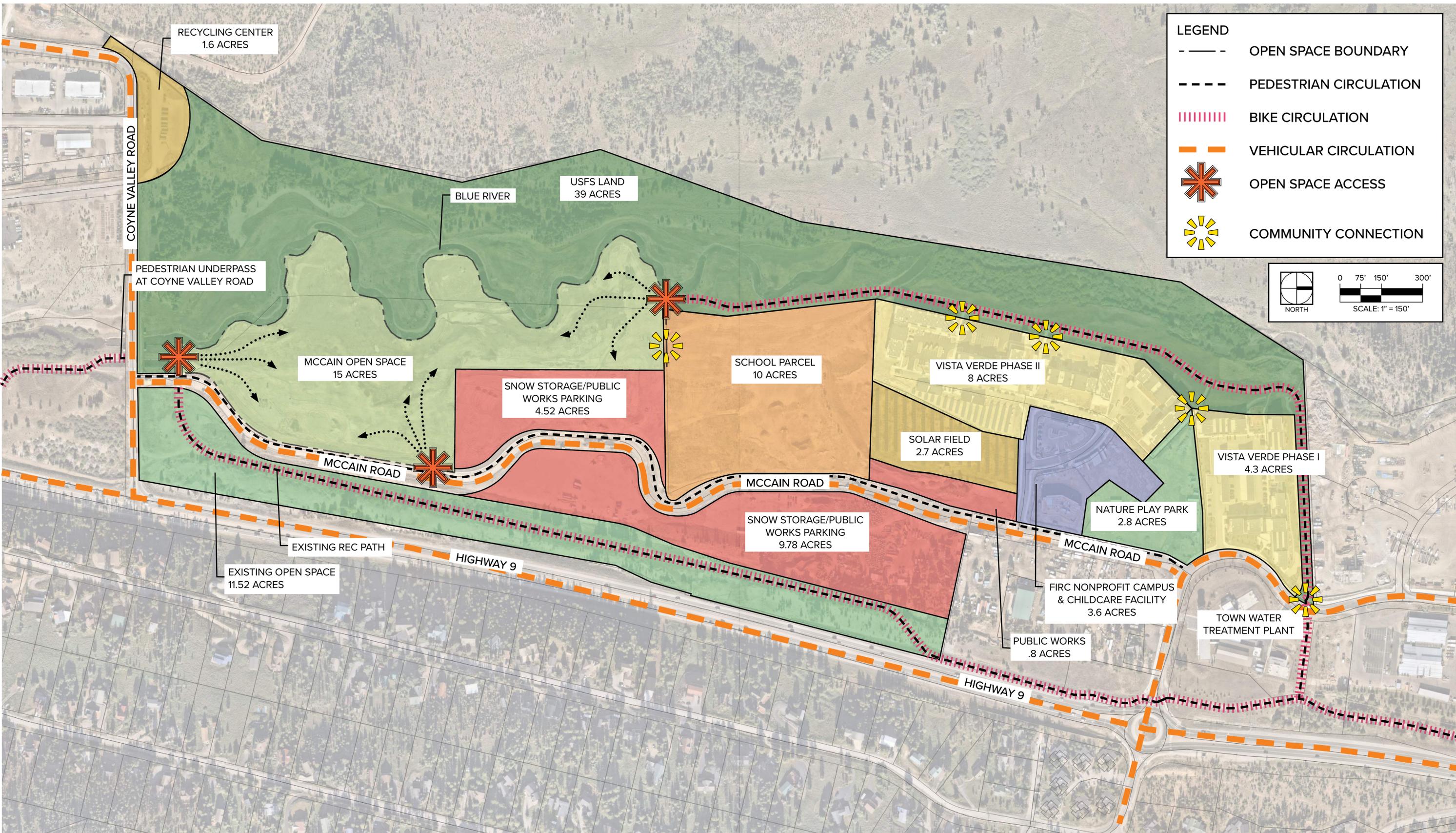
TRAILS ELEVATED ON LANDFORMS



ELEVATED BOARDWALKS ON SUPPORTS WITH AN EDGE



REINFORCED SOFT SURFACE TRAILS

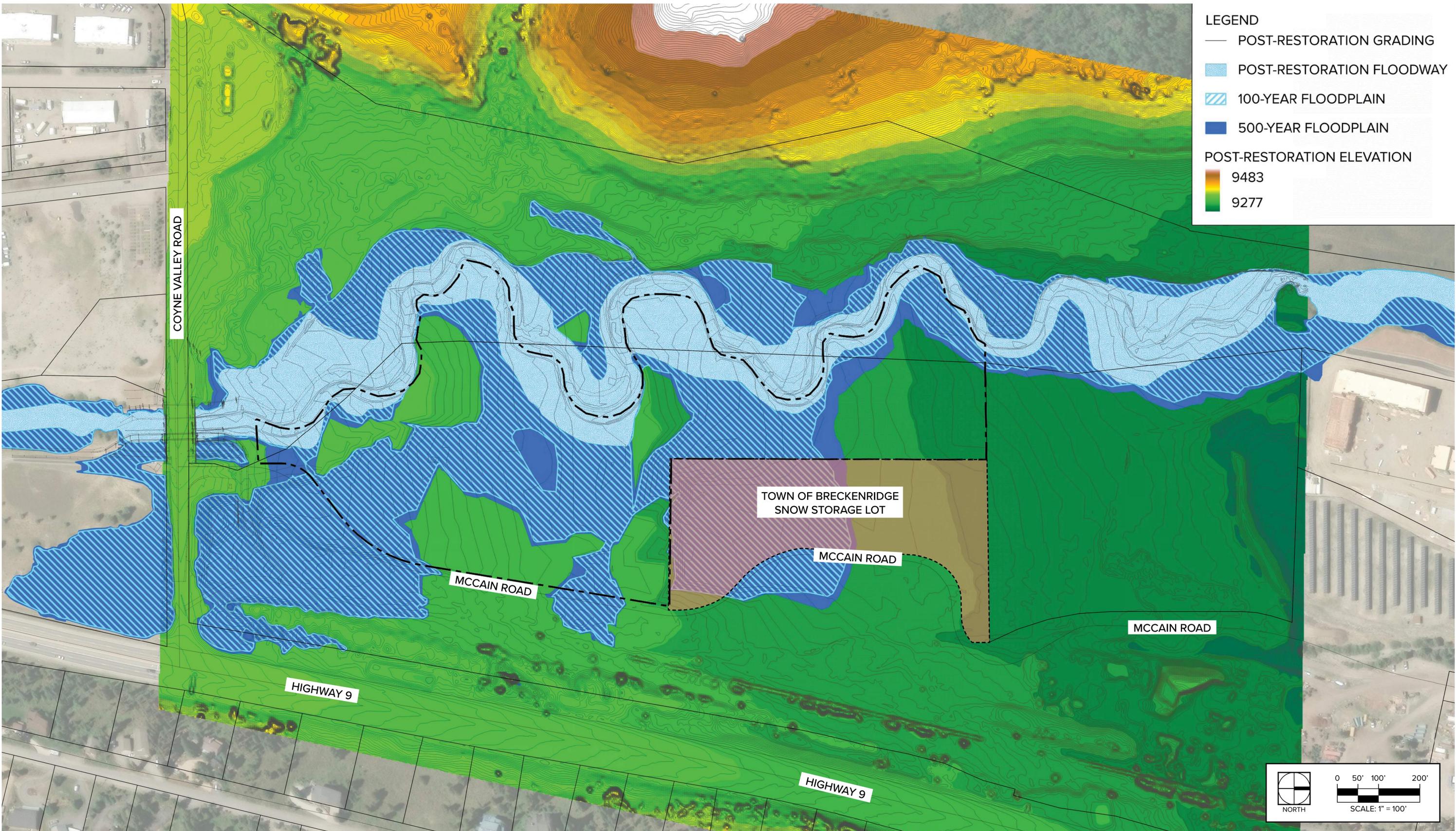


**MCCAIN** OPEN SPACE

**SITE ACCESS & CONTEXT MAP**

06/10/2025





**LEGEND**

- POST-RESTORATION GRADING
- POST-RESTORATION FLOODWAY
- ▨ 100-YEAR FLOODPLAIN
- 500-YEAR FLOODPLAIN

**POST-RESTORATION ELEVATION**

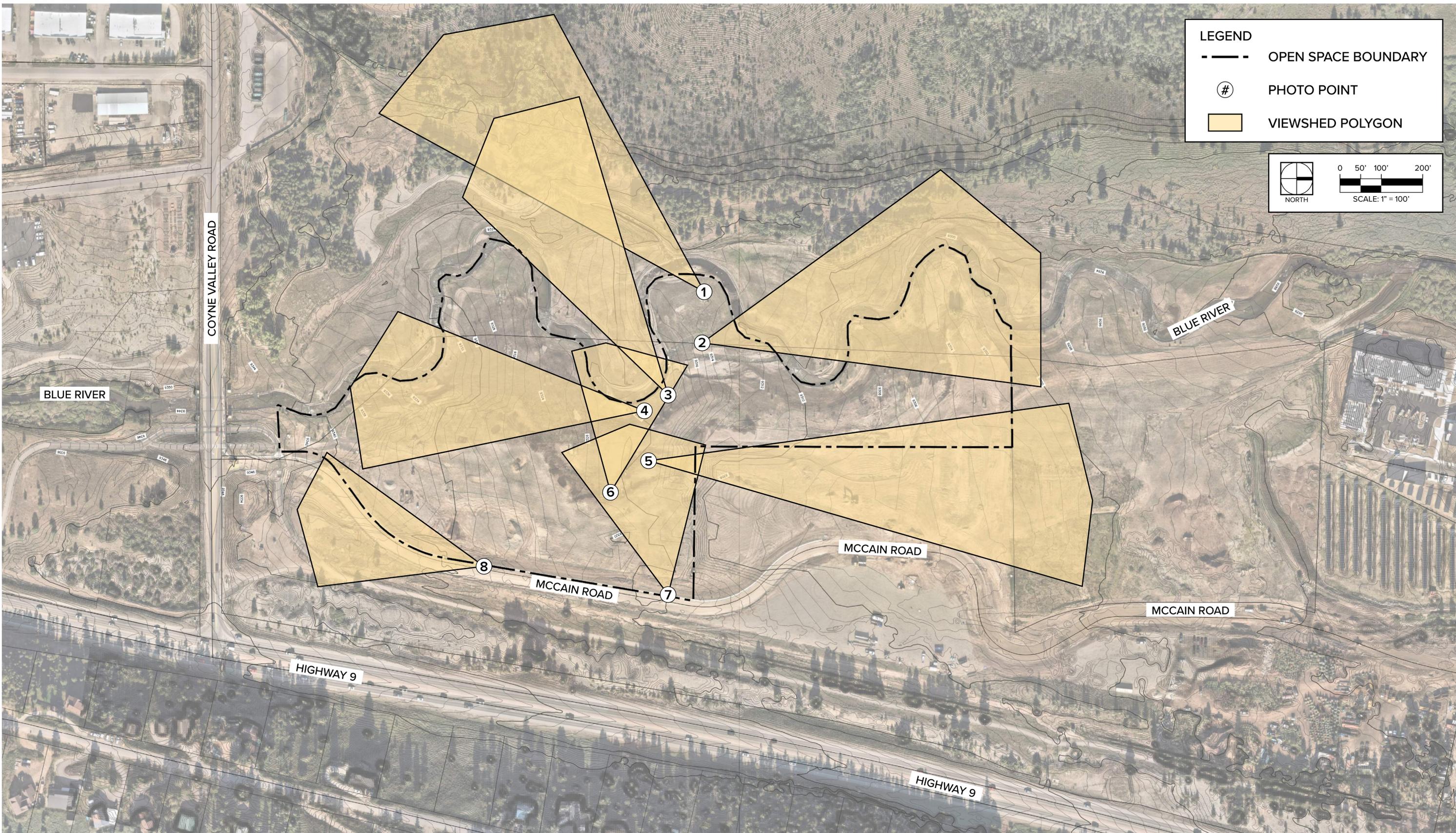
9483

9277

NORTH

0 50' 100' 200'

SCALE: 1" = 100'



**MCCAIN** OPEN SPACE

VISUAL ANALYSIS MAP  
06/10/2025



CDR ASSOCIATES  
COLLABORATIVE DECISION RESOURCES



PHOTO SPOT/VIEW SHED 1



PHOTO SPOT/VIEW SHED 2



PHOTO SPOT/VIEW SHED 3



PHOTO SPOT/VIEW SHED 4



PHOTO SPOT/VIEW SHED 5



PHOTO SPOT/VIEW SHED 6



PHOTO SPOT/VIEW SHED 7



PHOTO SPOT/VIEW SHED 8

**MELISSA BADE**  
MBade@CDRassociates.org



**LAURA HICKEY**  
LHickey@CDRassociates.org



# McCAIN ENGAGEMENT OVERVIEW

	Inform	Consult	Involve	Collaborate	Decide
Who	All Groups	ToB Residents Planning Commission	Neighboring Residents Spanish-Speaking Residents Recreation, Conservation, and Community Interest Groups Neighboring Managers (USFS, CPW)	BOSAC	ToB Community Development Town Council
Why	Provide timely, transparent, and accessible information to support shared understanding of the site, engagement opportunities, and planning progress.	Gather input on community values, priorities, and design preferences.	Ensure impacted and underserved stakeholders are actively engaged throughout the process so their concerns, aspirations, and ideas meaningfully shape outcomes.	Partner with key boards to develop design options grounded in shared goals and site-specific knowledge.  BOSAC supportive recommendation to Town Council.	Incorporate feedback into final planning decisions; prepare town staff and decision-makers to champion long-term stewardship and implementation of Plan.  Open Space Plan approval from Town Council.
How	StoryMap Virtual Progress Updates (see communication tools) Town Events	2x Survey123 (pulse, concept feedback) 1x Planning Commission Proposal	3x community workshops (charette, site tour, open house) 1x USFS & CPW meeting (virtual)	3x BOSAC Presentations & Worksessions	Ongoing Project Team Check-ins and Deliverables to ToB Community Development 3x Town Council Presentations

# McCain Engagement by Phase

## PHASE 1

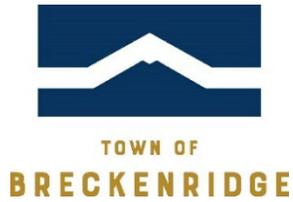
- **June 16** | BOSAC Presentation
- **June 24** | Town Council Presentation
- **July 1 (Tentative)** | Neighborhood & User Charette
- **Ongoing** | Email Introduction, Pulse Survey, StoryMap

## PHASE 2

- **August 18** | BOSAC Presentation
- **September 9** | Town Council Presentation
- **TBD** | Neighborhood & User Site Visit
- **TBD** | USFS & CPW Coordination
- **Ongoing** | Email Update, Concept Feedback Survey, StoryMap

## PHASE 3

- **October 20** | BOSAC Presentation
- **November 4** | Planning Commission Presentation
- **November 11** | Town Council Presentation
- **TBD** | Community Open House
- **Ongoing** | Email Update, StoryMap



# Memo

**To:** Town Council  
**From:** Julia Puester, AICP, Assistant Town Manager  
Shannon Haynes, Town Manager  
**Date:** June 18, 2025 (for June 24, 2025 work session)  
**Subject:** Overflow Skier Parking Location

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**Town Council Goals** (Check all that apply)

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

**Summary**

Staff are proposing the Town Council consider a new location for the overflow skier parking lot on the west side of McCain Access Road. The overflow parking is currently located on Block 11 where the Runway housing project is proposed for construction. The McCain property where overflow parking is proposed is currently owned by the Summit County School District (SSD) and is available for limited Town use, including parking, as part of an Intergovernmental Agreement (IGA) approved by Council on May 27, 2025. The parking area could accommodate up to 500 parking spaces, which meets the requirement of the existing Parking Agreement and Parking Lease between the Town and Vail Resorts (VR). Staff seek direction from the Council on the temporary overflow skier parking location and size proposal.

**Background**

In 2003, the Town entered into both a Parking Agreement and a Parking Lease Agreement with Vail Resorts (VR). The Parking Agreement sets forth the number of winter recreational use parking spaces VR is required to provide, as well as the number of parking spaces (500) the Town would lease to VR on Block 11 to reach a total of 2,500 spaces. The Parking Lease then sets the lease terms for a portion of the Town-owned Block 11 property for the winter seasonal parking of 500 vehicles. The term of this agreement is in perpetuity and allows the Town to substitute another piece of property for parking, provided it meets the needs of both the ski area and the Town, as well as reducing the number of available spaces if the Town moves to make site improvements. It is preferred that all the parking is provided in one location.

The Town recently approved the Phase 1 horizontal infrastructure construction for the Runway workforce housing development to be built on the Block 11 parcel. Infrastructure work will begin this summer which requires closing off access to Block 11 from Airport Road via Fraction Road. Though the Parking Agreement and Parking Lease only require the Town to provide 500 spaces, the Block 11 parcel has previously allowed for parking up to 1,100 vehicles on the busiest of days (i.e., Snow Sculpture weekend(s)), with additional overflow at Colorado Mountain College (CMC). Although the ski area is working on an agreement with CMC to provide additional overflow parking (approx. 240 spaces), the loss of parking will equate to about 360 spaces if the Town provides 500 spots on McCain, or 510 spots if the Town provides 350 spaces on McCain.

Since the July 2024 Council decision to move overflow skier parking to the McCain parcel, staff have evaluated site options including a site planning exercise with Norris Design for Tract 12A on the east side of McCain Road

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which is large enough for 350 parking spaces, and an evaluation of the SSD parcel, Tract 7 that can accommodate up to 500 spaces. The ski area has requested the total number of available overflow spaces remain at 500. Staff believe the ski area could reduce the number of overflow parking spaces below the 500 required in the existing agreement based on parking count numbers that have been monitored over time. The Town believes that in the long term, 350 spaces could provide adequate parking for the ski area based on past monitoring, which would reduce the visual impact of 500 spaces as well as the vehicle trips to/from the site.

The long-term plan for the SSD property is for the Town to own the Tract after the Town and School District agreement has been fulfilled regarding the Runway housing development housing unit conveyances. The benefit of utilizing Tract 7 for overflow parking is that it will allow for 500 spaces, that could be reduced over time, and allow for Public Works to utilize Tract 12A for storage and other Public Works uses which would otherwise be more visible on another Tract, such as Tract 7, year-round whereas the skier parking is a seasonal use only with fewer visual impacts.

Staff are currently working with VR on a revised Parking Agreement that will include an analysis of the existing available spaces, how spaces are being utilized, and what is necessary and should be required going forward. A revision to the existing agreement will also necessitate a review of all current agreements referencing parking, including the South Gondola lease agreement.

#### **Public outreach/engagement**

There has been no public outreach with this new proposal. Should Council support moving forward with this site for overflow parking, staff can outreach to the surrounding neighborhoods with an open house as appropriate.

#### **Financial Implications**

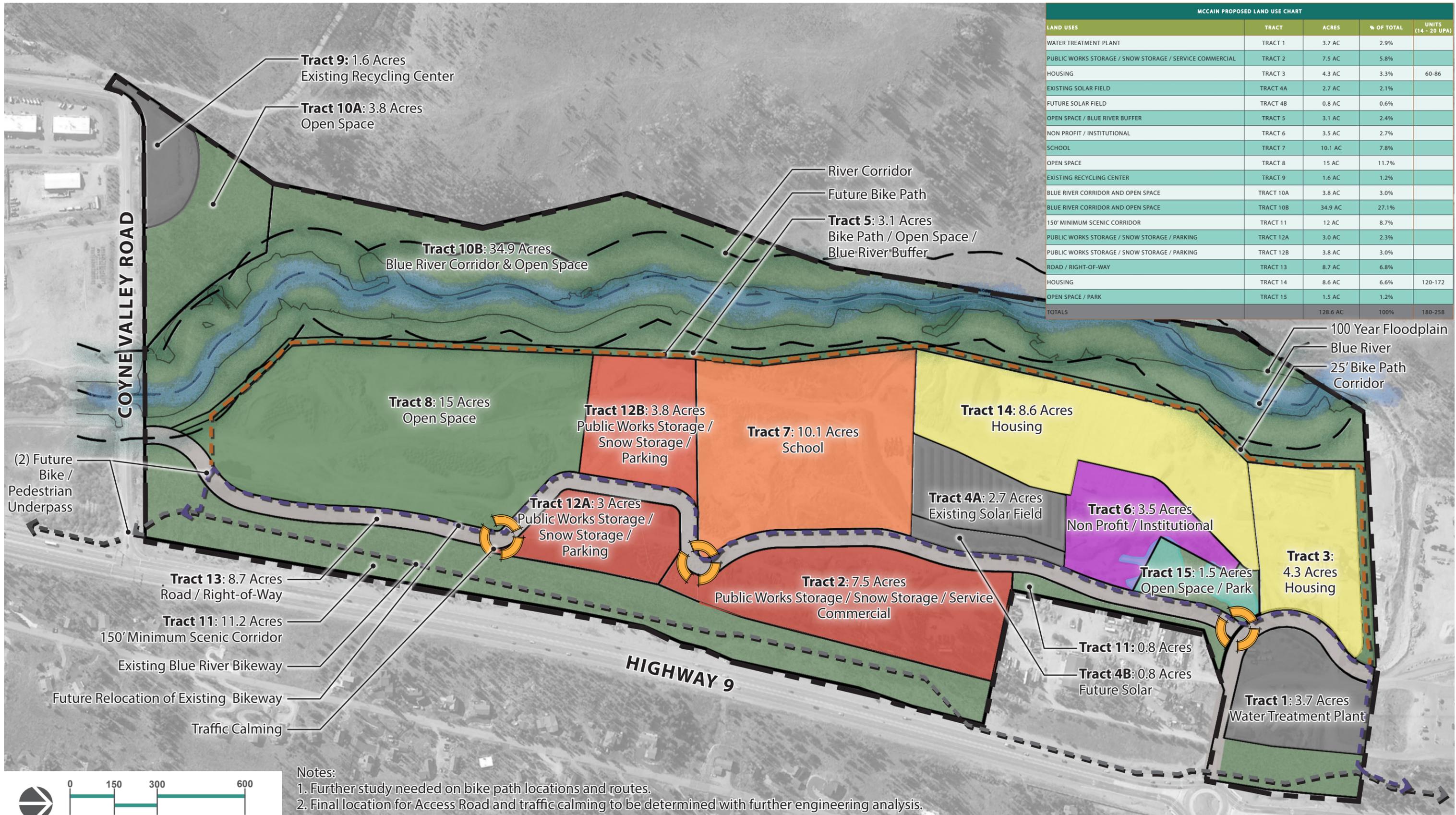
The preliminary estimate to improve the overflow parking lot on Tract 7 is \$313K. Staff will work to refine this with the contractor should the proposal move forward.

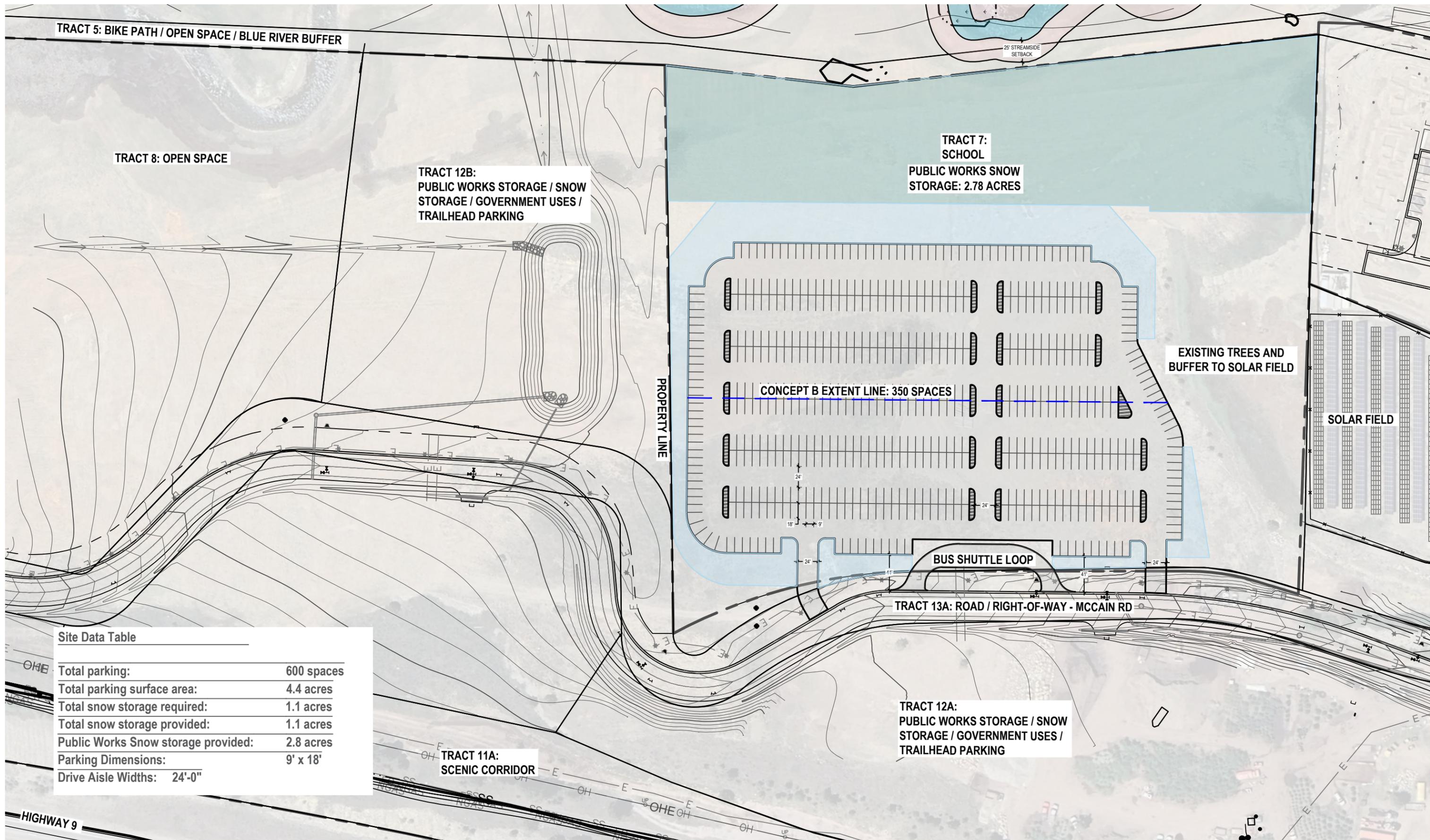
#### **Equity Lens**

The overflow parking area is intended for free parking for skiers. This provides some cost relief and benefit to the local community and visitors to an otherwise expensive sport.

#### **Staff Recommendation**

Staff realize that siting 500 parking spaces is difficult and believes that providing the parking on McCain is appropriate. Tract 7 allows for 500 spaces on one site which makes it convenient for the visitor and transit system. Therefore, staff recommends the Council direct staff to move forward with moving the overflow parking to Tract 7.





**Site Data Table**

Total parking:	600 spaces
Total parking surface area:	4.4 acres
Total snow storage required:	1.1 acres
Total snow storage provided:	1.1 acres
Public Works Snow storage provided:	2.8 acres
Parking Dimensions:	9' x 18'
Drive Aisle Widths:	24'-0"

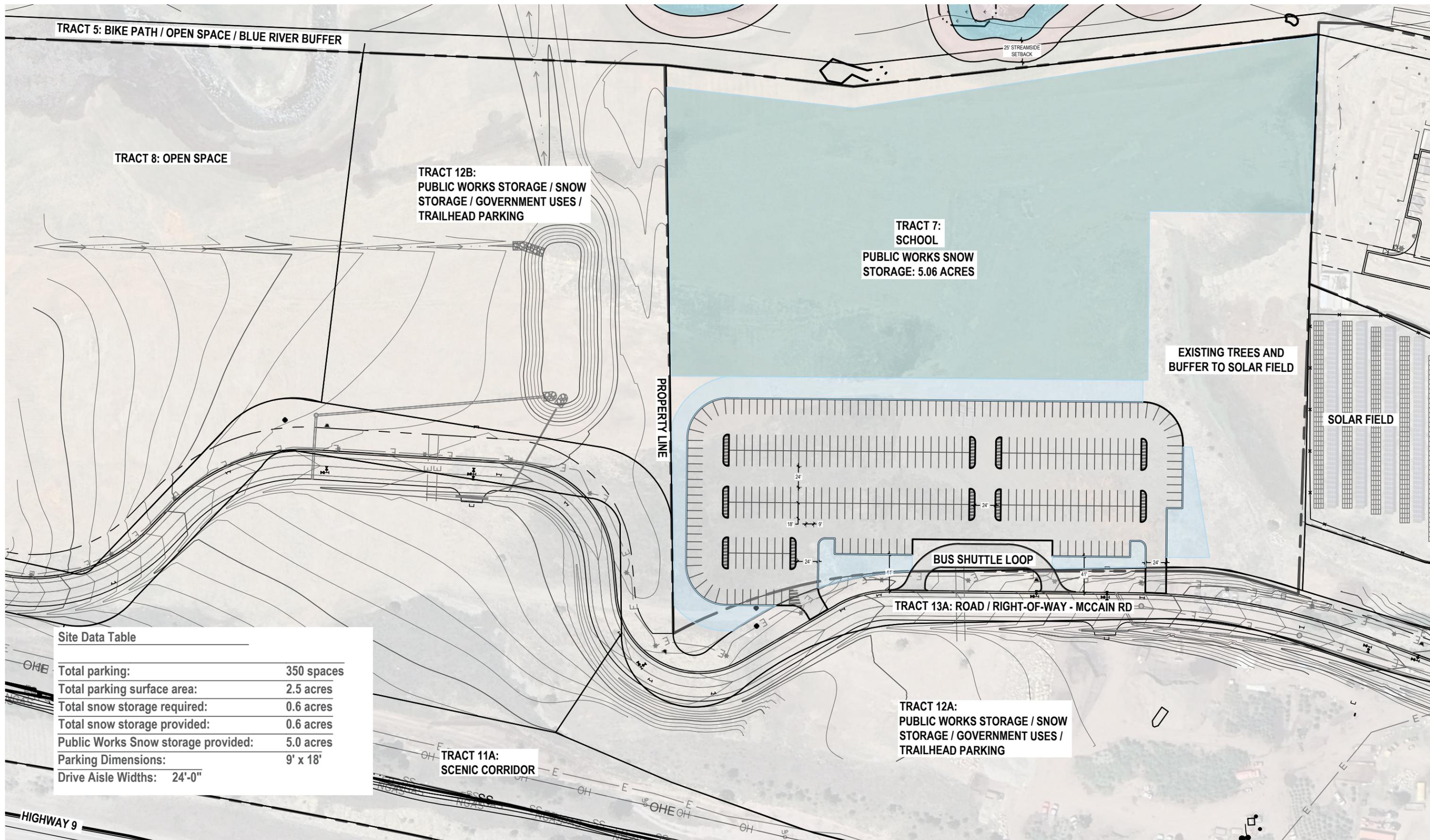
Plan is conceptual and subject to change.



NORTH



SCALE: 1" = 100'



**Site Data Table**

Total parking:	350 spaces
Total parking surface area:	2.5 acres
Total snow storage required:	0.6 acres
Total snow storage provided:	0.6 acres
Public Works Snow storage provided:	5.0 acres
Parking Dimensions:	9' x 18'
Drive Aisle Widths:	24'-0"

Plan is conceptual and subject to change.