TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, December 10, 2024, 3:00 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/89399585036 (Telephone: 1-719-359-4580; Webinar ID: 893 9958 5036).

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. PLANNING COMMISSION DECISIONS (2:00-2:05PM)

PLANNING COMMISSION DECISIONS

II. LEGISLATIVE REVIEW (2:05-2:20PM)

ORDINANCE APPROVING FOUR LEASES FOR THE COMMUNITY CENTER (BGVCC) (SECOND READING)

ORDINANCE APPROVING GAYMON CABIN LEASE FOR SCTC (FIRST READING)

2024 BUDGET APPROPRIATION

III. MANAGERS REPORT (2:20-3:00PM)

PUBLIC PROJECTS UPDATE

MOBILITY UPDATE

SUSTAINABILITY UPDATE

HOUSING UPDATE

OPEN SPACE UPDATE

COMMITTEE REPORTS

FINANCIALS

BRECKENRIDGE EVENTS COMMITTEE

HUMAN RESOURCES UPDATE

IV. SPEAKER MCCLUSKIE AND SENATOR ROBERTS UPDATE (3:00-4:00PM)

V. OTHER (4:00-4:30PM)

BALLFIELD PAVILION UPDATE

DEBT INCOME STATEMENT DISCUSSION

ENGINEERING STANDARDS RULES AND REGULATIONS UPDATE

VI. PLANNING MATTERS (4:30-5:45PM)

WORKFORCE HOUSING BUILDING HEIGHT

RUNWAY DISCUSSION - UNIT TYPES AND ADUS

EMPLOYEE GENERATION

VII. EXECUTIVE SESSION - TOWN MANAGER REVIEW (5:45-6:15PM)

Memo

TOWN OF BRECKENRIDGE

To: Breckenridge Town Council Members

From: Mark Truckey, Director of Community Development

Date: December 4, 2024

Subject: Planning Commission Decisions of the December 3, 2024 Meeting

---

DECISIONS FROM THE PLANNING COMMISSION MEETING, December 3, 2024:

CLASS A APPLICATIONS:
1. Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, 535 S. Park Avenue, PL-2024-0445
A proposal to re-skin the Peak 9 Inn, realign an exterior staircase, and create a new trash enclosure. The VAB HOA also requests a variance from the required setback to place the new trash enclosure area abutting the property line. *Approved, see second memo.*

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

TOWN OF BRECKENRIDGE

To: Breckenridge Town Council

From: Ellie Muncy, Planner I

Date: December 4, 2024 (For December 10, 2024 Meeting)

Subject: Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, 535 South Park Ave; PL-2024-0445

A Combined Hearing for the Peak 9 Inn Renovation located at 535 South Park Ave was held by the Planning Commission on December 3, 2024. The application proposes to re-skin the Peak 9 Inn, realign an exterior staircase, and create a new trash enclosure area. The Village at Breckenridge HOA also requests a variance from the required setback to place the new trash enclosure area abutting the property line. The Commission supported the variance from the required 10' front yard, northern setback. The Commission supported the variance because the building is already not meeting the 10' setback, and the creation of the new trash enclosure area allows the eight buildings in the area to have a shared waste collection facility that complies with code section 5-6-12 regarding locating recycling.

The Commission found the application, with the approval of the setback variance, complied with all Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The development permit and variance was approved by a 7-0 vote of the Commission.

Link to Peak 9 Inn Staff Report.

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

NOT TO SCALE

Breckenridge South

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

Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, 535 S. Park Avenue

Airport Rd
Corkscrew Dr
Reilling Rd
Sheppard Cir
Rachel Ln
Locals Ln
Union Trl
Peerless Dr
Woods Dr
Park Ave N
Luisa Dr
Gold Flake Ter N
Royal Tiger Rd
Windwood Cir
Watson Ave
Main St N
French St N
Briar Rose Ln
Wellington Rd
Pine St N
Campion Trl
Stables Dr
Grey Ln
Wolf Lyon Rd
French Gulch Rd
Sisler Green
Bridge St
Logan Dr
Settlers Dr
Ski Hill Rd
Christie Ln
Highwood Cir
Grandview Dr
Beavers Dr
Lomax Dr
Boulder Cir
Sawmill Rd
Lincoln Ave
High St N
Harris St S
High St S
Pine St S
Adams Ave E
Ridge St S
French St S
Main St S
Park Ave S
Four Oclock Rd
SCR 708
SCR 709
Timber Trail Rd
Peak Eight Rd
Cliff Ct
Bluff Ct
Kings Crown Rd
Village Rd
Peak Nine Rd
Columbine Rd
Snowberry Ln
Carter Dr
Hermit Dr
Sunbeam Dr
Klack Rd
Boreas Pass Rd
Hwy 9
Brookside Ln
Bright Hope Dr
Broken Lance Dr
Amber Ct
White Cloud Dr
Gold King Way
Red Feather Rd
Tomahawk Ln
Riverwood Dr

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 November 19, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA
With no changes, the December 3, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

COMBINED HEARINGS:
1. Peak 9 Inn Renovation, Trash Enclosure, and Variance Request (EM), 535 S. Park Avenue, PL-2024-0445
Ms. Muncy presented a proposal to remodel the Peak 9 Inn exterior, realign an exterior staircase, and create a new trash enclosure area. The Village at Breckenridge (VAB) HOA also requested a variance from the required setback to place the new trash enclosure area abutting the property line.

Commissioner Questions / Comments:

Ms. Gort: How does the traffic back in for loading and unloading? (Ms. Muncy: The applicant can speak to the pickup schedule. Part of this project is intended to better the circulation in the area by moving the existing paving around to allow vehicles to back off of Park Avenue instead of on Park Avenue.

Mr. Smith: Moving the trash enclosure is a win since that is a busy area.

Ms. Propper: Can you show me which lighting will be replaced and which will not? (Ms. Muncy: The five light fixtures on the left or west side of the main pedestrian access ramp would be removed. The two fixtures that will be replaced are located at the end of the ramp. The applicant may propose a new ramp plan and additional lighting fixtures in the future.) I'm concerned that removing five lights will impact pedestrian safety. (Ms. Muncy: They are keeping other lamps and soffit lighting that provide lighting in the area.) (Mr. Guerra: Those five lights are on the upper level deck.) I'm okay with that since it's above and not below.

Mr. Giller: Where are we on the mountain scene window graphics? (Ms. Muncy: That is not a proposed change as part of this project since it relates to an individual tenant.)

Chris Juergens of VMDA Architects was present and offered to answer questions.

Jake Bevenour, Village of Breckenridge Operations Manager: Typically, the trash and recycling comes on alternating schedules in the mornings.

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

Mr. Leas: Please elaborate on the phasing.

Mr. Juergens: The façade is scheduled for 2025, ideally starting before June or July, and the trash and stair area remodel will be in 2026.
Mr. Truckey: The mountain graphics do not have advertising and staff determined that it was acceptable since there was no overt advertising and screens back of house operations.

Nathan Nosari, Village at Breckenridge, HOA Executive: Behind the mountain graphics decal is back-of-the-house operations for the ski shop. It's really better to have screening there rather than looking into a ski rack.

Mr. Leas: That issue regarding window signage and art displays has not had any movement since the work session, is that correct?
Mr. Truckey: That is correct.
Mr. Frechter: It took me a while to figure out the enclosure, so an elevation in the submittal would have been nice.
Ms. Gort: It's going to be nice to update the exterior and the waste consolidation is good.
Mr. Smith: The trash relocation makes it more functional and moves toward our sustainability goals.
Ms. Propper: The reskinning is more attractive, and I agree that consolidating the trash makes a lot of sense.
Mr. Giller: I agree with the other Commissioner comments.
Mr. Leas: It's always good to see an update of an existing building and we appreciate the investment.
Mr. Guerra: The reskinning and the trash enclosure is great and the change to the staircase is also great.

Ms. Propper made a motion to approve the Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, seconded by Ms. Gort. The motion was approved 7 to 0.

PRELIMINARY HEARINGS:
1. BGV Parcel 2 Workforce Housing and Parking Lot Improvements (SVC), 415 North Park Avenue; PL-2024-0422
Ms. Crump presented a Breckenridge Grand Vacations proposal to develop eight 6-bedroom employee housing apartment units on the North Gold Rush Lot, described as Parcel 2 in the approved development agreement between the Town and BGV. The proposal includes a single building with parking underneath and improvements to the existing overflow skier parking lot. The development will feature resident storage rooms, an integrated trash enclosure, shared overflow skier parking, and detention pond. The following specific questions were asked of the Commission:

1. Drainage: Does the Commission agree that one positive (+1) point is warranted for providing a visually attractive detention pond with native vegetation?
2. Structure Placement: Does the Commission agree that the structure placement as proposed meets the intention of the master plan and development agreement?
3. Landscaping: Does the Commission agree that the proposed landscaping plan and tree buffer retention meets the requirements of the concept plan found within the development agreement?
4. Point Analysis: Does the Commission agree with the preliminary point analysis as recommended by staff?
5. Additional Comments: Does the Commission have any additional questions or comments on the proposed development?

Commissioner Questions / Comments:
Mr. Leas: What does it mean to, "seek to provide a residential feel within the parameters of that building," as written in the staff report? (Ms. Crump: That language was written into

the Master Plan, and staff interprets that to mean providing a high quality of living in the context of a modular building. This is an apartment building in a parking lot, but that is what was approved through the Development Agreement.) (Mr. Kulick: The applicants wanted to use modular construction for efficiency and the development agreement allows construction. The Council wanted some assurance that the building would look decent, and not a series of stacked modular structures. What is proposed reflects what the Council wanted to see versus something that was very obvious that it was manufactured and cobbled together.) Where is the requirement that there be 400 parking spaces in the Gondola Lot in the Development Agreement? (Ms. Crump read the relevant excerpt of the Development Agreement from Section 6.2(b).) They're increasing the amount of space for parking. (Ms. Crump: But they are losing all of the parking by developing Parcel 3 to the south and additional parking here is needed to meet the parking agreement requirements.) (Mr. Kulick: The original parking agreement between the Ski Area and Town came from 2003 and prescribed the total number of spaces. Mr. Kulick listed the other relevant parking areas affected by this overall parking agreement.) Who removes the snow from the lot? (Ms. Crump: It's my understanding that the resort has a private contractor for snow removal.) What is a push-button crossing? (Ms. Crump: An example is at Airport Road in front of Pinewood Village, where you can push a button and the crosswalk flashes.) (Mr. Kulick gave additional examples of push-button crossings.) What is the electric shuttle capacity? (Ms. Crump: It's a shuttle with capacity similar to a small bus meant to escort more than 10 people. Also, the overflow lots are only fully utilized on high-traffic days; 15 or fewer days per year.) Does the bus not get used when the lot is not used? (Ms. Crump: The applicant can specify but they have stated they desire to use it in other situations on other properties when it's not in use here.)

Mr. Giller: How would we expect someone to get out of the two dead-end portions of the lot when the lot is full? And are the accessible spots for the shuttle or the apartment? (Ms. Crump identified the different accessible parking spots for the shuttle and apartment.) What other site locations were considered for this building? (Mr. Kulick: There were a lot of proposal locations, including closer to Park Avenue and tucked into the hillside, until we got to this site, which is a much smaller building footprint. Other iterations required parking structures on the site or nearby. The goal was to have a nominally sized employee housing structure while keeping the parking numbers without having to build a parking structure, which Council thought would be a detraction for the community.)

Ms. Propper: Is the 415 spaces in addition to the ones under the building? (Ms. Crump: That number includes those spaces. Theoretically the ones beneath the building could be used for public spaces, though the likelihood of guests using those is low. There is no restricted access proposed.)

Mr. Smith: The proposed vegetation along the detention pond seems like a minimal requirement that should be required of any pond. (Mr. Kulick: It is a fairly minimal threshold to cross and that is why it only earns one positive point. Alternatives to this design could include rock or cement and this is more natural.) Is there only one storm drain inlet going into the pond? (Mr. Leas: The runoff is going to go in multiple directions.)

Ms. Gort: What about the 1.5 spaces per unit requirement? (Ms. Crump: That was part of the Master Plan. The belief is that 12 spaces for the applicants is adequate since the units may be filled by seasonal workers who come without a car and who have direct access to public transportation.) (Mr. Kulick: They are essentially building employee housing for Vail Resorts to use, though they could be leased by the National Repertory Orchestra (NRO) in the summer, which also has low car usage.) Was there any discussion making any of these parking spots an amenity area? (Ms. Crump: The Town

is open to allowing for that when it's not in use as an overflow lot.) (Mr. Kulick: That's a likely scenario whether we encourage it or not.) (Ms. Crump: Staff discussed making the development more livable and pedestrian friendly by having a buffer around the building with the applicant, but the Development Agreement waives negative points under Policy 22R Landscaping.) Are there any nearby trails? (Mr. Kulick: They could walk to a trail in about a block and a half to the north or south.) Can you talk about the hillside backdrop language? (Mr. Kulick: We've worked with our Housing Division, who reminded us that there are other buildings, such as Pinewood II, with a similar hillside provision and retaining wall designs.)

Mr. Guerra: I'll reiterate the outside livability concern. I'm also concerned about residents shortcutting to the entrance to City Market and crossing Park Avenue at a dangerous point to get to the store. (Mr. Truckey: There was discussion with the applicant during the Development Agreement process to solve that problem, though it was a much larger housing project at that time.) (Mr. Leas: The Development Agreement leaves the door open on fences and gates.)

Graham Frank, Breckenridge Grand Vacations: Everyone recognizes that looking at this as an isolated project, it is not as appealing, but it's hard to separate it from the larger project. We know it's critical to have housing for seasonal employees located proximally to the Gondola and maintain parking spaces. After going through and weighing all the factors with Town Council, the project was determined to be a solution to help the community, specifically with housing. We looked at the problem of people crossing the road and have shown videos to the Council of this issue. We do have a six-foot retaining wall that drops off towards Park Avenue that people would have to cross to get to Park Avenue which would deter crossing at that location. We would be open to adding a fence on top of that wall but that would require a variance from the Commission. We did look at adding a red light, but CDOT standards prevent it. We hope with the addition of the pedestrian crossing area and the six-foot wall, people will choose the safer place to cross the road. The experience is terrible today, so we looked at how to make it better as part of this project and we will have a bus that will be available for the site on the days this parking area is utilized. In terms of residential feel, we feel this property will be built at a comparable level to what the Town is building. We have worked with the same company on another project in Eagle County that we have found successful and believe it will be satisfactory to those living there. Vail Resorts manages the snow there currently and will continue to manage the snow through a third-party agency that trucks the snow out. We are also abandoning the northern entrance to the site that currently does not meet CDOT standards. With this project we are trying to balance meeting all of the aforementioned requirements while still meeting the Council's desire to preserve the tree buffer. We could have wider drive isles if we removed more trees, but we believe it still to be a workable design. The parking spaces under the building will be signed to the residential units and are harder to get to than the lot spaces. We are deeding three acres to the Town for open space/wetlands to the south which residents can access for recreation. We will meet the flow and inlets requirements for the detention pond. We also looked in detail to pushing the building back, but that would mean people would be living in a cave for the winter.

Mr. Frechter: Are the storage lockers going to be set up as ski lockers? (Mr. Frank: Yes.)

Mr. Smith: Is it going to be paid parking? (Mr. Frank: Not for the residents, but yes for everyone else.)

Ms. Propper: I assume the residents will have a parking exemption? (Mr. Frank: They will have their hang tags for their assigned spots and then there will be a kiosk for everyone else.)

Mr. Leas: The modular projects in Edwards look better than Breckenridge's Justice Center project. However, looking at that project I'm concerned by the appearance of this project. Are we going to lose about 50 trees to accommodate parking? (Ms. Crump: There are 68 existing trees proposed for removal across the whole lot.) What is a large block retaining wall? (Mr. Frank: It's a ready-rock product that has a natural façade.

It's a stamped block product that is stamped to emulate a rock wall. Also, there are about 30 trees in that specific area.) I noticed that the six-bedroom dorm model has one egress door that swings into the units. Are you concerned about egress and safety?

Bill Campie, DTJ Design: We're not concerned about safety in that it meets building code. This was a pretty specific conversation with Council about livability, for example providing a bathroom for each unit even though it's a dorm style building.

Mr. Guerra: On the drainage, I'm seeing a lot of surface water moving toward the Parkway Center. Does the Parkway Center have the ability to take that water? (Mr. Campie: This is going to be brought up to a new standard of Engineering code than what exists on the lot today and will improve the existing drainage.)

Mr. Guerra opened the hearing to public comment.

Del Nordstrom: I'm curious about the total number of units and the occupancy per unit? (Ms. Crump: It's eight units total and each unit will have six bedrooms with their own baths, so it's 48 total occupancy overall.) Mr. Nordstrom: What is the timeline for construction? (Mr. Frank: We anticipate starting site work next summer and coming back the following year to finish that work.)

There were no additional comments and the public comment period was closed.

Response to Commissioner Questions:
Mr. Leas:

1. Drainage: Yes
2. Structure Placement: Yes
3. Landscaping: Yes
4. Point Analysis: I do not agree with the two points being granted for the shared curb cut and the parking, both of which are existing conditions. (Ms. Crump: The proposal is a change to the existing conditions and becomes a shared situation.) I disagree with staff's analysis.
5. Additional Comments: The architecture fails to meet the requirement to provide a "residential feel", and I believe the applicant can do better.

Mr. Giller:

1. Drainage: This is a low bar to meet to achieve this point.
2. Structure Placement: Barely yes, with the caveat that the dead-end parking configuration doesn't work, and the main circulation goes right by the trash enclosure, which opens right into the route of travel. There are very few pedestrian routes.
3. Landscaping: Other than the Park Avenue Right-of-way, there's virtually no landscaping elsewhere in the project. It does not align with the concept of the plan.
4. Point Analysis: The landscape architect should soften the building within the parking lot and so I don't agree with the point analysis.

Ms. Crump: It is not possible to give the project negative points under landscaping since Policy 22 was waived by the development agreement.

Ms. Propper:

1. Drainage: Yes
2. Structure Placement: I much prefer having the building moved away from the hill. I would support adding balconies on the east side to provide for the residents.

3. Landscaping: There's nothing in front of the building other than parking spaces. Some shrubbery or something would soften the appearance of the building.
4. Point Analysis: I'm stuck on the analysis because of the Development Agreement. I would prefer to say no based on the landscaping issue.

Mr. Smith:

1. Drainage: This seems like a play to get an easy positive point. If the whole site was being drained to the detention pond, that would be one thing, but its not.
2. Structure Placement: Given the slope of the hillside, it provides proper screening even removed from the hillside.
3. Landscaping: It would be nice to have a bit around the structure to soften it.
4. Point Analysis: I struggle with the drainage and the shared parking as far as awarding points for those.

Ms. Gort:

1. Drainage: Why are we doing a point for this? (Mr. Kulick: It is planted and vegetated which has been the threshold. We have pretty ample precedent for that one-point allocation.) Ms. Gort: I'd like to see more detail on the walls.
2. Structure Placement: The proposal seems to match historic buffering.
3. Landscaping: Having landscaping around the building counts toward that tree buffer.
4. Point Analysis: I don't agree. The parking is not technically being shared by both.
5. Additional Comments: We need to have more of a residential feel. The balcony is a great idea, or converting the parking spots into something in the summertime.

Mr. Frechter:

1. Drainage: I agree with the point. I'm glad to give a point to something to avoid rock-filled ponds like those in the Wellington neighborhood.
2. Structure Placement: Yes.
3. and 4. Landscaping and Point Analysis: Yes, because we're tied by the Development Agreement. Council enters into Development Agreements without Planning Commission's input and I think they're missing a good opportunity for Vail Resorts and the Town to put a lot more housing here. The Town Council says they want our input and they like our expertise, but this wasn't referred to us before they finalized the Development Agreement.
5. Additional Comments: I saw there is some storage underneath, but you should at least plan for 48 bicycles (Ms. Propper: Especially if the NRO is going to be using it.) and add a space for the bikeshare program in addition to the other bikes. Add EV chargers. I would like to see balconies on the west side. With the traffic circle coming in, we should suggest to City Market and CDOT that the south entrance/exit onto Park Avenue from the Parkway Center should become a right turn only since vehicles could use the French Street roundabout to turn left.

Mr. Guerra:

1. Drainage: Yes. We approved the same thing on Parcel 1, which is a precedent. There's a big rock -filled detention area near my house, as well, so I am glad to see this one vegetated.
2. Structure Placement: Yes.
3. Landscaping: I agree with my fellow Commissioners to suggest more landscaping around the building.
4. Point Analysis: Yes.
5. Additional Comments: This building is very harsh, in a sea of asphalt, and is not very livable. An important aspect of architecture is to make the residents feel good about where they live. That is a really important thing. I don't think this meets it. It's a sore thumb in the middle of a parking lot. Last year, there was an article in the paper about how J-1 Visa employees are treated poorly by

Vail Resorts. They cut their hours, they made their living situation here in the Town in my opinion deplorable. And now we're giving them deplorable housing, the whole thing in my opinion. I'd like to see the whole floor plan changed, I'd like to the outside become more livable, I'd like to see landscaping around it, I'd like to see some space for these people to feel good about where they live. I'm going to push that one hard because I do think it is deployable.

Mr. Frank: For clarification, I think it's a relevant comment. When you talk about livability of floor plans, we've looked at exercises for different layouts, such as studio type layouts, versus these contiguous, more pod like, dorm-style. The utilization of space, single-unit living; are those the types of things that would speak to and alleviate your concern?

Mr. Guerra: The layout of the dorm style is shoving a lot of young people who don't know any better into the space. I suggest that you look at it with a little bit of heart for the people that are going to be living there. The exterior looks like a commercial building, with no appeal to hang out or to feel at home, like many of my fellow Commissioners stated. It has no landscaping and it has a sea of asphalt. And I understand the main use is in the winter for J-1 Visa employees and people aren't really hanging outside. But there are times when it is nice. Giving people a space to gather and get away other than these dorms. I think it's important to making these residents feel good and welcome in our community. I can see the parking spaces converting in the summertime, but I'd look at it for the wintertime too and look into some trees and some balconies. It's not as bad as the Boulder dorms, but bad for our Town. And they live right across the street from these beautifully landscaped duplexes. When I looked at the site plan, I was just really sad.

Mr. Leas: To further what Mr. Guerra is trying to say, a box is a box is a box. You can take a box and decorate it like a warehouse, or you can make it look special. Were I an investor in your duplex units, I would be concerned about the marketability of the neighboring duplexes when placed next to something that looks like this. Mr. Guerra is speaking about the interior, and I am speaking about the exterior of the structure. Your Edwards housing project is not appropriate for Breckenridge.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:58 pm.

_____

Ethan Guerra, Chair

Memo

To: Town Council

From: Scott Reid, Deputy Town Manager

Date: 12/2/24 (for 12/10/24 Town Council Meeting)

Subject: Ordinance Approving Four Leases at the Community Center (BGVCC) (Second Reading)

Town Council Goals (Check all that apply)

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

Summary
Per Town code, the Town Council is required to review and approve by ordinance any long-term leases (longer than one year) for all Town-owned facilities other than the Breckenridge Professional Building. Attached, for Town Council review and approval, are four leases pertaining to the Breckenridge Grand Vacations Community Center ("Community Center" or "BGVCC"). The four leases under consideration are intended for the Summit County Library, the Summit Foundation, Breckenridge History, and Breckenridge Film. Passage of the ordinance approving these four leases would meet an organizational need and further the Town Council goal to support Breckenridge's hometown feel and authentic character.

Background
The Community Center is an historic building on Harris Street owned by the Town of Breckenridge that has been renovated to serve multiple community needs, including the public library, Eclipse Theater, community meeting rooms, and working spaces for local non-profit organizations. The repurposing of the building in 2013 for community purposes symbolizes the Town's commitment to historic preservation and supports non-profit groups that serve important community needs, thereby addressing the Town Council goal of supporting the Town's hometown feel and authentic character.

The four leases to be considered include the following:

- **Summit County Library**- This lease is for the former Treetop Advocacy space, which was recently vacated by Treetop as they moved to a new, larger office space in the Breckenridge Professional Building. Summit County Library intends to utilize the space for staff offices.
- **The Summit Foundation**- This lease renewal would allow the local community foundation to remain in their current office space within the Community Center.
- **Breckenridge History**- This lease renewal would allow the historical preservation, restoration, and interpretation non-profit organization to continue to store their historical archives in the Community Center.
- **Breckenridge Film**- This lease renewal would allow the local non-profit that produces the Breck Film Fest and manages the Eclipse Theater to remain within their current office space in the Community Center.

Section 1-11-4 of the Breckenridge Town code requires that the Town Council approve by ordinance any real estate leases longer than one year. (The exception to this portion of the code applies to the Town-owned Breckenridge Professional Building in which leases up to three years in length may be approved administratively.) The current ten-year leases for the Summit Foundation, Breckenridge History, and Breckenridge Film are all set to expire at the end of 2024 and the Summit County Library lease is intended to fill the office space recently vacated by Treetop Advocacy.

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
Town staff have not conducted public outreach or engagement beyond the standard noticing requirements for the Town Council meeting in which this item is on the agenda.

Financial Implications
Financially, the ordinance approving these four leases in the Community Center will ensure that projected lease revenues will continue uninterrupted. The three current renewals will reflect the prior ten years' revenue expectations and will increase based on an annual 3% escalator or the change in the Consumer Price Index. The Summit County Library lease will ensure continued revenue from the recently vacated Treetop Advocacy office space at the same rate.

Equity Lens
The renewal of these leases for non-profit and public library uses promotes the Town's equity and inclusion goals by ensuring that the non-profit organizations served by these leases will continue to serve important community needs. All four of the entities that benefit from these leases continue to provide low-cost and free community services and fill the void of services that are not currently provided by government or private sector entities. Examples of this support include, but are not limited to, free public access to books, computers and wi-fi (Summit County Library), free Spanish language movie screenings (Breck Film), free historical museum tours (Breck History), and a robust community grants program (Summit Foundation). By assisting these organizations via non-profit rate lease terms, the Town Council continues to further their equity and inclusion goals.

Staff Recommendation
Staff recommend the Town Council approve the ordinance on second reading. Staff will be available on Tuesday to answer any questions.

COUNCIL BILL NO. __

Series 2024

A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER

WHEREAS, the Town of Breckenridge owns the real property commonly known as the Breckenridge Grand Vacations Community Center ("BGVCC") located at 103 South Harris Street, Breckenridge, Colorado; and

WHEREAS, the Town has agreed to enter into long-term office leases in the Breckenridge Grand Vacations Community Center with: (i) The Summit Foundation, a Colorado nonprofit corporation; (ii) Breckenridge History, a Colorado nonprofit corporation; (iii) Breckenridge Film Festival, a Colorado nonprofit corporation; and (iv) Summit County Libraries; and

WHEREAS, proposed leases for the four tenants have been prepared by the Town Attorney and reviewed by the Town Council; and

WHEREAS, Section 15.4 of the *Breckenridge Town Charter* provides:

The council may lease, for such time as council shall determine, any real or personal property to or from any person, firm, corporation, public and private, governmental or otherwise

; and

WHEREAS, the term of each proposed lease exceeds one year in length; and

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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

Section 1. The Lease between the Town and The Summit Foundation, a Colorado nonprofit corporation, a copy of which is marked **Exhibit "A",** attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. The Lease between the Town and Breckenridge History, a Colorado nonprofit corporation, a copy of which is marked **Exhibit "B",** attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. The Lease between the Town and Breckenridge Film Festival, a Colorado nonprofit corporation, a copy of which is marked **Exhibit "C",** attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 3. The Lease between the Town and Summit County Libraries, a copy of which is marked **Exhibit "D",** attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 4. Minor changes to or amendments of any of the approved leases may be made by the Town Manager if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect the consideration to be received by the Town pursuant to the approved lease, or the essential elements of the approved lease.

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____ 2024. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE ("**Lease**") is made and entered into effective the 24th day of September, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and THE SUMMIT FOUNDATION, a Colorado nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**", and individually as a "**Party**."

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises**. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 201, 201A-C, 203, 204, and 204 A-E in the "Breckenridge Grand Vacations Community Center," 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached Attachment "A", which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. **Use Of Premises**. Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 1752 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room ("**Shared Use Spaces**"), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term**.

A. The initial term of this Lease ("**Initial Term**") will begin on January 1, 2025 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on December 31, 2025.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a "**Renewal Term**"). The "**Term**" of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year. Upon the giving of timely notice of termination this Lease will terminate (and not be renewed) on the next December 31st following the giving of the notice of termination. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws**. Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises**.

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days'

written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. **Rent**.

A. The total rent to be paid by Tenant for the Initial Term is Twenty Nine Thousand Seven Hundred Eighty Four Dollars ($29,784.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Two Thousand Four Hundred Eighty Two Dollars ($2,482.00) each ("**Monthly Rent").** The Monthly Rent has been calculated based on $17 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts**. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability**. As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. **Utilities And Services**.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

(i) all water necessary for Tenant's operations at the Leased Premises;

(ii) all sewer service necessary for Tenant's operations at the Leased Premises;

(iii) all natural gas necessary for Tenant's operations at the Leased Premises;

(iv) all electricity necessary for Tenant 's operations at the Leased Premises; and

(v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. **Maintenance.**

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

(i) roof;

(ii) foundation;

(iii) exterior walls;

(iv) interior structural walls (excluding finish and trim of these walls);

(v) all other structural components;

(vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and

(vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

(i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.

(ii) **Tenant To Pay Real Property Taxes**. Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. **Alterations.**

A. "**Alterations**" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed $1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars ($1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical

equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance polices required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not

be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

The Summit Foundation
Executive Director
P.O. Box 4000
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

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

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. "**Day" Defined**. Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. "**Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority**. The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded**. This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

_____
Helen Cospolich
Town Clerk

TENANT:

THE SUMMIT FOUNDATION, a Colorado nonprofit corporation

By_____

Title: _____

Breckenridge Grand Vacations Community Center

SUMMIT FOUNDATION LEASED PREMISES

UPPER LEVEL		NET AREA (sf)
201	CONFERENCE AREA	392
201A	IT/STORAGE	40
201B-C	SUMMIT FOUNDATION OFFICE	255
203	TIP TOP ROOM	174
204	THE SUMMIT FOUNDATION	312
204A	SUMMIT FOUNDATION	71
204B-D	COPY ROOM THE SUMMIT FOUNDATION OFFICES	431
204E	KITCHEN AREA	77

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

LEGEND

THE SUMMIT FOUNDATION

(#) ROOM AVAILABLE FOR RESERVATION UPON REQUEST

SQUARE FEET TOTALS

SUMMIT FOUNDATION 1,752 (net)

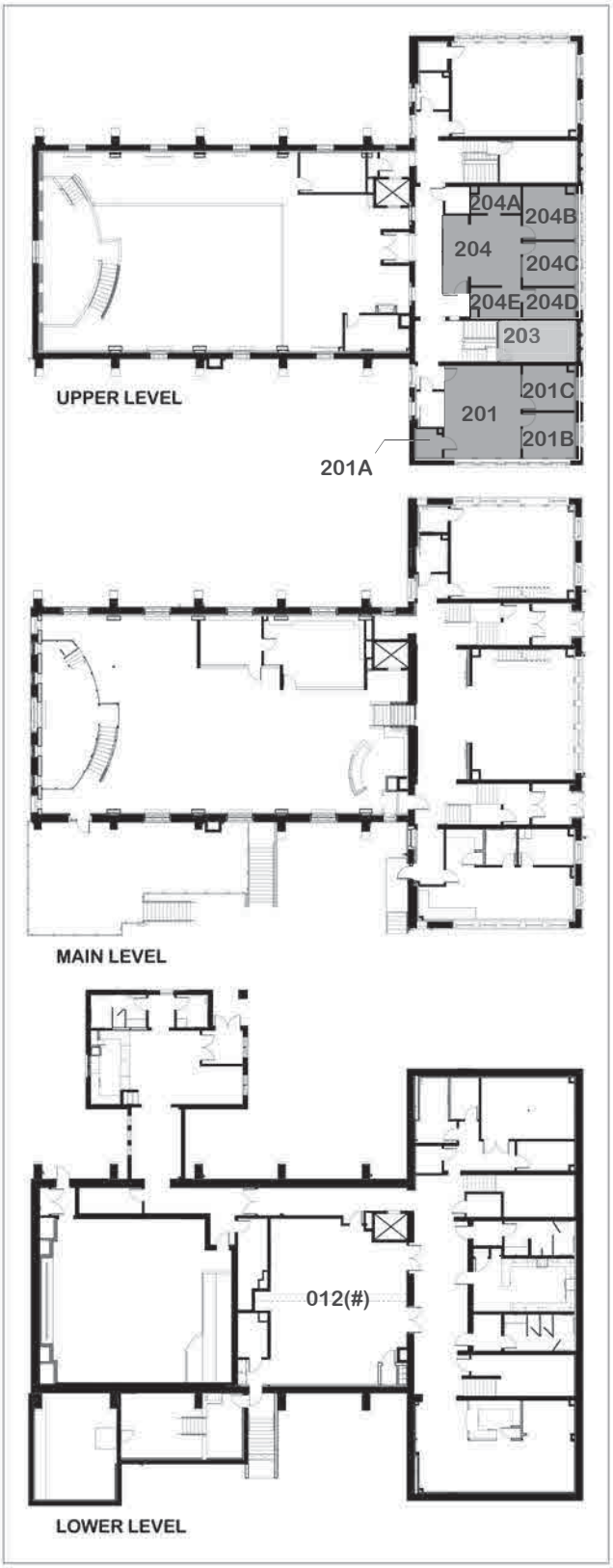


Exhibit B

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE

THIS LEASE ("**Lease**") is made and entered into effective the ___ day of November, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and BRECKENRIDGE HISTORY, a Colorado nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**", and individually as a "**Party**."

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises**. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 206 and 206A in the "Breckenridge Grand Vacations Community Center," 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached Attachment "A", which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. **Use Of Premises**. Tenant may use the Leased Premises only as a business office, meeting room, archive, and research facility unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 688 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room ("**Shared Use Spaces**"), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term**.

A. The initial term of this Lease ("**Initial Term**") will begin on January 1, 2025 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on December 31, 2035.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a "**Renewal Term**"). The "**Term**" of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year ("**Notice of Termination**") in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease ("**Termination Date**"), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws**. Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises**.

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender. Any trade fixtures/furniture such as display cases, etc., that

were purchased with funds from the Town will remain the property of the Town and not be removed from the premises by the Tenant.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. **Rent**.

A. The total rent to be paid by Tenant for the Initial Term is Ten Thousand Six Hundred Sixty-Four Dollars ($10,664.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Eight Hundred Eighty-Eight and Sixty-Six/100 Dollars ($888.66) each ("**Monthly Rent").** The Monthly Rent has been calculated based on $15.50 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts**. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Any archival materials located in the premises and not owned by Tenant are excluded from this lien. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability**. As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. **Utilities And Services**.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

(i) all water necessary for Tenant's operations at the Leased Premises;

(ii) all sewer service necessary for Tenant's operations at the Leased Premises;

(iii) all natural gas necessary for Tenant's operations at the Leased Premises;

(iv) all electricity necessary for Tenant 's operations at the Leased Premises; and

(v) trash and recycling services located at 103 S. Harris Street.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. **Maintenance.**

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

(i) roof;

(ii) foundation;

(iii) exterior walls;

(iv) interior structural walls (excluding finish and trim of these walls);

(v) all other structural components;

(vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and

(vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

(i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.

(ii) **Tenant To Pay Real Property Taxes**. Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease.

Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. **Alterations.**

A. "**Alterations**" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed $1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million One Hundred and Ninety-Five Thousand Dollars ($1,195,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all

risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance polices required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any

public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail,

postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge History
Executive Director
P.O. Box 2460
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

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

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being

appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. "**Day" Defined**. Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. "**Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority**. The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded**. This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

_____
Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE HISTORY,
a Colorado nonprofit corporation

By_____

Title: _____

ATTACHMENT - A

Breckenridge Grand Vacations Community Center

BRECKENRIDGE HISTORY
LEASED PREMISES

UPPER LEVEL		NET AREA (sf)
206	BRECKENRIDGE HISTORY	640
206A	BRECKENRIDGE HISTORY STORAGE	42

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

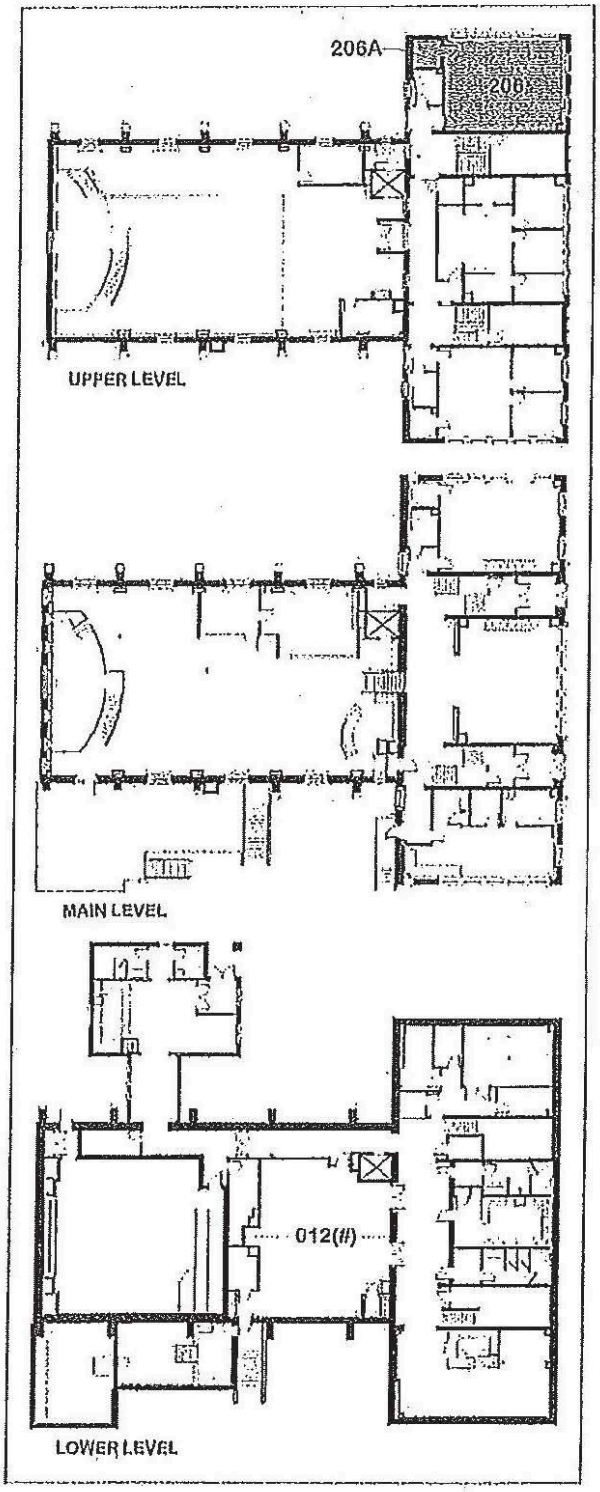
LEGEND

BRECKENRIDGE HERITAGE ALLIANCE

(#) ROOM AVAILABLE FOR RESERVATION UPON REQUEST

SQUARE FEET TOTALS

BHA 688 (net)



BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE ("**Lease**") is made and entered into effective the ___ day of November, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and the BRECKENRIDGE FILM FESTIVAL, a Colorado nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**", and individually as a "**Party**."

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises**. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Room 205 in the "Breckenridge Grand Vacations Community Center," 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached Attachment "A", which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. **Use Of Premises**. Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 176 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room ("**Shared Use Spaces**"), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term**.

A. The initial term of this Lease ("**Initial Term**") will begin on January 1, 2025 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on December 31, 2035.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a "**Renewal Term**"). The "**Term**" of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year ("**Notice of Termination**") in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease ("**Termination Date**"), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws**. Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises**.

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. **Rent**.

A. The total rent to be paid by Tenant for the Initial Term is Two Thousand Seven Hundred Twenty-Eight Dollars ($2,728.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Two Hundred Twenty-Seven and Thirty-Three/100 Dollars ($227.33) each ("**Monthly Rent").** The Monthly Rent has been calculated based on $15.50 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts**. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord’s Non-liability**. As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. **Utilities And Services**.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

(i) all water necessary for Tenant’s operations at the Leased Premises;

(ii) all sewer service necessary for Tenant’s operations at the Leased Premises;

(iii) all natural gas necessary for Tenant's operations at the Leased Premises;

(iv) all electricity necessary for Tenant 's operations at the Leased Premises; and

(v) trash and recycling services located at 103 South Harris Street.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. **Maintenance.**

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

(i) roof;

(ii) foundation;

(iii) exterior walls;

(iv) interior structural walls (excluding finish and trim of these walls);

(v) all other structural components;

(vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and

(vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

(i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.

(ii) **Tenant To Pay Real Property Taxes**. Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. **Alterations.**

A. "**Alterations**" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without

Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed $1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million One Hundred and Ninety-Five Thousand Dollars ($1,195,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance polices required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20

days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge Film Festival
Executive Director
P.O. Box 718
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

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

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a

general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. "**Day" Defined**. Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. "**Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority**. The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded**. This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

_____
Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE FILM,
a Colorado nonprofit corporation

By_____

Title: _____

ATTACHMENT - A

Breckenridge Grand Vacations Community Center

BRECKENRIDGE FESTIVAL OF FILM LEASED PREMISES

UPPER LEVEL		NET AREA (sf)
205	BRECKENRIDGE FESTIVAL OF FILM	176

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

LEGEND

FESTIVAL OF FILM

(#) ROOM AVAILABLE FOR RESERVATION UPON REQUEST

SQUARE FEET TOTALS

FESTIVAL OF FILM 176 (net)

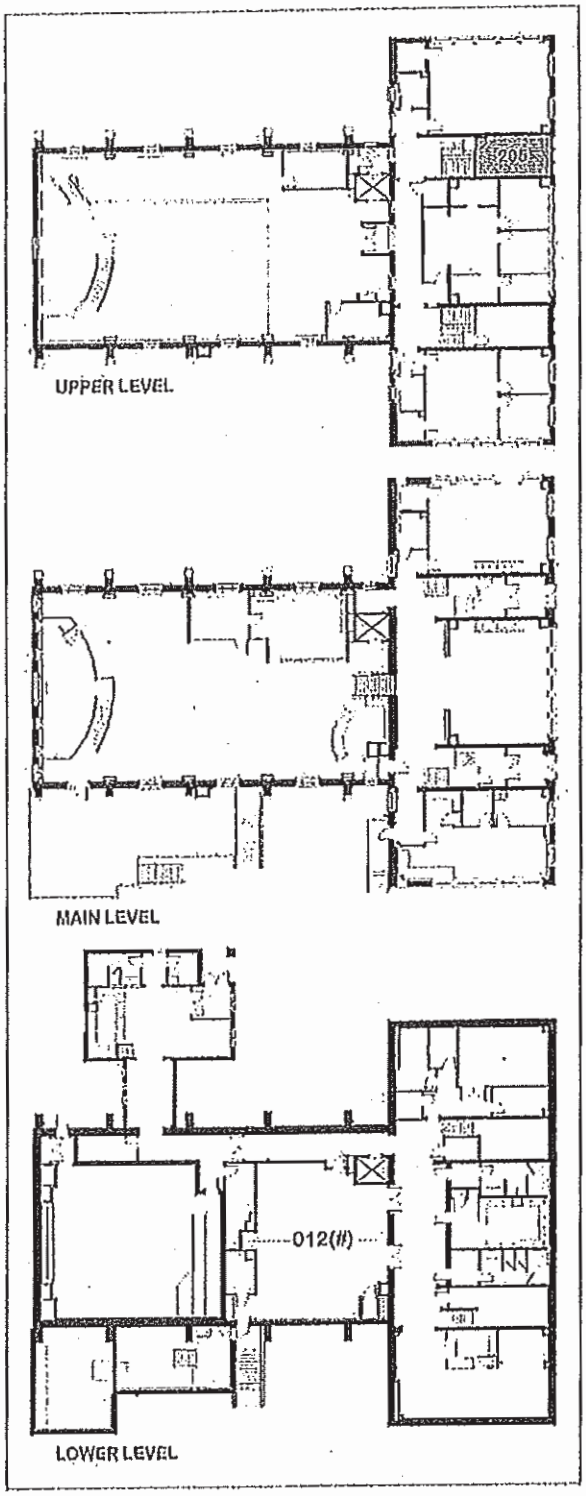


Exhibit D

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE **("Lease")** is made and entered into effective the 1st day of November 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation **("Landlord")** and the SUMMIT COUNTY LIBRARY**.** Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties",** and individually as a **"Party."**

ARTICLE 1-BASIC LEASE PROVISIONS

1.1. Leased Premises. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 001 and 00l A-B in the "Breckenridge Grand Vacations Community Center," 103 South Hall Street, Breckenridge, Summit County, Colorado 80424 **("Leased Premises").** The Leased Premises are depicted on the attached **Attachment "A",** which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the **"Building."**

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 787 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room **("Shared Use Spaces"),** subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any availability of the Community Room. No common space may be used for storage and the kitchen and Community Room must be cleaned after every use.

1.5. **Term.**

A. The term of this Lease **("Term")** will begin on November 1, 2024 **("Commencement Date")** and will end, unless sooner terminated as hereafter provided, on October 31, 2027.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot **("Parking Lot").** No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. Surrender of Leased Premises.

A. Upon expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. **Rent.**

A. The total rent to be paid by Tenant is Eleven Thousand Nine Hundred Thirty-Eight and 79/100 Dollars ($11,938.70). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Nine Hundred Ninety Four and 90/100 Dollars ($994.90) each ("Monthly Rent").

B. The Monthly Rent has been calculated based on $15.17 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. The Monthly rent will increase 3% each year after the initial 1-year term.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is additional rent.

F. Interest On Monthly Rent. Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. Interest On Other Amounts. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. Landlord's Lien and Security Interest. Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law.

Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other

than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4- UTILITIES AND SERVICES

4.1. **Utilities And Services.**

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

(i) all water necessary for Tenant's operations at the Leased Premises;

(ii) all sewer service necessary for Tenant's operations at the Leased Premises;

(iii) all natural gas necessary for Tenant's operations at the Leased Premises;

(iv) all electricity necessary for Tenant's operations at the Leased Premises; and

(v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 - REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. **Maintenance.**

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

(i) roof;

(ii) foundation;

(iii) exterior walls;

(iv) interior structural walls (excluding finish and trim of these walls);

(v) all other structural components;

(vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and

(vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6-TAXES

6.1. **Real Property Taxes.**

(i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal prope1iy owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-l-103(17)(a), C.R.S.

(ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in

installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real prope1iy taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1 Alterations.

A. **"Alterations"** means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2 Signs.

Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3 Assignment And Subletting.

Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed $1,000.

7.4 Waste or Nuisance. Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5 Liens. Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars ($1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 -DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11-DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reent1y, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease **("Defaulting Party")** the other Party **("Nondefaulting Party")** may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and

enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. Inspection And Entry. Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14-MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials -Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

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

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereto if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Landlord's initial address for
notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Pa1iy to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year

direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contra1y in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third paiiy beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, pandemics, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. Binding Effect. The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Patiies hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

_____

By: Shannon B. Haynes, Town Manager

_____

Helen Cospolich, CMC,
Town Clerk

TENANT:

SUMMIT COUNTY LIBRARY

_____

By:

Memo

To: Town Council

From: Scott Reid, Deputy Town Manager

Date: 12/3/24 (for 12/10/24 meeting)

Subject: Ordinance Approving Gaymon Cabin Lease for Summit County Telecommunications Consortium (SCTC) (First Reading)

Town Council Goals (Check all that apply)

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

Summary
Staff requests that Town Council approve the ordinance allowing for the Summit County Telecommunications Consortium (SCTC) to enter into a three-year lease agreement (with two optional three-year renewals) to operate out of the Town-owned Gaymon Cabin, located at 309 North Main Street.

Background
The SCTC provides free public access programming and video production services for an intergovernmental consortium including Summit County Government, the Colorado Mountain College, Summit School District, and the Towns of Breckenridge, Frisco, Silverthorne, and Dillon.

The attached ordinance and lease would provide SCTC with an initial three-year lease (with two optional additional three-year renewals, totaling nine years) and production/office space at 309 North Main Street, also known as the "Gaymon Cabin".

This lease agreement and the move to the Gaymon Cabin was due to the deconstruction/demolition of the Schoonover Building from which SCTC had operated for many years. The Gaymon Cabin has been vacant since Breck History moved its offices to the Alice Milne House in 2023.

Approving this agenda item would fulfill a Town organizational need to creatively utilize an existing historical structure on Main Street while supporting an important community-based amenity (SCTC) that serves as an informational conduit for residents and guests. Approval of this lease would also ensure that a currently vacant building will be reoccupied and revitalized in support of the Town's hometown feel and authentic character.

Public outreach/engagement
No public outreach has occurred beyond the standard public noticing requirements for legislative items being considered by Town Council.

Financial Implications
The proposed lease rate of $1,000 per month will be paid to the Town by the SCTC. This additional revenue will help offset the maintenance costs of the historic Gaymon Cabin.

Equity Lens

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

The SCTC provides free public access cable network programming and video production services to local community members and visitors alike. It also provides educational and career development opportunities for local school district students and Colorado Mountain College enrollees interested in video production.

Approving this lease will ensure that SCTC will continue to have office and production space for its community-based educational video production.

Staff Recommendation
Staff recommend that Town Council approve this ordinance on first reading, thereby allowing the SCTC to continue operating in a downtown Breckenridge location.

COUNCIL BILL NO. __

Series 2024

AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM.

WHEREAS, the Town owns the real property commonly known as the Gaymon Cabin ("Property") located at 309 North Main Street, Breckenridge, Colorado; and

WHEREAS, the Town desires to lease the Property to the Summit County Telecommunications Consortium ("SCTC") for office uses related to SCTC's mission of providing governmental and educational television channel programming to the Summit County community; and

WHEREAS, the Town and SCTC desire to enter into a three-year lease for the Property, with up to two extensions of three years each ("Lease"), in order to provide consistency and certainty for both the Town and SCTC's operations; and

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any lease of Town-owned real property the term of which is longer than one year must be approved and authorized by ordinance;

WHEREAS, the renewal of the Lease will be automatic unless one of the parties provides written notice to the other that the party does not want to renew the Lease; and

WHEREAS, to the extent any additional action by the Town is needed to fulfill the terms of the Lease or otherwise effectuate the intent of the Lease, the Town Manager is authorized to take such action.

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

Section 1. Town Council hereby approves the Lease between the Town of Breckenridge and SCTC, 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 December 2024. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

Gaymon Cabin Non-Residential Lease

THIS LEASE ("Lease") is made and entered into effective as of the ____ day of December 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Landlord") and SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM, a Colorado entity formed by IGA ("Tenant").

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

Lot 5, a Replat of Lots 5 and 6, Snider Addition to the Town of Breckenridge, County of Summit and State of Colorado; commonly known as 309 North Main Street, Breckenridge, Colorado

(the "Premises")

upon the following terms and conditions:

1. **Term**. Subject to earlier termination as hereafter provided, the initial term of this Lease shall be for a period of three (3) years, commencing November 1, 2024 and terminating October 31st, 2027. As used in this Lease, the word "term" shall mean both the Initial Term and any Renewal Periods (as hereafter defined).

2. **Automatic Renewal; Termination**. Unless either party provides written notice to the other not less than 90 days prior to the end of the Initial Term that such party does not wish to renew the Lease, in which event this Lease shall terminate upon the expiration of the Initial Term, at the time of expiration of the Initial Term this Lease can automatically be renewed for up to two (2) consecutive renewal periods of three (3) years each (each such three (3) year additional term is referred to as a "Renewal Period"). During a Renewal Period, either party, without cause, may elect not to extend this Lease for another Renewal Period by giving notice of non-renewal to the other party not less than 90 days prior to the end of the then-current Renewal Period, in which event this Lease shall terminate upon the expiration of the then-current Renewal Period. A new lease agreement for the Renewal Period(s) shall not be necessary, and all of the covenants, conditions and other terms of this Lease shall remain in full force and effect and shall be the governing agreement between the parties for any Renewal Period(s).

3. **Rent**. The monthly rent to be paid by the Tenant for the term of this Lease shall be ONE THOUSAND DOLLARS ($1,000.00) PER MONTH, payable by the 5th of each month. Landlord shall provide Tenant with written notice of such rent change at least 90 days prior to the increase in rent becoming effective.

4. **Use Of Premises.** The Premises may be used by the Tenant for office purposes consistent with its mission to provide public telecommunications products and services, and for no other purpose without Landlord's prior written consent, which consent may be withheld or conditionally approved in Landlord's sole and absolute discretion. The Premises shall not be used for storage in excess of the capacity of the existing cabinets and closet and shelf space. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance. No outside storage is allowed.

5. **Taxes**. Tenant shall be responsible for payment of any applicable real or personal property taxes.

6. **Utilities and Services**. Tenant shall initiate, contract for, and obtain, in its name, all utility services required in connection with its use of the Premises, including, but not limited to, water, gas, electricity, telephone, internet, and trash removal, and Tenant shall pay all charges for such services as they become due.

7. **Assignment And Lease**. Tenant shall not sublet the Premises or any part thereof, or assign this Lease, or any part hereof, without the prior written consent of the Landlord, which consent may be withheld or conditionally approved in Landlord's sole and absolute discretion.

8. **Maintenance.** Landlord shall be responsible for maintenance of the foundation, exterior walls, roof, interior structural walls, all other structural components, plumbing system and features serving the Premises, and mechanical, electrical, and heating/ventilation systems. During the term of this Lease, Tenant, at Tenant's sole expense, shall be responsible for maintenance of the remainder of the Premises not required to be maintained by Landlord. Tenant shall keep the Premises in a neat and clean condition. Landlord shall have the ability to periodically inspect to either approve or disapprove of the interior cleanliness. If Landlord determines the interior cleanliness to be substandard, Landlord shall have the ability to contract for cleaning at Tenant's expense. Any building related issues or problems should be reported to the Town of Breckenridge Facilities Division immediately. For emergencies, call the Facilities Division at (970)547-3131 ext. 1555.

9. **Snow Removal And Snow Plowing**. Tenant will be responsible for snow removal of the entry and walkway areas. Snowplowing of the parking area is currently provided by a third party. In the event the third party ceases to provide snow plowing services, Landlord and Tenant will work expeditiously to find an alternative solution. Landlord will ultimately be responsible for ensuring the parking area is plowed.

10. **Improvements**. Tenant shall not make any improvements to or changes of the Premises, or any portion thereof, without the prior written approval of the Landlord. Such approval may be withheld or conditionally approved by Landlord, acting in its capacity as owner of the Premises (and not in its governmental capacity) in Landlord's sole and absolute discretion. Approved changes to the condition of the Premises as delivered by Landlord shall be at Tenant's sole cost and expense, and, unless otherwise agreed upon by Landlord and Tenant, no credit shall be given nor any reduction in rent for changes or improvements to the Premises. No improvements shall affect the exterior appearance of the Premises.

11. **Surrender of Premises; Removal of Tenant's Property**. At the end of the term of this Lease Tenant shall surrender the Premises to the Landlord in as good a condition as existed at the time of the commencement of this Lease, nominal wear and tear excepted. At the end of the term of this Lease Tenant shall remove its property from the Premises. Any of Tenant's property not removed from the Premises within three (3) days after the expiration or earlier termination of this Lease shall be considered abandoned and Landlord shall have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

12. **Inspection Of Premises**. Tenant acknowledges that it has inspected the Premises and is aware of its condition. Tenant accepts the Premises in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. As of November 1, 2024 the Landlord and Tenant agree that the property is in good working condition.

13. **Access To Premises**. Landlord and Landlord's agents and representatives shall have the right to enter the Premises upon reasonable advance notification to Tenant.

14. **Liens**. Tenant shall not permit the creation of any type of lien upon the Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification provisions of Paragraph 19 of this Lease shall apply to any such lien. If any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises as a result of Tenant's work on the Premises, Tenant shall, at Tenant's own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the

filing of such lien.

15. **Hazardous Materials**. Tenant shall not store or permit the storage on the Premises of any type of hazardous or similar material which is regulated by federal, state or local regulation.

16. **Default.**

a. Default by Tenant. Tenant shall be in default under this Lease if Tenant fails to comply with any of the applicable terms, provisions or covenants of this Lease within three (3) days following service of a demand for compliance notice by Landlord in accordance with Colorado law.

b. Default by Landlord. Landlord shall be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within three (3) days following service of a written notice of default by Tenant in accordance with the provisions of Paragraph 22 of this Lease.

c. Default Not Capable of Cure Within Three (3) Days. If the nature of a default is such that more than three (3) days are reasonably required for its cure, then the defaulting party shall not be in default under this Lease if it begins to undertake action to cure the default within the three (3) day period and thereafter prosecutes such cure to completion with due diligence and in good faith. Any cure period shall terminate at any time that the default becomes incurable or when the cure efforts become futile.

17. **Remedies Upon Default**.

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

b. Remedies of Tenant. If the Landlord is in default under this Lease, Tenant shall have all of the remedies provided for in such circumstances by Colorado law.

18. **Insurance**.

Tenant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to Paragraph 19 of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverages. Tenant's required insurance coverages under this Lease shall be as follows:

a. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Tenant. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this Subparagraph.

b. General liability insurance with minimum combined single limits of not less than the limits of liability established from time to time under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. ("Act").

c. The policy required by Subparagraph 17.1.2, above, shall be endorsed to include the Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that provided by Tenant. Tenant shall be solely responsible for any deductible losses under any policy required above.

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

Town Clerk
P.O. Box 168
Breckenridge, CO 80424

19. **No Waiver Of Governmental Immunity**. The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently $494,000 per person and $1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Act, as from time to time amended, or any other limitation or defense otherwise available to Landlord, its officers, or its employees.

20. **Indemnification.** To the extent allowed under law, Tenant agrees to indemnify and hold Landlord, its officers, employees and insurers harmless from and against all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which occur on the Premises and which arise out of or are in any manner connected with Tenant's occupancy of the Premises pursuant to this Lease. Tenant agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claim, or demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

21. **Non-liability Of Landlord.** Tenant hereby releases Landlord, and the representatives, agents, and employees of Landlord, from any and all liability for any injury or damage to Tenant, or to Tenant's property located on or about the Premises, resulting from any cause whatsoever, except injury or damage resulting from the gross negligence or willful act of Landlord, or the representatives, agents, and employees of Landlord.

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

23. **Notice and Demands.** All notices required or permitted under this Lease shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by fax directed as follows:

If intended for Landlord to:

Town of Breckenridge
P.O. Box 168

150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Fax number: (970) 547-3104
Telephone number: (970) 453-2251

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

Keely Ambrose
Town Attorney
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Fax number: (970) 547-3104
Telephone number: (970) 547-3117
KeelyA@TownofBreckenridge.com

If intended for Tenant, to:

Summit County Telecommunications Consortium
Attn: Brad Williamson
Town of Dillon
P.O. Box 8
Dillon, CO 80443
Fax Number: TBD
Telephone number: (970) 453-9576
Brad@SummitNews.com

Any notice delivered by mail in accordance with this Paragraph shall be deemed to have been duly given on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by fax or email in accordance with this Paragraph shall be deemed to have been duly given upon receipt. Any notice delivered by hand or commercial carrier shall be deemed to have been duly given upon actual receipt. Either party, by notice given as above, may change the address to which future notices may be sent.

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

25. **No Partnership.** Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the Landlord shall not be construed or held to be a partner, associate or joint venturer of Tenant in the conduct of its business.

26. **Third Parties.** This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party (except a party to whom the Tenant may assign this Lease in accordance with the terms hereof) any right to claim damages or to bring a suit, action or other proceeding against the Landlord because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

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

28. **Modification.** This Lease may be modified or amended only by a duly authorized written

instrument executed by the parties hereto.

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

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

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

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

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

34. **Binding Effect.** This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

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

LANDLORD:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

By: _____
Shannon B. Haynes
Town Manager

[Affix Town Seal Here]

ATTEST:

By: _____
Helen Cospolich, CMC
Town Clerk

TENANT:

SUMMIT COUNTY
TELECOMMUNICATIONS CONSORTIUM

By: _____

Title:_____

Memo

To: Town Council

From: Tracey Lambert, Senior Accountant

Date: December 4, 2024 (for 12/10/2024 date of work session)

Subject: 2024 Budget Appropriations

Town Council Goals (Check all that apply)

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

Summary

Annually, the Town Council approves the appropriated expense by fund during the budgeting process. Every year, Finance reviews the year-end expenses versus budget to make any appropriations necessary to cover any cost above the annual budget. This appropriation is required to obtain approval of the anticipated final spend for 2025 by fund.

Background

In November 2023, Council approved the 2024 Town budget. In July 2024, a budget appropriation was submitted and approved for expenses incurred above the budget for the first half of 2024. This appropriation covers any expenses for the full year above the revised 2024 budget, approved in July 2024.

Public outreach/engagement

The budget appropriation is part of the Town Council working session presentation and is available to the public prior to the Council meeting.

Financial Implications

Total revenue impact ($3,006,616)
Total expense impact $6,702,320

Equity Lens

The Town's Equity Lens was consulted during the budget process.

Staff Recommendation

Staff recommends approving the submitted resolution.

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.

FUND	REVENUE	EXPENSE	NOTES
SUSTAINABILITY #019		$500,000	Expense: $500,000 Transfer to the Capital Fund for the E-Delivery structure
HEALTHCARE BENEFITS #018		$200,000	Expense: $200,000 Based on December 2023 fixed and variable healthcare expenses
MARIJUANA #014	($150,000)	$30,000	Revenue: ($150,000) Transfer from Excise Tax Fund based on reduced Marijuana taxes Expense: Increased salary
SPECIAL PROJECTS #013		$10,000	Expense: $10,000 Grants to other agencies
FACILITIES #012		$341,616	Expense: $174,703 Transfer to Golf Fund for paid allocations. Net $0 impact to the Town Expense: $166,913 Transfer to Utility Fund (Water Fund) for paid allocations. Net $0 impact to the Town
CONSERVATION TRUST #009		$15,000	Expense: $15,000 Transfer to Capital Fund based on revenue from State CTF. Net $0 impact to the Town
WORKFORCE HOUSING #007	$1,225,704 ($3,225,704)	$2,000,000	Revenue: $1,000,000 Based on updated SCHA estimates for Sales Tax Revenue: $225,704 Reduced rental income due to delay in opening of Larkspur Revenue: ($3,225,704) Transfer from Excise Tax Fund for impact to ending fund balance Expense: $1,500,000 Stables subsidy timing, will be offset in 2025 Expense: $500,000 Housing Helps
EXCISE TAX #006		$3,605,704	Expense: $3,225,704 Transfer to Workforce Housing Fund. Net $0 impact to the Town Expense: $350,000 Transfer to Marijuana Fund. Net $0 impact to the Town Expense: $30,000 Credit card processing and Investment fees
GOLF #005	($174,703)		Revenue: $174,703 Transfer from Facilities Fund for paid allocations. Net $0 impact to the Town
CAPITAL #003	($515,000)		Revenue: $500,000 Transfer from Sustainability Fund for the E-Delivery structure Revenue: $15,000 Transfer from special Projects Fund based on revenue from State CTF. Net $0 impact to the Town
UTILITY #002	($166,913)		Revenue: $166,913 Transfer from Facilities Fund for paid allocations. Net $0 impact to the Town
TOTAL	**($3,006,616)**	**$6,702,320**	

RESOLUTION NO. XX

SERIES 2024

A RESOLUTION ADOPTING THE 2024 FINAL SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024

WHEREAS, at the direction of the Town of Breckenridge Council, the Town Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, to the Town Council; and

WHEREAS, in accordance with the municipal charter, §§5.8, 10.8, and 10.12 the Town Council hereby supplements its prior appropriations as hereinafter stated to be used for the purpose for which the stated funds were created and exist.

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

1. Town Council hereby approves this Resolution Adopting The 2024 Final Supplemental Budget Appropriation For The Fiscal Year Beginning January 1, 2024, and ending December 31, 2024, for the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.

2. The amounts set forth below and in the annual budget of 2024 as approved by Resolution No. ____, Series of 2024, are hereby appropriated to the uses stated and the Town Manager has the authority to expend the amounts shown for the purposes stated.

3. This Resolution is effective upon adoption.

FUND	REVENUE	EXPENSE	NOTES
SUSTAINABILITY #019		$500,000	Expense: $500,000 Transfer to the Capital Fund for the E-Delivery structure
HEALTHCARE BENEFITS #018		$200,000	Expense: $200,000 Based on December 2023 fixed and variable healthcare expenses
MARIJUANA #014	($150,000)	$30,000	Revenue: ($150,000) Transfer from Excise Tax Fund based on reduced Marijuana taxes Expense: Increased salary
SPECIAL PROJECTS #013		$10,000	Expense: $10,000 Grants to other agencies
FACILITIES #012		$341,616	Expense: $174,703 Transfer to Golf Fund for paid allocations. Net $0 impact to the Town Expense: $166,913 Transfer to Utility Fund (Water Fund) for paid allocations. Net $0 impact to the Town
CONSERVATION TRUST #009		$15,000	Expense: $15,000 Transfer to Capital Fund based on revenue from State CTF. Net $0 impact to the Town
WORKFORCE HOUSING #007	$1,225,704 ($3,225,704)	$2,000,000	Revenue: $1,000,000 Based on updated SCHA estimates for Sales Tax Revenue: $225,704 Reduced rental income due to delay in opening of Larkspur Revenue: ($3,225,704) Transfer from Excise Tax Fund for impact to ending fund balance Expense: $1,500,000 Stables subsidy timing, will be offset in 2025 Expense: $500,000 Housing Helps
EXCISE TAX #006		$3,605,704	Expense: $3,225,704 Transfer to Workforce Housing Fund. Net $0 impact to the Town Expense: $350,000 Transfer to Marijuana Fund. Net $0 impact to the Town Expense: $30,000 Credit card processing and Investment fees
GOLF #005	($174,703)		Revenue: $174,703 Transfer from Facilities Fund for paid allocations. Net $0 impact to the Town
CAPITAL #003	($515,000)		Revenue: $500,000 Transfer from Sustainability Fund for the E-Delivery structure Revenue: $15,000 Transfer from special Projects Fund based on revenue from State CTF. Net $0 impact to the Town
UTILITY #002	($166,913)		Revenue: $166,913 Transfer from Facilities Fund for paid allocations. Net $0 impact to the Town
TOTAL	**($3,006,616)**	**$6,702,320**	

RESOLUTION ADOPTED AND APPROVED this 10th day of December 2024.

ATTEST: TOWN OF BRECKENRIDGE

_____ _____

Helen Cospolich, Town Clerk Kelly Owens, Mayor

APPROVED IN FORM

_____

Town Attorney Date

Memo

To: Town Council
From: Sustainability Staff
Date: 12/10/24
Subject: Sustainability Update

Materials Management

Christmas Tree Recycling

The Town of Breckenridge is once again offering **FREE** real Christmas tree recycling located at the Stillson Lot (off of Stables Rd near the Stables Village neighborhood). Wayfinding signs will be posted on Wellington Rd for the duration of the program.

The public must remove all lights and decorations from their trees and either reuse or properly dispose of them before placing the trees in the designated area. Trees are accepted through **January 31** to be chipped and turned into High Country Compost. Artificial trees are **NOT** accepted. Reuse artificial trees or rehome it to keep it out of the landfill.

Pay As You Throw/Universal Recycling

Staff is wrapping up the 2024 Materials Management Grant funding cycle and preparing for 2025. We received 14 applications this year with 10 receiving reimbursement, totaling $25,266. Projects ranged from adding public-facing recycling containers at an HOA's pool to switching out single-use disposable plastic kids cups and lids for a reusable stainless-steel option.

We anticipate more applications in 2025 as we approach the June deadline listed in the Universal Recycling Ordinance. Staff are working on the formal variance/waiver form that properties can submit for extenuating circumstances.

Slediquette

Staff created a message to encourage more sustainable sledding practices. This information has been shared through the DMMO, on Town social channels, and through outreach directly to websites that contain information on sledding in Breckenridge.

Winter sledding in Breckenridge is a cherished tradition for many. But did you know that every winter Breckenridge deals with hundreds of pounds of broken plastic sleds? If not properly disposed of, plastic enters the environment where it impacts wildlife and public health. If you plan to sled in Breckenridge this winter, please follow our slediquette:

- **Know where to go.** Sledding is not permitted at the ski areas.
  - Carter Park (FREE) – Accessible by bus or limited parking. Amenities include restrooms, covered pavilion, water refill station, and sled shed.
  - Runway Sledding Hill (FREE) – Accessible by bus or parking at Airport Lot. Amenities include port-o-lets and sled shed. 2024/25 is the last season for Runway.
  - Frisco Adventure Center (FREE or $) - Free sledding available in designated areas only. Tubing is also available, but reservations are required. Amenities include restrooms, lodge, food, and beverage.
- **Reuse is the new recycle**. Utilize the "sled shed" located on-site at the sledding hills. The sled shed is free and is routinely re-stocked by staff. When you're done using your sled, return it to the shed for another user to enjoy!

- **Rent a sled and return instead.** There are several local businesses that will rent you a sled that can be reused many times a season.
    - Ridden
    - Breckenridge Ski and Sport
    - Pioneer Sports, Frisco
- **Choose durable options.** If you need to buy a new sled, opt for one made from durable materials that can withstand the rigors of sledding. Avoid cheap plastic sleds that break easily and contribute to environmental waste.
- **Breakups happen.** We ask that you return broken sleds to the "sled shed" to be recycled. Do not leave it as litter at the park.

Mobility

E-Delivery Program

From November 11 through December 3, the E-Delivery program has removed over 103 delivery trucks from the downtown core, delivered over 12,560 cases of product, and reduced about 3,500 lbs of GHG emissions. 106West has developed an impact report dashboard where these metrics can be viewed and will continue to be updated over the course of the pilot. Town of Breck and 106West staff attended the December 3 Breckenridge Restaurant Association meeting to share updates and solicit feedback on how the first four weeks of the program have gone. The update was well-received, and staff appreciated the feedback provided. 106West has brought on extra holiday help to support the increased delivery volumes seen throughout the busy winter holiday season.

EV Carshare

In 2023 the Town applied for and was selected to participate in a pilot program through Xcel Energy called the "Equitable EV Carsharing." program. Through this program, Xcel offered rebates that covered 90% of the costs to install EV chargers to support the electric carshare vehicles. The program also paid Colorado CarShare, non-profit organization, to provide the vehicles and service for the 1-year pilot program term. Colorado CarShare provided a Kia Niro and a Hyundai Ioniq as the two electric carshare vehicles, which were placed in the South Gondola Parking Garage as a central location easily accessed by bus via the transit center across the street.

Carshare programs increase mobility by providing access to vehicles for those who might not own an automobile, and they can also help motivate households to forgo car ownership or reduce the number of cars per household. The service allows someone to reserve a vehicle in advance, for as little as one hour or up to a week at a time. Operating under a round-trip model, the vehicle must be returned to the same location from which it was picked up.

With the 1-year pilot term expiring at the end of this year, Colorado CarShare has been reviewing the data to determine which pilot community locations they can continue to operate in without the Xcel Energy subsidy. The two vehicles assigned to the South Gondola Parking Garage saw a combined total of 180 reservations and 12,930 miles driven between 7/1/2023- 9/30/2024. Colorado CarShare has determined that based on the utilization, they would like to continue operating with just one vehicle (Hyundai Ioniq) at this location and will reallocate the second vehicle elsewhere. This change is anticipated to take effect in January 2025.

TOWN OF
BRECKENRIDGE

Memo

To:	Breckenridge Town Council Members
From:	Jon Dorr, Assistant Director of Recreation
Date:	12/4/2024 (for the December 10th meeting)
Subject:	Breckenridge Events Committee

The Breckenridge Events Committee met on December 4, 2024. Below you will find the meeting minutes and a link to the SEPA calendar. Event details and logistics were shared about the upcoming Lighting of Breckenridge and Ullr Fest events. Breck Create presented their initial research into a drone show for future 4th of July animation. They also shared an alternative light show option that is currently being done by a company from the Netherlands. BEC will make a recommendation to council at the second meeting in January. Consultants from Designing Local working on the Arts and Culture Master Plan project joined to ask questions pertaining to events in Breckenridge. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, Dec 4, 2024
Town Hall Lower Conference Room
Right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Marika Page, Jon Dorr, Lucy Kay, Tony Cooper, Neal Kerr, Cait McCluskie, Jim McBee, Jen Mehlin, Carter Nelson, Shannon Haynes, Dave Feller, Christin Maguire, Karlie McLaughlin, Tamara Nuzzaci Park, Jill Desmond
Guests: Sarah Wetmore, Majai Bailey, Melissa Andrews, Garrison Green, Bill Wishowski, Julia Puester, Nur Asri, Josh Lapp, TJ Messerschmidt, Hayden Van Andel, Tim Applegate,

I. Michele Chapdelaine called the meeting to order at 9am.

a The Committee Chair took roll call.

b A motion was made to approve Nov 6, 2024, meeting minutes.

- **M/S/P**

II. Upcoming Events

a 12.7.24 Lighting of Breckenridge & Race of Santas **-** Planning for same footprint in core of town. Event highlights will include the traditional dog parade, Race of the Santa's, kids Moose March, countdown to tree lighting with Santa Claus, and Santa Meet & Greet at the Mountain Top Children's Museum. New this year - adding life size snow globe for photo ops in the BRP.

- 12.12.24 Ullr Fest - Planning for traditional event highlights – Shotski "unofficial" World Record breaking attempt in Blue River Plaza, followed by Ullr parade down Main Street, and Ullr Bonfire in Stilson Lot.
- Moving up timeline to improve visibility: Coronation 3pm, Shot Ski 3:30pm, Parade 4pm.

- Shotski goal SOLD OUT – 1401 registered
- Ullr Royalty nominations reviewed by committee made up of past Ullr Royalty, local community members, and reps from various segments of the Breckenridge business community.

b 2025 International Snow Sculpture Competition

- Jan 13-17 (Tech)
- Jan 20-24 (Comp)
- Jan 24 -29 (Viewing) - Invited 12 teams. 9 international and 3 domestic. Moving award ceremony to Backstage Theater to make it a little more a little more intimate. Parking &transit meeting in Dec.

III. General Updates and Discussion

a Breck Create Drone Show Research Status Update

- Breck Create presented an overview of research so far. Talking with several commercial organizations *(Blue Media, Sky Elements, Sky Magic, Skywork, UAV Pro),* all currently available for July 4. Also spoke with the Innovation Center at St. Vrain Valley school about their drone performance program and potential collaboration opportunities (group that produced drone show at Beaver Run). Thay are only available July 3. Summaries and recommendations will be ready for Jan BEC meeting.
- Also presented an alternative to drone show: large-scale immersive art experience that is an innovative and sustainable alternative to fireworks by Studio Roosegaarde. Video Link: https://www.youtube.com/watch?v=1MbyqUjiL70
  - The Committee supported exploring the immersive experience further. Checks a lot of boxes – sustainable, community goodwill, media value.
- NEXT STEPS:
  - January Events Meeting Agenda - 20-30 Minutes (Jill/Neal)
    a. BEC Review options
    b. Consensus around Recommended direction for TC, including no drone show
    c. Determine outstanding logistical questions for recommendation
  - January 2nd Tuesday Council Work Session Meeting (TBD) - IF COMMITTEE RECOMMENDS
    a. Provide memo/deck with recommendation in packet on behalf of Events Committee
    b. Take questions on recommended path

b Arts & Culture Master Plan Project – Designing Local

- Town project aiming to define a community vision for the next decade. Firm selected to facilitate process, Designing Local, presented on process, desired outcomes, and interviewed the BEC to better understand event landscape in Breckenridge.

IV. Review Agenda Items for next BEC Meeting, Wednesday, Jan 8, 2024

a 4th of July Recommendation for Town Council

V. Meeting adjourned at 10:21 am.

The Breckenridge Events Committee evaluates events against four strategic goals:

- **Build Business -** An event designed to drive revenue for greater business community.
- **Branding/Media -** An event designed to draw external media (national & international) promoting the Breckenridge brand.
- **Fundraising -** An event designed to raise awareness and funding for a non-profit organization's mission.

- **Resident Focused -** An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.

Memo

To: Town Council

From: Dana Laverdiere, Director Human Resources

Date: 12/03/2024 (for 12/10/2024)

Subject: HR Update

Town Council Goals (Check all that apply)

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

Summary

The information below is Q3 2024 data that measures the Town of Breckenridge's ability to attract and retain FTYR talent.

Background

The Town of Breckenridge's FTYR turnover rate decreased from 8.4% in Q2 to 4.9% in Q3 with 10 separations. Of these separations, 9 were voluntary and 1 was involuntary. This number is higher than last year during the same time frame (5 separations in Q3, 2023). However, the higher number of separations this quarter was driven by 3 retirements.

2024 FTYR Separation Data									
Q3 2023		Q4 2023		Q1 2024		Q2 2024		Q3 2024	
Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary
2	3	5	0	6	1	16	1	9	1
2.50%		2.50%		3.50%		8.40%		4.90%	

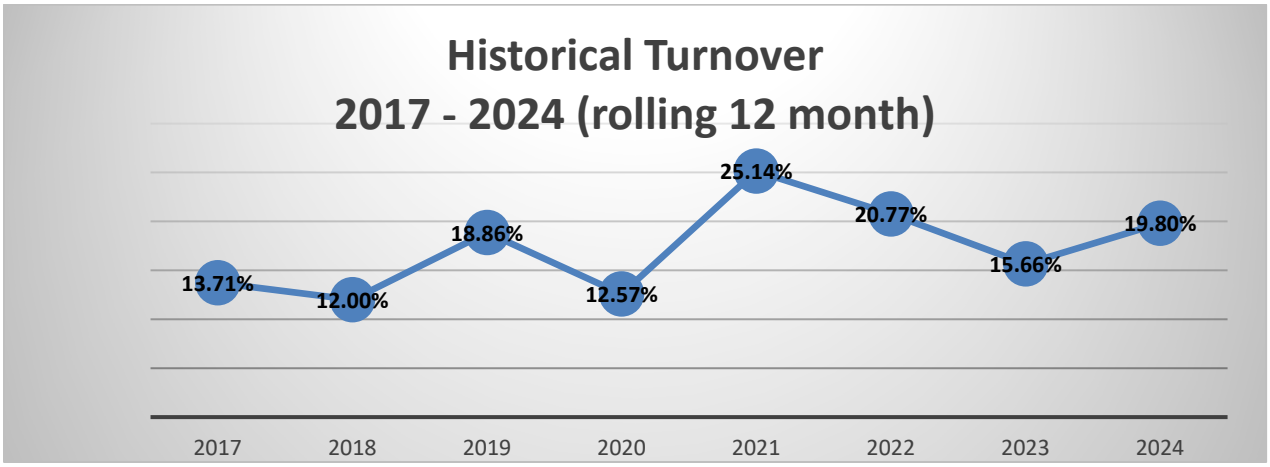
Turnover by Department

Separations by Department								
	Q4, 2023		Q1, 2024		Q2, 2024		Q3, 2024	
	Turnover	Turnover Rate	Turnover	Turnover Rate	Turnover	Turnover Rate	**Turnover**	**Turnover Rate**
Comm Dev	0	0%	0	0%	1	5%	**0**	**0%**
Finance	0	0%	0	0%	0	0%	**0**	**0%**
Human Resources	0	0%	0	0%	0	0%	**0**	**0%**
Muni Serv/Com Eng	0	0%	2	28.60%	0	0%	**0**	**0%**
Police	1	4%	4	16%	3	12.50%	**4**	**14.80%**
Public Works	4	4.40%	1	1%	9	9.80%	**2**	**2.20%**
Recreation	0	0%	0	0%	3	8.30%	**3**	**8.80%**
Administration | IT	0	0%	0	0%	1	16.70%	**1**	**14.30%**

1

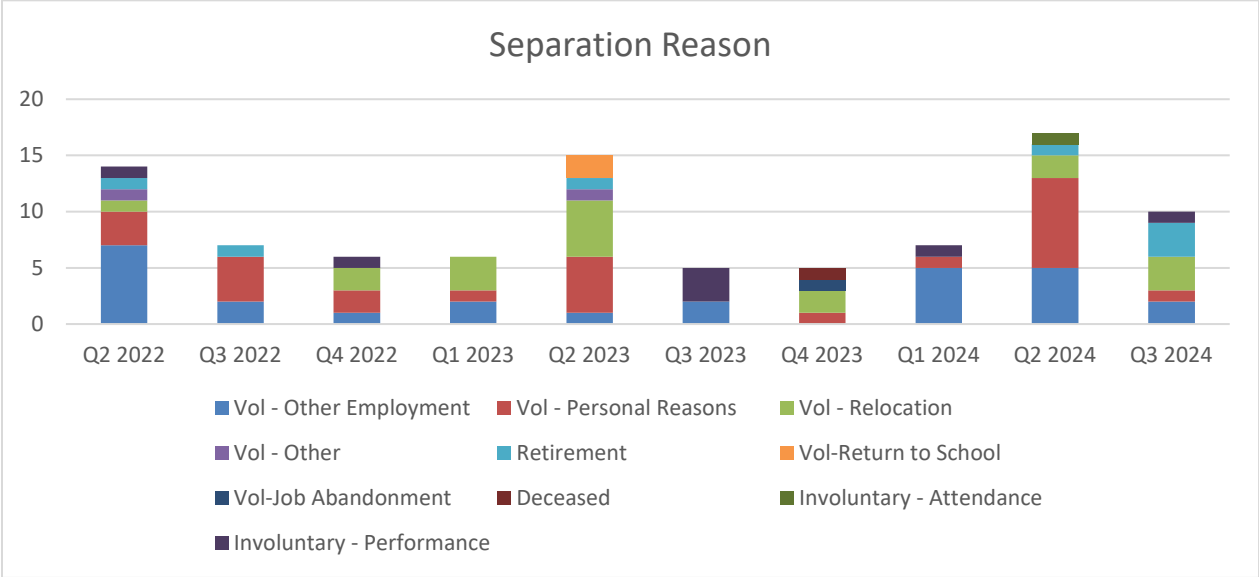
Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Total Historical Turnover



Town of Breckenridge rolling 12-month total turnover is trending at 19.8%. This rate is trending similar to the year-end 2022.

Separation Reasons



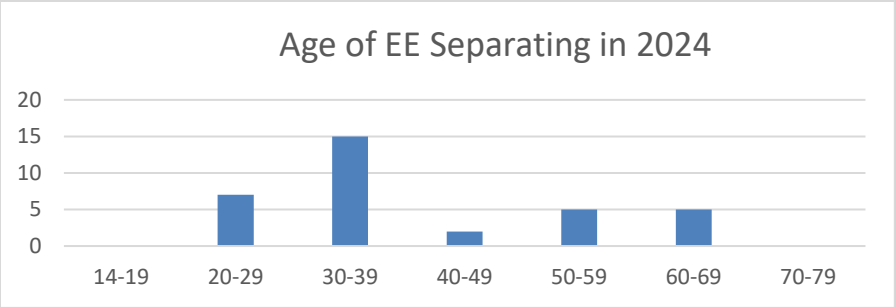
This graph represents the separation reasons for Q2 2022 through Q3 2024.
In Q3 2024, three employees retired from The Town, three relocated (one within Colorado and two out of state). Two employees left for other employment (one for a remote position and one within Summit County). One left due to personal reasons which included relocating out of the United States. There was one involuntary separation due to performance.

First Year FTYR Turnover by Department

First Year Turnover by Department					
Department	**Q1**	**Q2**	**Q3**	**Q4**	**Total**
Comm Dev	0	0	0		0
Finance	0	0	0		0
Human Resources	0	0	0		0
Muni Services/Comm Eng.	0	0	0		0
Police	1	1	0		2
Public Works	0	5	0		5
Recreation	0	2	1		2
Administration | IT	0	1	0		1
Total	1	9	1		11

In Q3, 2024, the Town has fewer employees separating within their first year of FTYR employment, compared to Q2, 2024. Q2 is high due to the end of winter separations. Typically, these separations are employees who thought they would stay longer than one winter. In Q2 (April, May, and June) employees leave at the conclusion of a long winter, and leave for personal reasons and relocations. After Q2, this trend usually levels out, as you see in Q3 data.

Age of Employees Separating in 2024



For the past two years, the highest turnover was among those 30-39 years old, and that continues to be the trend in 2024. The 20-29 age group has the next highest turnover so far this year, which is consistent with 2023.

Application Volume to Date

Total Applications by Quarter					
	Q1	**Q2**	**Q3**	**Q4**	**TOTAL**
2019	515	522	422	401	**1860**
2020	450	174	374	128	**1126**
2021	485	437	323	254	**1499**
2022	436	376	368	332	**1512**
2023	495	402	396	165	**1458**
2024	652	465	491		**1608**

The Town had a total of 491 applicants for all positions in Q3, 2024 including full-time, part-time, and seasonal positions. This is the most applications we received in the first three quarters of the year, since we began tracking this data point. The Town's winter hiring for the Transit and Streets departments were very successful, with many qualified applicants.

Additional Recruitment Data

Promotions from PTYR & Seasonal to FTYR				
	Q1	Q2	Q3	Q4
2023	6	4	6	1
2024	12	3	1	

Promotions from FTYR to FTYR				
	Q1	Q2	Q3	Q4
2023	5	9	4	3
2024	8	2	1	

FTYR Rehires				
	Q1	Q2	Q3	Q4
2023	1	7	1	0
2024	1	2	2	

Total Number of FTYR Hires				
	Q1	Q2	Q3	Q4
2023	19	15	13	3
2024	18	10	14*	

*2 Rehired, 1 Promotion, 11 New Employees

This data highlights the Town's ability to hire and promote within. In total, the Town hired 14 new FTYR employees in Q3, 2024 (1 was a promotion from PT/Seasonal to FTYR and 2 were rehires).

Vacancy
The vacancy rate decreased significantly in Q3, 2024 to 1.2% from 8.8% (end of Q2, 2024). This is due to filling 15 open FTYR positions this quarter. There were 4 FTYR vacancies as we closed out Q3, 2024.

Volunteer Program
Since June of 2023, employees have volunteered a total of 563.5 hours with local non-profits in the community equating to a $25,229.04 investment from the Town.

Summary
In summary, the Town stays focused on only hiring the best and most qualified candidates, and retaining current employees through competitive pay, competitive benefits, housing options, and leadership.

Staff will be available during the work session to answer any questions.

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Kendra Hane, Senior Engineer

Date: 12/4/2024 (for 12/10/2024 work session)

Subject: Ballfield Pavilion Update

Background:
The Ballfield Pavilion project area is the space between the North and South baseball fields at the Breckenridge Recreation Center. Previous projects completed at the baseball fields includes turf replacement with artificial turf to extend the season that the fields can be used (anticipated use is March through November) and LED lighting conversion for on-field lighting. With the completion of the work to extend the fields' playing season and make them more sustainable with reduced water and electricity consumption, the remaining component is to make the space between the two fields accessible to all individuals wanting to enjoy it playing sports, viewing, gathering, playing on the playground, and making a safe connection between the Recreation Center to the recreation path. The Pavilion project budget for design and construction was included in both the 2024 and 2025 CIP.

Current Project:
The Pavilion project scope is the space between the two baseball fields from the recreation path to the east to the parking lot to the west. It involves demolishing the existing restroom and pavilion structure, regrading the site to meet ADA requirements, rebuilding a restroom, adding a shade structure, installing batting cages, improving viewing and seating locations, and creating a safer vehicular entry to the parking lot by demolishing the entry island and making a designated drop-off zone.

Photos of existing condition of pavilion area. Showing failing retaining walls and current plaza area.

Photos of existing condition of pavilion area. Showing current restroom, concession area, and bleacher seating.

The key project goals are to improve accessibility, safety, and connectivity:

Accessibility: In seeking to host more games in this space, accessibility and meeting Americans with Disabilities Act (ADA) guidelines has become a top priority. Currently, the space between the two baseball fields has multiple levels and uneven steps and the restrooms are not ADA compliant.

Safety: The existing splitter-island configuration of the south parking lot entrance is problematic for both vehicles circulating the lot and pedestrians accessing the ballfields. Removal of the landscaped splitter island is proposed with this project to reduce driver confusion and increase safety for both vehicles and pedestrians.

Connectivity: This project seeks to provide improved connections to the ballfields and amenities from both the Blue River Recreation Path and Rec Center parking lot with improved pathways, signage, and widening of the entry points into the space.

Clark & Enersen was selected to lead the design team for the project. At the work session, Clark & Enersen will be leading the discussion on the concepts and options being presented. They recently completed the Schematic Design phase of the design where they presented concepts that Staff provided feedback on to ultimately show two layouts today to choose between. The next phase, pending a decision on layout direction at the work session, is the Design Development phase where refinement of the concept continues and documents are prepared to be presented to Planning Commission on January 21. Construction Documents then will be prepared and construction is anticipated to begin in May 2025. A contractor to perform the construction is to be selected by March 2025. The project is currently anticipated to be constructed in phases (Phase 1 and Phase 2). The discussion of what could be divided into the two phases will be covered below in each option. If a phased approach is maintained, two summer construction windows are anticipated to complete the entire buildout of the design. The phased approach will help with budget constraints.

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

*Cost estimating will be completed by the contractor for Council review and approval prior to awarding a construction contract.

Proposed Design Concepts

Options A and B include common design elements to address the project goals. Both provide connectivity by providing a multi-use paved path (12 feet wide) going from the Blue River Recreation Path to the Recreation Center parking lot.

Then, there is also a walking path (5 feet wide) to the south of the restroom building for pedestrian access around the site. Accessibility of the paths through the site are also addressed by meeting ADA grade limitations and providing viewing areas that are also ADA compliant and access to the restroom and pavilion shade structures.

The restroom building will meet current Building Code and ADA standards. The restroom building is proposed to have two family style gender-neutral rooms and separate men's and women's restrooms. The layout and number of water closets and lavatories is being designed currently. A combination water filling and drinking fountain will be provided along the side of the building. The restroom building will also house the electrical equipment for the field lighting. The building will remain in the same general location as it is currently due to the expense of moving electrical wiring from the on-field lighting and plumbing.

The space is planned to allow flexibility in the plaza area for either picnic tables or open space for pop-up event tents (i.e. team bake sales, concessions, etc.) and for gathering of teams in between games. Spectator spaces will be provided in their existing locations near the fields but also added elevated seating or standing room will be at the plaza level for the North field along the first base line. There will be seating added behind home plate and along the third base line in the hillside of the South field. The hillside viewing above the concrete terraced seating is proposed to be artificial turf where spectators can put down blankets to watch the games. The current metal bleachers on top of concrete steps will be transformed into concrete stepped seating similar to the Dillon Amphitheater seating where spectators will be allowed to bring blankets or camp chairs to set out on the different levels. The failing brick work will be removed from the seating areas. The black bollards that currently form a line behind the bleachers will also be removed to allow for wider paths through the space.

A shade structure with a roof and open on the sides is proposed to allow patrons to gather and be protected from weather. The shade structure will be oriented to allow viewing of the ballfields, and potentially the playground depending on final placement. Sizing of the shade structure is currently being designed as the layout gets finalized.

Batting cages are planned to be added along the first base line of the North field. There will be a path to the South field from the batting cages so that both fields can utilize the batting cages. The batting cages can also be used as warm-up areas when other teams are utilizing the fields. The size and layout of the artificial turf fields does provide some concurrent warm-up space for sports such as soccer and lacrosse when games are underway.

The goal of safety is being addressed through removing the splitter island that is currently in the parking lot at the South entrance to the Recreation Center. The layout shown (see image below) is the primary schematic option during this phase. The sidewalk/ promenade of the park entrance will be increased in size and bumped out slightly. New traffic flow will allow two-way traffic directly adjacent to the promenade, aligning with the eastern drive aisle of the parking lot to the north. This creates a formal 3-way intersection with stop signs. A new drop-off area will be cut into the promenade space as the road turns to the north and into the parking lot. This large, striped-off area encompasses the existing roadway west of the existing island, and approximately the area of the island itself, which will be removed. This striped-off area supports alternative uses such as snow storage, trailer parking, and vendor space. Delineating the striped off area shown in the figure below will be investigated with continuing coordination with Staff in Streets and Parks to come up with the best way to prevent visitors from driving through the area. The central row of parking to the north will be slightly expanded towards the south. This new layout aims to support the needs of Kingdom Park moving forward and allows flexibility to reconfigure the parking lot in the future.

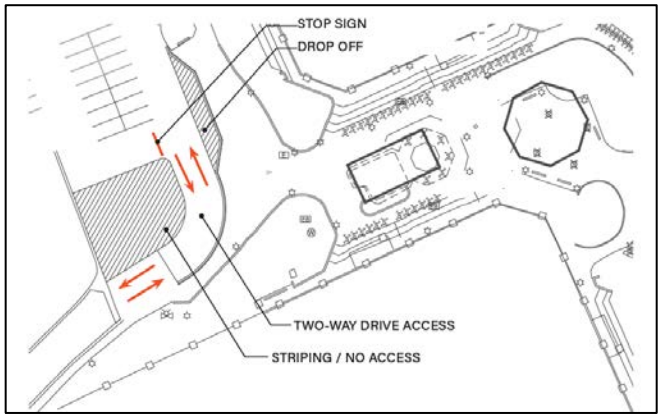


Diagram of the new traffic pattern and entry to the Ballfield Pavilion.

Option A and B Discussion

Option A: Shade Structure Disconnected

Option A shown below shows a restroom building to the west and a shade structure pavilion in the center of the space. The benefit of having the shade structure separate from the restroom building is the location could be closer to the playground for viewing children. The con of this option is it limits the space for flexible plaza seating since the space between the restrooms and shade structure is tighter in this layout which also has to allow for circulation between the two structures. This option has a lower cost for Phase 1 work, but Phase 2 will be more expensive since the shade structure will require remobilizing crews for a second season. To facilitate a Phase 2 construction of the shade structure, the area could be landscaped or footers and hardscape could be installed in Phase 1. This approach would involve some limited reworking of the space in Phase 2 to complete the shade structure component.

The recommended phasing for Option A would be the following:

Phase 1: Paving the paths and concrete for plaza area, seating near the fields, pads for storage, batting cage pads, restroom building, and potential footers and hardscape for shade structure or leave shade structure area landscaped minimally for future footers to be installed.

Phase 2: Hillside viewing installation, shade structure construction, batting cage installation. Finish hardscaping under shade structure if footers were not installed in Phase 1. Construct Parking lot changes for traffic pattern and install signage.

Option B: Shade Structure Connected

Option B shown below shows a combined restroom building with a shade structure extending to the east. The benefits of this option is viewing of both fields at the same time, the efficient use of space for the plaza to feel more open, and the efficiencies of construction. The plaza area will be more open and be a larger space due to not needing to have a walkway space between the two structures. Also moving the shade structure to the west will allow for the opportunity to make the path from the Recreation path more direct due to having more space to make the ADA grade work.

Efficiencies in programming, construction, and budgets will be realized by Option A when footers and other structural elements are shared in one structure, a single construction contract and mobilization are needed, and impacts to programming and use of the area are limited to one season. A negative side for this Option would be a higher Phase 1 construction cost due to building the shade structure initially.

The recommended phasing for this Option B would be the following:

Phase 1: Paving the paths and concrete for the plaza area, seating near the fields, pads for storage, batting cage pads, restroom building combined with the shade structure.

Phase 2: Hillside viewing installation and batting cage installation. Construct Parking lot changes for traffic pattern and install signage.

Council Question/Direction Needed:

Staff is seeking input and direction on which concept, Option A or B, Council would like the design team to proceed with into the next phase of design.

CLARK & ENERSEN

Town of Breckenridge
Ballfield Pavilion Project – Kingdom Park

December 10, 2024

TEAM OVERVIEW

CLARK & ENERSEN

- **Longevity:** 78 years (1946)
- **Size:** 190+ people / 7 offices
- **Disciplines:** Full-service
  - Landscape Architecture
  - Civil Engineering
  - Architecture
  - Interior/Branding Design
  - MEP Engineering
  - Master Planning
  - Energy Modeling
  - A/V and Security Design
  - Commissioning
- **Expertise:** Professional Membership in the American Sports Builders Association

INTRODUCTIONS

JAKE ESSINK
Landscape Designer

KEVIN SMALL
Project Manager,
Landscape Architect

KORTNEY HARRIS
Landscape Designer,
Planning & Urban Design

AGENDA

Project Overview

Site Concepts

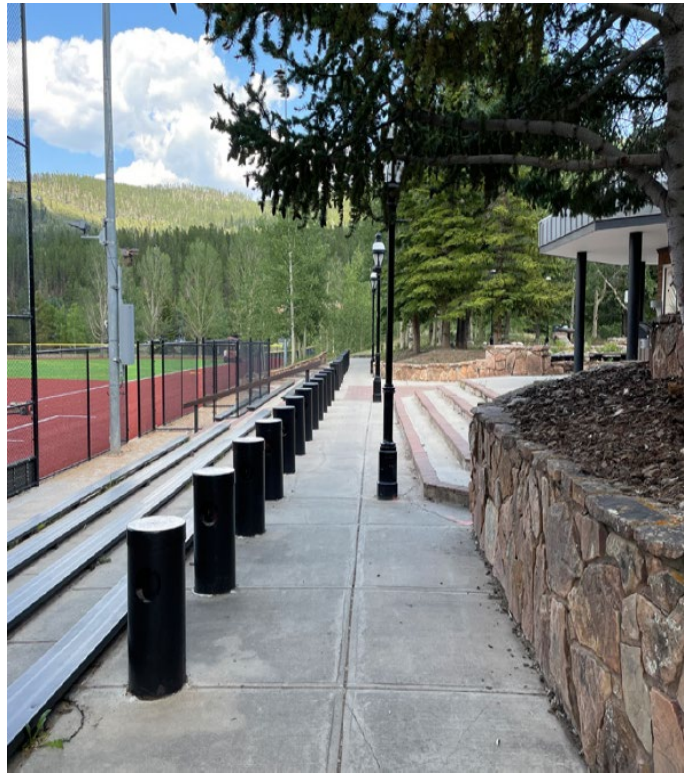
- Concept 1 & 2
- Phasing

PROJECT OVERVIEW \

PROJECT OVERVIEW: Ballfield Pavilion Project

PROJECT OVERVIEW: Ballfield Pavilion Project

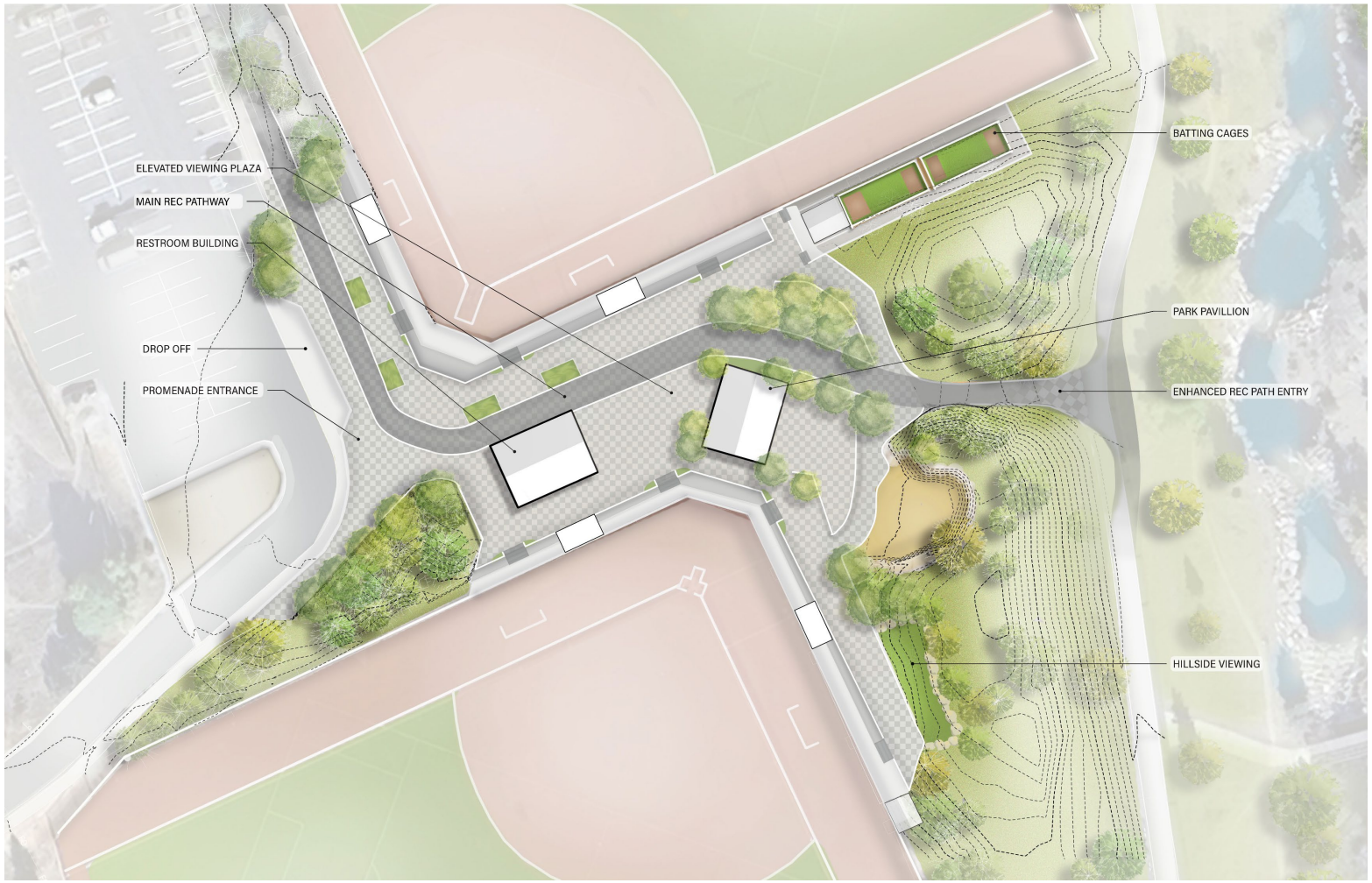
- **LOCATION: Kingdom Park**
- **GOALS/OBJECTS**
  - Accessibility
  - Connectivity
  - Safety



SITE CONCEPTS \

SITE CONCEPTS: Concept A

- **Shade Structure Disconnected**



SITE CONCEPTS: Phasing - Concept A

- **Phase 1**
  - Rec Pathway
  - Plaza & Field Viewing
  - Restroom
  - Batting Cage Pads
- **Phase 2**
  - Batting Cages
  - Shade Structure
  - Hillside Viewing
  - Parking Lot Changes

SITE CONCEPTS: Concept B

- **Shade Structure Connected**

SITE CONCEPTS: Phasing - Concept B

Phase 1

- Rec Pathway
- Plaza & Field Viewing
- Restroom
- Shade Structure
- Batting Cage Pads

Phase 2

- Batting Cages
- Hillside Viewing
- Parking Lot Changes

CLARK & ENERSEN

clarkenersen.com

Memo

To: Town Council

From: Dave Byrd, Finance Director

Date: December 3, 2024 (for 12/10/24- date of work session)

Subject: Debt Income Statement Discussion

Town Council Goals (Check all that apply)

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

Summary

This analysis is a review of the debt projects incurred by the town with offsetting revenue, if applicable, to provide an income statement overview of each project.

This is a follow up request made by Town Council prior to the 2025 budget presentation.

Background

In the past, the town incurred debt for capital projects based upon available funds and funds required for project completion. These projects include Utilities, Workforce Housing, Parking and other infrastructure. As of the end of 2024, the town has $172,796,354 of outstanding debt payments.

This analysis was requested by Town Council to look at revenues and other operating expenses related to the capital projects.

Public outreach/engagement

The debt schedule is part of the budget presentation, presented to Town Council. The budget presentation is also available to public input and is located on the town website.

Financial Implications

2025 principal and interest payments are $9,807,555. Long term debt costs are $172,796,354, ranging from 2025 through 2052.

Equity Lens

The Town's Equity Lens was consulted during the capital project process, particularly with the consideration of the Town's workforce housing efforts and infrastructure projects.

Staff Recommendation

This analysis is informational. No recommendation required.

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.

DEBT SCHEDULE BY YEAR

Primary Source / Fund	Year	Revenue	Principal	Interest	Expense	Total	Income/Loss	Comments
Utility Fund								
Purpose: 2nd Water Treatment Plant								
Loan: 2018 Colorado Water Resources and Power Development Authority (CWRPDA)	**2024**		$ 2,410,399	$ 816,783		$ 3,227,182		
	2025		$ 2,454,376	$ 774,033		$ 3,228,409		
	2026		$ 2,497,507	$ 733,033		$ 3,230,540		
	2027		$ 2,534,683	$ 694,033		$ 3,228,716		
	2028-2032		$ 13,015,185	$ 3,133,063		$ 16,148,248		
	2033-2037		$ 14,194,559	$ 1,956,706		$ 16,151,265		
	2038-2039		$ 6,232,554	$ 225,447		$ 6,458,001		
	Total	**$ -**	**$ 43,339,263**	**$ 8,333,097**	**$ -**	**$ 51,672,360**	**$ (51,672,360)**	
Purpose: Goose Pasture Tarn Dam								
Loan: 2022 Colorado Water Conservation Board (CWCB)	**2024**		$ 330,127	$ 256,127		$ 586,253		
	2025		$ 336,729	$ 249,524		$ 586,253		
	2026		$ 343,464	$ 242,790		$ 586,253		
	2027		$ 350,333	$ 235,921		$ 586,253		
	2028-2032		$ 1,859,610	$ 1,071,658		$ 2,931,267		
	2033-2037		$ 2,053,159	$ 878,108		$ 2,931,267		
	2038-2042		$ 2,266,854	$ 664,414		$ 2,931,267		
	2043-2047		$ 2,502,790	$ 428,478		$ 2,931,267		
	2048-2052		$ 2,763,282	$ 167,985		$ 2,931,267		
	Total	**$ -**	**$ 12,806,347**	**$ 4,195,004**	**$ -**	**$ 17,001,351**	**$ (17,001,351)**	
Combined Water Treatment Loan & GPTD Loan	**2024**	$ 12,269,551	$ 2,740,526	$ 1,072,910	$ 7,134,445	$ 10,947,880	1,321,671	Utility income statement
	2025	$ 13,883,167	$ 2,791,105	$ 1,023,557	$ 15,366,370	$ 19,181,032	(5,297,865)	
	2026	$ 11,599,136	$ 2,840,971	$ 975,822	$ 6,128,631	$ 9,945,424	1,653,712	
	2027	$ 12,251,085	$ 2,885,016	$ 929,953	$ 15,582,093	$ 19,397,062	(7,145,977)	
	2028-2032	$ 55,000,000	$ 14,874,795	$ 4,204,721	$ 66,710,000	$ 85,789,516	(30,789,516)	
	2033-2037	$ 55,000,000	$ 16,247,718	$ 2,834,814	$ 70,000,000	$ 89,082,533	(34,082,533)	
	2038-2042	$ 55,000,000	$ 8,499,408	$ 889,861	$ 45,000,000	$ 54,389,269	610,731	
	2043-2047	$ 55,000,000	$ 2,502,790	$ 428,478	$ 67,000,000	$ 69,931,267	(14,931,267)	
	2048-2052	$ 55,000,000	$ 2,763,282	$ 167,985	$ 180,000,000	$ 182,931,267	(127,931,267)	
	Total	**$ 325,002,939**	**$ 56,145,610**	**$ 12,528,101**	**$ 472,921,539**	**$ 541,595,250**	**$ (216,592,311)**	
Capital Fund								
Purpose: Fiber Infrastructure 003-0000-10402								Proforma need?
COP: Series 2020a - UMB Chandler (153544.1 -> 153544.6)	**2024**	$ 187,390	$ 320,000	$ 150,825	3,348,328	$ 3,819,153	$ (3,631,763)	
	2025	$ 188,300	$ 325,000	$ 146,543	2,338,308	$ 2,809,851	$ (2,621,551)	
	2026	$ 188,300	$ 325,000	$ 141,545	350,000	$ 816,545	$ (628,245)	
	2027	$ 188,300	$ 335,000	$ 134,066	350,000	$ 819,066	$ (630,766)	
	2028-2032	$ 941,500	$ 1,795,000	$ 550,183	9,750,000	$ 12,095,183	$ (11,153,683)	
	2033-2037	$ 941,500	$ 2,030,000	$ 316,668	1,750,000	$ 4,096,668	$ (3,155,168)	
	2038-2040	$ 564,900	$ 895,000	$ 41,864	1,050,000	$ 1,986,864	$ (1,421,964)	
	Total	**$ 3,200,190**	**$ 6,025,000**	**$ 1,481,693**	**$ 18,936,636**	**$ 26,443,329**	**$ (23,243,139)**	

Excise Fund									
Purpose: Refunding of 2007 COP for Childcare facility									
COP: Series 2020b - UMB Chandler	**2024**	$ -	$ 205,000	$ 35,975	$ -	$ 240,975			
	2025	$ -	$ 215,000	$ 25,725	$ -	$ 240,725			
	2026	$ -	$ 220,000	$ 22,500	$ -	$ 242,500			
	2027	$ -	$ 230,000	$ 11,500	$ -	$ 241,500			
	Total	$ -	$ 870,000	$ 95,700	$ -	$ 965,700	**$ (965,700)**		
Purpose: 2006 COP retirement - Police Station									
COP: 2016 - UMB Chandler 144256.1									
	2024	$ -	$ 250,000	$ 13,950	$ -	$ 263,950			
	2025	$ -	$ 255,000	$ 5,100	$ -	$ 260,100			
	Total	$ -	$ 505,000	$ 19,050	$ -	$ 524,050	**$ (524,050)**		
Excise Total		**$ -**	**$ 1,375,000**	**$ 114,750**	**$ -**	**$ 1,489,750**	**$ (1,489,750)**		
Workforce Housing Fund									
Purpose: Huron Landing Housing Project									
COP: 2016 - UMB Chandler 144256.1	**2024**	$ 441,925	$ 355,000	$ 229,100	$ -	$ 584,100	(142,175)	Summit County 50% COP	
	2025	$ 441,925	$ 365,000	$ 218,450	$ -	$ 583,450	(141,525)	Rental income	
	2026	$ 441,925	$ 380,000	$ 203,850	$ -	$ 583,850	(141,925)		
	2027	$ 441,925	$ 395,000	$ 188,650	$ -	$ 583,650	(141,725)		
	2028-2032	$ 2,209,625	$ 2,210,000	$ 698,500	$ -	$ 2,908,500	(698,875)		
	2033-2035	$ 1,325,775	$ 1,590,000	$ 161,500	$ -	$ 1,751,500	(425,725)		
	Total	**$ 5,303,100**	**$ 5,295,000**	**$ 1,700,050**	**$ -**	**$ 6,995,050**	**$ (1,691,950)**		
Purpose: Ullr Apartments									
COP: 2021 - UMB Chandler									
	2024	$ 42,000	$ 315,000	$ 382,550	$ 300,000	$ 997,550		Rental Income	
	2025	$ 60,000	$ 330,000	$ 366,800	$ 700,000	$ 1,396,800			
	2026	$ 60,000	$ 350,000	$ 350,300	$ -	$ 700,300			
	2027	$ 60,000	$ 365,000	$ 332,800	$ -	$ 697,800			
	2028-2032	$ 300,000	$ 2,125,000	$ 1,370,250	$ -	$ 3,495,250			
	2033-2037	$ 300,000	$ 2,640,000	$ 817,100	$ -	$ 3,457,100			
	2038-2041	$ 240,000	$ 2,445,000	$ 249,200	$ -	$ 2,694,200			
	Total	**$ 1,062,000**	**$ 8,570,000**	**$ 3,869,000**	**$ 1,000,000**	**$ 13,439,000**	**$ (12,377,000)**		
Purpose: Larkspur Apartments									
COP: 2022									
	2024	$ 712,250	$ 565,000	$ 859,500	$ -	$ 1,424,500	(712,250)	Summit County 50% COP	
	2025	$ 954,625	$ 590,000	$ 831,250	$ -	$ 1,421,250	(466,625)	Rental income	
	2026	$ 954,875	$ 620,000	$ 801,750	$ -	$ 1,421,750	(466,875)		
	2027	$ 954,375	$ 650,000	$ 770,750	$ -	$ 1,420,750	(466,375)		
	2028-2032	$ 4,775,625	$ 3,780,000	$ 3,331,250	$ -	$ 7,111,250	(2,335,625)		
	2033-2037	$ 4,776,000	$ 4,825,000	$ 2,287,000	$ -	$ 7,112,000	(2,336,000)		
	2038-2042	$ 4,777,000	$ 6,160,000	$ 954,000	$ -	$ 7,114,000	(2,337,000)		
	Total	**$ 17,904,750**	**$ 17,190,000**	**$ 9,835,500**	**$ -**	**$ 27,025,500**	**$ (9,120,750)**		
Parking & Transportation Fund									
Purpose: Gondola Parking Structure									
COP: Series 2020b UMB Chandler	**2024**	$ 4,093,604	$ 965,000	$ 1,352,275	$ 1,776,329	$ 4,093,604	-	Parking Fees, Lift Ticket Tax	
	2025	$ 4,220,369	$ 1,015,000	$ 1,304,025	$ 1,901,344	$ 4,220,369	-		
	2026	$ 4,315,211	$ 1,030,000	$ 1,288,800	$ 1,996,411	$ 4,315,211	(0)		
	2027	$ 4,413,531	$ 1,080,000	$ 1,237,300	$ 2,096,232	$ 4,413,532	(0)		
	2028-2032	$ 22,595,467	$ 6,270,000	$ 5,320,250	$ 11,005,217	$ 22,595,467	(0)		
	2033-2037	$ 23,142,278	$ 7,840,000	$ 3,746,800	$ 11,555,478	$ 23,142,278	0		
	2038-2042	$ 23,716,451	$ 9,535,000	$ 2,048,200	$ 12,133,251	$ 23,716,451	(0)		
	2043-2044	$ 9,729,966	$ 4,370,000	$ 264,000	$ 5,095,966	$ 9,729,966	0		
	Total	**96,226,877**	**32,105,000**	**16,561,650**	**47,560,227**	**96,226,877**	**0**		

Memo

To: Town Council

From: Shannon Smith, Town Engineer

Date: 12/4/2024 (for 11/26/2024)

Subject: Engineering Regulations Update

The Breckenridge Engineering Design Standards and Construction Specifications have been updated to incorporate changes to meet the Town's goals of dark sky community certification. The Town Engineer has the authority to update these standards through Section 10-1-3 of the Town Code. Changes are limited to nomenclature and minor text clarifications to Chapter 5.18 of the Engineering Design Standards. The updated section of the standards is attached to this memo.

CHAPTER 5
STREET STANDARDS

TABLE OF CONTENTS

5.1 INTRODUCTION 1
5.2 OTHER STANDARDS 1
5.3 GENERAL DESIGN GUIDELINES 1
5.4 STREET CLASSIFICATION 2
5.4.1 Arterial 2
5.4.2 Major Collector 2
5.4.3 Minor Collector 3
5.4.4 Local 3
5.5 DESIGN CONTROLS 3
5.5.1 Design Vehicles 3
5.5.2 Design Speed 4
5.5.3 Right-of-Way Widths 4
5.5.4 Traffic Considerations 4
5.5.5 Capacity Considerations 5
5.6 DESIGN ELEMENTS 5
5.6.1 Sight Distance 5
5.6.1.1 Stopping Sight Distance 5
5.6.1.2 Sight Distance Measurement Criteria 6
5.6.1.2.1 Height of Driver's Eye 6
5.6.1.2.2 Height of Object 6
5.6.1.3 Sight Distance on Horizontal Curves 6
5.6.1.4 Sight Distance on Vertical Curves 7
5.6.1.5 Intersection Sight Distance 7
5.6.1.5.1 Sight Triangles 8
5.6.1.5.2 Approach Sight Triangles (Uncontrolled or Yield-Controlled Intersection) 8
5.6.1.5.3 Departure Sight Triangles (Stop Controlled Intersection) 8
5.6.1.5.4 Identification of Sight Obstructions within Sight Triangles 9
5.6.2 Horizontal Alignment 9
5.6.2.1 Traffic Calming 9
5.6.2.2 Horizontal Curves 10
5.6.2.3 Superelevation 10
5.6.3 Vertical Alignment 11

5.6.3.1 Terrain 11
5.6.3.2 Grades 11
5.6.3.3 Vertical Curves 11
5.6.3.4 Vertical Clearance to Obstructions 12
5.6.4 Cross Section Elements 12
5.6.4.1 Traveled Way 12
5.6.4.1.1 Cross Slope 12
5.6.4.1.2 Lane Widths 12
5.6.4.2 Shoulders 12
5.6.4.3 Roadside Design 13
5.6.4.3.1 Cut and Fill Slopes 13
5.6.4.3.2 Roadside Ditches 13
5.6.4.3.3 Clear Zone 13
5.6.4.3.4 Obstructions 13
5.6.4.3.5 Roadside Barriers 13
5.6.4.3.6 Retaining Walls 14
5.6.4.4 Curbs 15
5.6.4.5 Medians 15
5.7 INTERSECTIONS 15
5.7.1 Alignment and Profile 15
5.7.2 Corner Radii 16
5.7.3 Functional Intersection Area 16
5.7.4 Channelization 17
5.7.4.1 Islands 17
5.7.4.2 Medians 17
5.7.5 Auxiliary Lanes 17
5.7.5.1 Deceleration Lanes 17
5.7.5.1.1 Storage Length 18
5.7.5.1.2 Tapers 18
5.7.5.2 Acceleration Lanes 18
5.7.5.3 Two-way Left Turn Lanes 19
5.8 DEAD END STREETS (CUL-DE-SACS) 19
5.9 BRIDGES 19
5.10 ACCESS CONTROL AND MANAGEMENT 19
5.10.1 Private Access 19
5.10.1.1 Commercial 20

5.10.1.2 Residential 20
5.10.2 Access Changes 20
5.10.2.1 Number of Accesses 20
5.10.2.2 Location 20
5.10.3 Access Management Techniques 21
5.10.4 Sight Distance 21
5.10.5 Access Spacing 21
5.10.6 Access Width 22
5.10.7 Access Type 23
5.10.7.1 Curb Cut Driveway 23
5.10.7.2 Radius Driveway 23
5.10.8 Access Design Details 23
5.10.8.1 Access Profile 23
5.10.8.2 Access Geometry 23
5.10.8.3 Access Surfacing 23
5.10.8.4 Access Drainage 24
5.10.9 Access Maintenance 24
5.11 PARKING AREAS (ON-STREET PARKING WITHIN RIGHT-OF-WAY) 24
5.11.1 Parking Area Surfacing 24
5.11.2 Parking Grades 24
5.11.3 Parking Stall Requirements 24
5.11.4 Parking Construction Requirements 25
5.12 PEDESTRIAN AND BICYCLE FACILITIES 25
5.12.1 Pedestrian Facilities 25
5.12.1.1 Pedestrian Environmental Impact 25
5.12.1.2 Pedestrian Facility Widths 25
5.12.1.3 Pedestrian Pavement Thickness 25
5.12.1.4 Horizontal and Vertical Clearance 26
5.12.1.5 Sidewalk Widening 26
5.12.1.6 Slope 26
5.12.1.7 Sidewalk Shouldering 26
5.12.1.8 Sidewalk Stormwater 26
5.12.1.9 Sidewalk Alignment 26
5.12.1.10 Heated Sidewalks 26
5.12.1.11 Trail Connections 27
5.12.1.12 Pedestrian Bridges 27

5.12.1.13 Pedestrian Railings 27
5.12.1.14 Pedestrian Easements 27
5.12.2 Bicycle & Shared-use Facilities 27
5.12.2.1 Shared-use Environmental Impact 28
5.12.2.2 Design Speed 28
5.12.2.3 Shared-use Facility Widths 28
5.12.2.4 Shared-use Pavement Thickness 28
5.12.2.5 Shared-use Horizontal and Vertical Clearance 28
5.12.2.6 Shared-use Widening 28
5.12.2.7 Shared-use Slope 28
5.12.2.8 Shared-use Shouldering 28
5.12.2.9 Shared-use Stormwater 29
5.12.2.10 Shared-use Alignment 29
5.12.2.11 Shared-use Bridges 29
5.12.2.12 Shared-use Railings 29
5.12.2.13 Shared-use Easements 29
5.13 ACCESSIBLE PEDESTRIAN DESIGN 29
5.13.1 ADA Accessibility Requirements, Standards, and Guidelines 29
5.13.2 Technical Requirements for Accessible Design 30
5.13.3 Curb Ramp Types 30
5.13.4 Curb Ramp Technical Requirements 30
5.13.4.1 Ramps 30
5.13.4.2 Landings and Turning Spaces 30
5.13.4.3 Cross Slopes 31
5.13.5 Detectable Warning Surfaces 31
5.13.6 Pedestrian Crossings at Controlled Intersections 31
5.13.6.1 Signalized Intersection Crossing Controls 31
5.13.6.2 Stop and Yield Crossing Controls 31
5.13.6.3 Roundabout Crossing Controls 31
5.13.7 ADA Curb Ramp Variance Process 31
5.14 PEDESTRIAN CROSSING CRITERIA FOR UNCONTROLLED OR MID-BLOCK CROSSINGS 32
5.14.1 Definitions 32
5.14.2 References 32
5.14.3 Pedestrian Traffic Analysis and Recommendations 33
5.14.3.1 Pedestrian Volumes and Delays 33
5.14.3.2 Crossing Treatment Criteria 34

5.14.3.2.1 Criterion A 34
5.14.3.2.2 Criterion B 34
5.14.3.2.3 Criterion C 34
5.14.3.2.4 Criterion D 34
5.14.4 Crossing Enhancement Eligibility Worksheet 35
5.14.5 Pedestrian Crossing Enhancements 35
5.14.5.1 Pavement Markings and Conventional Signs 36
5.14.5.1.1 Standard Continental Crosswalk Markings 36
5.14.5.1.2 High Visibility Markings 36
5.14.5.1.3 Advanced Yield or Stop Markings and Signs 36
5.14.5.1.4 Pedestrian Sign Assembly 36
5.14.5.2 Physical Geometric Treatments 37
5.14.5.2.1 Refuge Islands 37
5.14.5.2.2 Curb Extensions (Bulb-Outs) 37
5.14.5.2.3 Raised Crosswalks 37
5.14.5.3 Rectangular Rapid Flashing Beacon (RRFB) 37
5.14.5.4 Pedestrian Hybrid Beacon 38
5.14.5.5 Grade Separated Crossing 38
5.15 TRANSIT FACILITIES 39
5.16 PAVEMENT DESIGN 39
5.16.1 Soils Testing for Pavement Design 39
5.16.2 Flexible Pavement Design 39
5.16.3 Rigid Pavement Design 40
5.17 Traffic Control Devices 40
5.17.1 Street Name Signs 40
5.17.2 Stop Signs 41
5.17.3 Private Signage 41
5.17.4 Public Illuminated Signage 41
5.17.5 Signage Requests 41
5.18 STREET LIGHTING 41
5.18.1.1 Equipment Type and Location 41
5.18.1.2 Positioning at Intersections 42
5.18.1.3 Roundabout Lighting 42
5.18.1.4 Light Pole Offset Distances 43
5.18.1.5 Underground Service 43
5.18.2 Pedestrian Lighting 43

5.18.3 Dark Skies 43
5.18.4 Residential Areas 43
5.19 PRIVATE FACILITIES 43
5.19.1 Private Streets 43
5.19.2 Private Snow Melt Systems 44
5.20 UTILITIES 44
5.21 DESIGN CRITERIA TABLE BY STREET CLASSIFICATION 45

LIST OF TABLES

Table 5.1. Design Vehicles 4
Table 5.2. Right-of-Way Widths 4
Table 5.3. Stopping Sight Distance on Level Roadways 5
Table 5.4. Stopping Sight Distance on Grades 6
Table 5.5. Minimum Horizontal Curve Radius (Normal Crown) 10
Table 5.6. Minimum K Values for Vertical Curves 12
Table 5.7. Acceleration/Deceleration Lane Design Criteria 18
Table 5.8. Auxiliary Lane Storage Lengths 18
Table 5.9 Design Vehicle Selection for Access Sight Distance 21
Table 5.10 Access Spacing Requirements 22
Table 5.11 Access Width Requirements 22
Table 5.12 Crossing Enhancement Eligibility Worksheet 35
Table 5.13 Pavement Thickness Minimums 40
Table 5.14 Design Criteria by Street Classification 45

LIST OF FIGURES

Figure 5.1. Diagram Illustrating Components to Determine Sight Distance 7
Figure 5.2. Approach Sight Triangles at Intersections (Uncontrolled or Yield-Controlled) ... 8
Figure 5.3. Departure Sight Triangles at Intersections (Stop-Controlled) 9
Figure 5.4. Functional Intersection Area 17

LIST OF ATTACHMENTS – APPENDIX C

CROSSING ENHANCEMENT ELIGIBILITY WORKSHEET
BRECKENRIDGE TYPICAL SECTIONS

5.1 INTRODUCTION

Street design addresses safe and efficient movement of vehicles, pedestrians, bicycles, and transit while also incorporating landscaping, utilities, and storm drainage. Low impact drainage systems are encouraged where feasible. The street and trails network create multiple travel routes and minimize the distance required for pedestrians and bicycles to access primary activity sites. This section sets forth the minimum standards for street design and construction. Developers and engineers are encouraged to design above the minimum standards and in some cases due to site specific conditions the Town Engineer may require design above the minimum standards. The purpose and intent of this chapter is to provide safe travel for vehicles and pedestrians, efficient traffic flow which minimizes traffic congestion, and minimizes maintenance concerns.

Chapter 5 also includes access management, which is the coordinated planning, regulation, and design of access between roadways and land development. It involves the systematic control of the location, spacing, design, and operation of accesses, median openings, interchanges, and street connections. Access management provides the means to balance good mobility along the street network with local access needs of businesses and residents. Implementation of access management principles and techniques on transportation networks can provide the following long-term benefits for highway users, communities, and businesses.

These standards apply to the design, construction, and maintenance of both public and private streets, driveways, pedestrian paths, and on-street parking in the Town of Breckenridge. These standards also apply to all construction, whether completed by a private Developer or the Town of Breckenridge. All Town streets, whether new construction or upgrading of existing infrastructure, shall be built in accordance with these standards.

5.2 OTHER STANDARDS

A significant portion of the criteria used by the Town for Street Standards is taken from the 2018 edition of the American Association of State Highway and Transportation Officials (AASHTO) publication *A Policy on Geometric Design of Highways and Streets*. Throughout the rest of Chapter 5, this document will be referred to as the *AASHTO Green Book*. Where no requirement is given in this chapter, the newest additions of the following standards shall govern, unless otherwise approved by the Engineering Division:

1. AASHTO Green Book
2. AASHTO Roadside Design Guide
3. Manual of Uniform Traffic Control Devices (MUTCD)
4. CDOT Roadway Design Guide
5. CDOT Bridge Design Manual
6. CDOT Pavement Design Manual
7. CDOT Drainage Design Manual
8. United States Access Board (PROWAG and ADAAG)

Construction standards for street related improvements are outlined in Chapter 9 of the standards. Right of Way requirements for work within existing streets and Right of Ways are outlined in Chapter 3 of these standards. Off-street parking requirements are outlined in the Town Code.

5.3 GENERAL DESIGN GUIDELINES

The Town of Breckenridge is located in a mountainous valley with heavy annual snowfall. Due to the terrain, street design poses unique challenges to meet design requirements. The following guidelines shall be followed for designing in this unique environment:

1. Streets are encouraged to be designed to maximize southern exposure and minimize north facing or shaded areas, especially on steeper slopes.
2. Street grades shall be minimized to the extent possible, while also minimizing switchbacks and site disturbance.
3. Streets shall be designed to avoid impacting wetlands and other environmentally sensitive areas. Design shall minimize impacts to the environment.
4. Streets shall be designed to retain as many trees and vegetation as possible. Design shall strive to retain or create vegetative buffers between streets and adjacent properties.
5. Drainage in winter shall be considered and icing of roadways and pedestrian routes shall be considered in the design.
6. Impacts of snow and ice to striping, parking, signage, signal sensors and other improvements shall be considered in the design.

5.4 STREET CLASSIFICATION

Town streets are classified according to function. Functional classifications shall be established by the Town Engineer. The Town Engineer has the authority to make the determination for road classification. For planning purposes, the town uses the following functional categories to classify its roads.

5.4.1 Arterial

An arterial street is a high-capacity roadway. The primary function of an arterial street is to deliver traffic from collector streets to freeways or expressways and provide for travel through and between communities. These streets primarily serve through traffic, and access to adjacent property is limited.

An arterial street generally has the following characteristics:

1. Posted speed limit greater than or equal to 35 mph
2. 4-lane minimum width, plus additional turn lanes
3. 10,000 vehicles per day (vpd) expected minimum traffic volume when the land served by the arterial is fully developed
4. Limited access to adjacent parcels of land
5. No back-out drives are permitted

The only arterial street within the Town is Colorado State Highway 9. Since the Town has no existing or planned arterial streets, the design standards in this chapter will not cover their design. Consult the Colorado Department of Transportation Roadway Design Guide for design of arterial streets on the Colorado State Highway System.

5.4.2 Major Collector

A major collector street is a moderate-capacity street which serves to move traffic from local streets and minor collector streets to arterial streets. The major collector balances both through-travel needs and access to adjacent property favoring more access control and higher speeds.

A major collector street generally has the following characteristics:

1. Posted speed limit from 30 mph to 40 mph
2. Traffic volumes generally between 3,000 and 10,000 vehicles per day when the land served by the major collector is fully developed
3. Designed to handle traffic volumes loading from and onto local, other collector, and arterial streets

4. No back-out drives are permitted

Refer to typical section in Standard Details.

5.4.3 Minor Collector

A minor collector street is a low-to-moderate-capacity street which serves to move traffic from local streets and major collector streets to arterial streets. The minor collector balances both through-travel needs and access to adjacent property favoring a higher level of access and lower speeds than a major collector.

A minor collector street generally has the following characteristics:

1. Posted speed limit from 25 mph to 35 mph
2. Traffic volumes generally between 1,000 and 3,000 vehicles per day when the land served by the major collector is fully developed
3. Designed to handle traffic volumes loading from and onto local, other collector, and arterial streets
4. No back-out drives are permitted

Refer to typical section in Standard Details.

5.4.4 Local

A local street provides direct access from abutting properties to alley, major collector, minor collector, or arterial streets. While it provides for some through travel, the primary purpose is to provide access to individual properties.

A local street generally has the following characteristics.

1. Posted speed limit from 15 mph to 25 mph
2. Traffic volumes up to 1,000 vehicles per day
3. Designed for the safety of pedestrians, bicyclists, and the ease of access to adjacent parcels of land
4. Back-out drives may be permitted for single family homes and duplexes

Refer to typical section in Standard Details.

5.5 DESIGN CONTROLS

5.5.1 Design Vehicles

The street design shall accommodate the turning movements of the design vehicle as listed in

Table 5 below. The design should allow the design vehicle to make turns at intersections without encroaching into the oncoming lanes. The need for vehicles greater than the design vehicle to turn into oncoming lanes shall be reviewed and the design modified if appropriate based on nearby land use or business operations. Existing, proposed, or potential future transit routes as determined by the Transit Superintendent shall be designed to accommodate the design transit vehicle. The design engineer shall confirm that any local fire district turning requirements are also met.

Table 5.1. Design Vehicles

Street Classification	Design Vehicle
Major Collector	Intermediate Semitrailer (WB-40)
Minor Collector	Intercity Bus (BUS-45)
Local	Single-Unit Truck (SU-30)
Transit Facilities	Intercity Bus (BUS-45)
Commercial Access	Single-Unit Truck (SU-30)*
Multi-family Residential Access	Single-Unit Truck (SU-30)
Single-family Residential Access	Passenger Car (P)

* Commercial accesses that routinely use vehicles larger than a SU-30 should select and appropriate design vehicles for the onsite operations.

Additional details on these and other design vehicles can be found in Chapter 2 of the *AASHTO Green Book*.

5.5.2 Design Speed

The choice of design speed is influenced principally by the character of terrain, roadway classifications, and traffic volume. A roadway in the valley floor justifies a higher design speed than a roadway through steep mountainous terrain.

The design speed for streets in the Town will generally be equal to the posted speed. Under certain conditions, the Town Engineer may require that a design speed exceed the posted speed. Refer to Section 5.2 for the posted speed ranges of each street classification.

5.5.3 Right-of-Way Widths

The width of right-of-way depends on the street cross section to be used, topography in the area, and other physical controls. It is important to acquire sufficient right-of-way to facilitate future widening and other improvements as traffic warrants.

Minimum right-of-way widths to be dedicated for street construction in the Town are listed in Table 5.2 below. These minimums may be increased where necessary to meet side slope requirements, roadside drainage ditch requirements, transit facilities, roundabouts, intersection improvements, and other considerations requiring additional public right-of-way for the street.

The minimum clearance from the right-of-way line to the catch point of a cut or fill slope should be 5 feet for all types of cross sections. When feasible, 10 feet of clearance should be provided. Restrictive easements may be provided in lieu of dedicated right-of-way if approved by the Town Council.

Table 5.2. Right-of-Way Widths

Street Classification	Minimum Right-of-Way Width (feet)
Major Collector	80
Minor Collector	70
Local	50

5.5.4 Traffic Considerations

The design of a street and its features should be based upon consideration of the traffic volumes and characteristics to be served. In urban areas, these characteristics usually are dominated by vehicular traffic demands, but the design should also consider pedestrian, bicycle, and transit uses. Information for all current and projected user modes should be considered jointly. Vehicular traffic volumes typically drive the need for street improvements and will affect the geometric design.

5.5.5 Capacity Considerations

The level of congestion that is considered acceptable for a street or intersection will vary. The Level of Service (LOS) is intended to characterize the operating condition of a street or intersection in terms of speed, travel time, freedom to maneuver, traffic interruptions, comfort, and convenience. The results of the LOS should be a key consideration in the design process. Consult Chapter 4 of this manual for more information regarding traffic considerations for street projects.

5.6 DESIGN ELEMENTS

The alignment of a street produces a great impact on the environment, the fabric of the community, and the street user. The alignment consists of a variety of design elements that combine to create a facility that serves traffic safely and efficiently, consistent with the facility's intended function. Principal elements of design include sight distance, horizontal alignment, superelevation, vertical alignment, and cross section elements.

5.6.1 Sight Distance

Sight distance is the length of roadway visible to a driver. Sight distance is required for safe and efficient operation of a vehicle on a highway. The path and speed of motor vehicles on streets are subject to the control of drivers whose ability, training and experience vary greatly. The available sight distance on a roadway should be sufficiently long to enable a vehicle traveling at or near the design speed to stop before reaching an object in its path.

5.6.1.1 Stopping Sight Distance

Stopping sight distance is the sum of two distances: (1) the distance traversed by the vehicle from the instant a driver sights an object necessitating a stop to the instant the brakes are applied, and (2) the distance needed to stop the vehicle from the instant the brakes application begins. These are referred to brake reaction distance and braking distance, respectively. Table 5.3 contains the stopping sight distances on level roadways based on design speed.

Table 5.3. Stopping Sight Distance on Level Roadways

Design Speed (mph)	Brake Reaction Distance (ft)	Braking Distance on Level (ft)	Stopping Sight Distance	
			Calculated (ft)	Design (ft)
15	55.1	21.6	76.7	80
20	73.5	38.4	111.9	115
25	91.9	60.0	151.9	155
30	110.3	86.4	196.7	200
35	128.6	117.6	246.2	250
40	147.0	153.6	300.6	305
45	165.4	194.4	359.8	360

The roadway grade has a significant effect on the braking distance due to gravity. The braking distances are longer for downgrades and shorter on upgrades compared to a level roadway. Table 5.4 contains the revised stopping sight distances based on grades that exceed an upgrade or downgrade of 3 feet rise or fall per 100 feet longitudinally, or 3%. For grades steeper than 9%, stopping sight distance shall be calculated using equations in the AASHTO green book.

Table 5.4. Stopping Sight Distance on Grades

Design Speed (mph)	Stopping Sight Distance (ft)					
	Downgrades			Upgrades		
	3%	6%	9%	3%	6%	9%
15	80	82	85	75	74	73
20	116	120	126	109	107	104
25	158	165	173	147	143	140
30	205	215	227	200	184	179
35	257	271	287	237	229	222
40	315	333	354	289	278	269
45	378	400	427	334	331	320

5.6.1.2 Sight Distance Measurement Criteria

Sight distance is the distance along a roadway throughout which an object of specified height is continuously visible to the driver. This distance is dependent on the height of the driver's eye above the road surface, the specified object height above the road surface, and the height and lateral position of sight obstructions within the driver's line of sight.

5.6.1.2.1 Height of Driver's Eye

For all sight distance calculations involving passenger vehicles, the height of the driver's eye is considered to be 3.50 feet above the road surface. For large trucks, including single-unit trucks and semi-trailers, the recommended value of a truck driver's eye height is 7.60 feet above the road surface.

5.6.1.2.2 Height of Object

For stopping sight distance calculations, a 2.00 feet object height is used. For intersection sight distance calculations, an object height of 3.50 feet is used.

5.6.1.3 Sight Distance on Horizontal Curves

For general use in design of a horizontal curve, the sight line is a chord of the curve, and the stopping sight distance is measured along the centerline of the inside lane along the curve. The value of the horizontal sight line offset (HSO) are determined by setting S, as shown in the diagrammatic sketch in Figure 5.1 and Equation 5.1, equal to the stopping sight distance (SSD). Alternatively, horizontal sight distance for existing conditions can be measured graphically using a computer automated drafting (CAD) program.

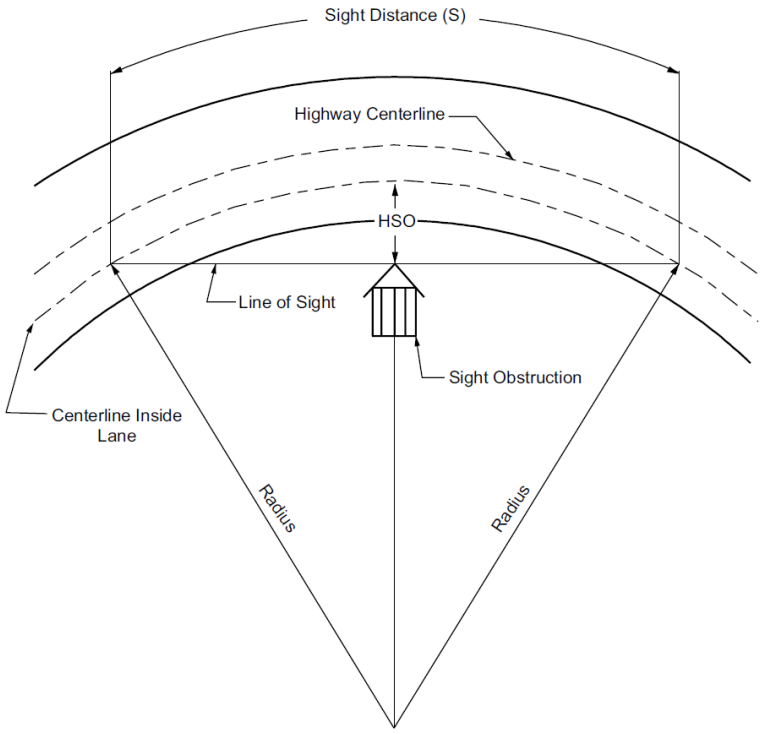


Figure 5.1. Diagram Illustrating Components to Determine Sight Distance

$$\mathrm{HSO} = \mathrm{R}\left[1 - \cos\left(\frac{28.65\ \mathrm{S}}{\mathrm{R}}\right)\right] \qquad (0.1)$$

Where:

HSO = horizontal sight offset (ft)

S = sight distance (ft)

R = radius of curve (ft)

5.6.1.4 Sight Distance on Vertical Curves

The controlling vertical curve design criteria found in Section 5.6.3.3 is based on sight distance. Vertical sight distance for existing conditions can be measured graphically using a computer automated drafting (CAD) program.

5.6.1.5 Intersection Sight Distance

Each intersection has the potential for several different types of vehicular conflicts. The possibility of these conflicts actually occurring can be greatly reduced through the provision of proper sight distances and appropriate traffic controls. The avoidance of conflicts and the efficiency of traffic operations still depend on the judgement, capabilities, and response of each individual driver.

Stopping sight distance is provided continuously along each roadway so that drivers have a view of the roadway ahead that is sufficient to allow drivers to stop. The provision of stopping sight distance at all locations along each roadway, including intersection approaches, is fundamental to intersection operation.

Mid-block or uncontrolled crosswalks shall meet minimum intersection sight distance requirements. Case B1 (Table 9-6 of AASHTO Greenbook) shall be used for minimum values.

5.6.1.5.1 Sight Triangles

Specified areas along intersection approach legs and across their included corners should be clear of obstructions that might block a driver's view of potentially conflicting vehicles. These specified areas are known as clear sight triangles. The dimensions of the legs of the sight triangles depend on the design speeds of the intersection roadways and the type of traffic control used at the intersection. These dimensions are based on observed driver behavior and are documented by space-time profiles and speed choices of drivers on intersection approaches. Two types of clear sight triangles are considered in intersection design-approach sight triangles and departure sight triangles.

5.6.1.5.2 Approach Sight Triangles (Uncontrolled or Yield-Controlled Intersection)

Each quadrant of an intersection should contain a triangular area free of obstructions that might block an approaching driver's view of potentially conflicting vehicles. The length of the legs of this triangular area, along both intersection roadways, should be such that the drivers can see any potentially conflicting vehicles in sufficient time to slow or stop before colliding within the intersection. Figure 5.2 shows typical clear sight triangles to the left and to the right for a vehicle approaching an uncontrolled or yield-controlled intersection.

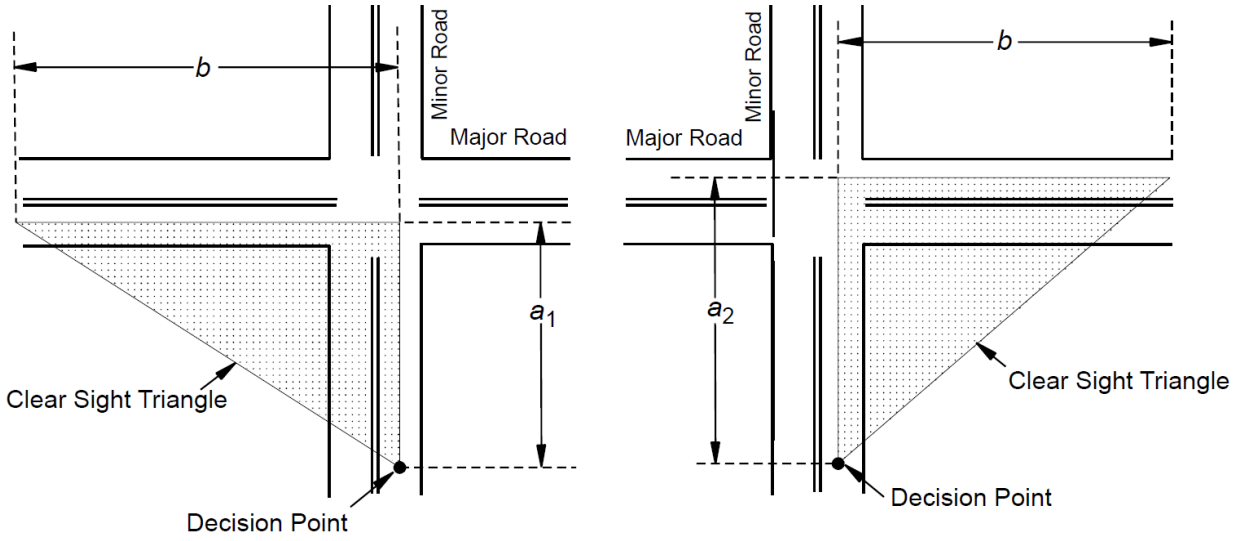
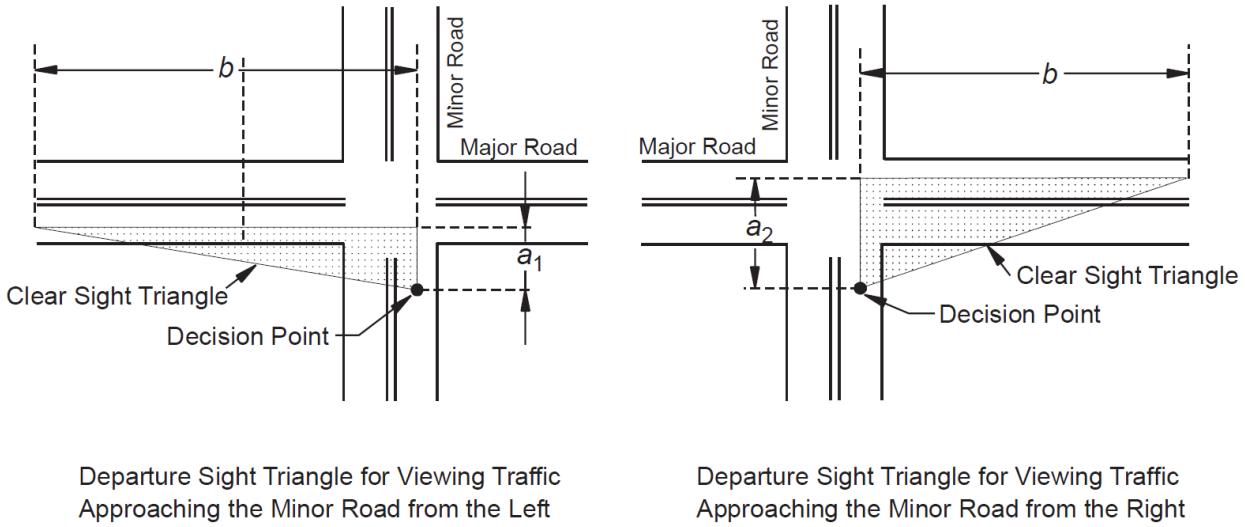


Figure 5.2. Approach Sight Triangles at Intersections (Uncontrolled or Yield-Controlled)

The length of the legs of the approach sight triangle shall be determined in accordance with the practices and standards established in Chapter 9 of the *AASHTO Greenbook.*

5.6.1.5.3 Departure Sight Triangles (Stop Controlled Intersection)

A second type of clear sight triangle provides sight distance sufficient for a stopped driver on a minor-road approach to depart from the intersection and enter or cross the major road. Figure 5.3 shows typical departure sight triangles to the left and to the right of the location of a stopped vehicle on the minor road. Departure Sight Triangles should be provided in each quadrant of each intersection approach controlled by stop or yield signs. Departure sight triangles should also be provided for some signalized intersection approaches.



Departure Sight Triangle for Viewing Traffic Approaching the Minor Road from the Left

Departure Sight Triangle for Viewing Traffic Approaching the Minor Road from the Right

Figure 5.3. Departure Sight Triangles at Intersections (Stop-Controlled)

The length of the legs of the approach sight triangle shall be determined in accordance with the practices and standards established in Chapter 9 of the *AASHTO Greenbook.*

5.6.1.5.4 Identification of Sight Obstructions within Sight Triangles

The profiles of the intersection roadways should be designed to provide the recommended sight distances for drivers on the intersection approaches. Within a sight triangle, any object at a height above the elevation of the adjacent roadways that would obstruct the driver's view should be removed or lowered, if practical. Such objects may include buildings, parked vehicles, roadway structures, roadside hardware, hedges, trees, bushes, unmowed vegetation, tall crops, walls, fences, stored snow and the terrain itself. No objects or improvements shall be allowed over 3.5 feet tall within the sight triangles, with the exception of regulatory signs, signals, or street lights. If landscaping elements are proposed within the identified sight triangles, landscaping must be maintained so that it does not become an obstruction over 3.5 feet tall. Maintenance responsibilities must be agreed upon with the Town Engineer. Sight triangles shall be shown on all roadway and site design plans.

5.6.2 Horizontal Alignment

Street layout is designed to bear a logical relationship with the topography, connect to existing and planned area streets, and provide reasonable access to adjacent parcels. Street layout shall be designed to fit the context of the development and serve vehicle, pedestrian, transit, and bicycle users. Street layout shall avoid long, straight sections to minimize the potential for speeding.

5.6.2.1 Traffic Calming

ITE defines traffic calming as "the combination of mainly physical measures that reduced the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users." Local roads in residential neighborhoods shall be designed with traffic calming features. Intersection improvements and pedestrian crossing enhancements are encouraged for pedestrian safety. Major and minor collectors shall be analyzed for traffic calming and may require traffic calming features. Traffic calming encompasses a wide range of different features and methods; the appropriate features for a specific roadway is dependent on a variety of project specific features such as the design speed, traffic volume, development type, maintenance concerns, location within Town, and site constraints. The following hierarchy of traffic calming methods are listed in order from the generally most preferred method to the least preferred method.

1. Horizontal geometry (appropriate radius curves, chicanes, lane narrowing, and other geometry features to promote use of the roadway at the design speed)
2. Raised crosswalks at intersections
3. Intersection bulb-outs
4. Rectangular Rapid-Flashing Beacon or other light emitting hardware at pedestrian crossings
5. Roadway signage per MUTCD
6. Radar speed signs
7. Striping & thermoplastic markings
8. Median islands
9. Speed Humps

All traffic calming features shall be designed per MUTCD, ADA, and all other relevant standards. Features shall accommodate drainage and shall consider maintenance issues and effectiveness during winter conditions.

Traffic calming requests, studies, and design shall comply with the Town of Breckenridge Traffic Calming Policy, which may be obtained from the Engineering Division. Refer to Section 5.14 for traffic calming measures related to uncontrolled pedestrian crossings.

5.6.2.2 Horizontal Curves

Horizontal curve design should be based on an appropriate relationship between design speed, right-of-way, profile grades, and construction costs—and on their joint relationships with superelevation and side friction. Curves are not required when the delta angle (total central angle of the circular curve) is less than 1 degree. Curves should be at least 500 feet long for a central angle of 5 degrees, and the minimum length should be increased 100 feet for each 1 degree decrease in the central angle. The formula can be found in the *AASHTO Greenbook* and the CDOT M & S Standard Plans. Designers should use every effort to exceed the minimum curve radius when practical. Broken back, compound, spirals, or reverse curves are not recommended. Table 5.5 below gives the minimum horizontal curve radius for a normal crown of 2%. For superelevated roadways, refer to Section 5.4.2.3.

Table 5.5. Minimum Horizontal Curve Radius (Normal Crown)

Design Speed (mph)	Minimum Horizontal Curve Radius (ft)
15	50
20	110
25	200
30	335
35	510
40	765
45	1000

5.6.2.3 Superelevation

Local streets utilize standard crown sections and do not require superelevation. Superelevation may be considered on collector streets to address unique horizontal geometry, drainage, or grade issues. At intersections, grades of the minor street shall be warped to transition to the grades of the major street. If a street design requires the use of superelevation, factors controlling the use of

superelevation include climate conditions, terrain conditions, classification of the street, and the frequency of slow-moving vehicles on the roadway. In general, a lower rate of superelevation is used in urban areas. The maximum allowable superelevation rate is 6%.

The superelevation transition section consists of the superelevation runoff and tangent runout sections. The superelevation runoff is the length of roadway needed to accomplish a change in outside lane cross slope from zero to full superelevation, or vice versa. The tangent runout section is the length of roadway needed to accomplish a change in outside lane cross slope from normal cross slope rate to zero, or vice versa. Additional information pertaining to the lengths and use of transitions for simple and spiral curves can be found in the *AASHTO Greenbook*. Refer to *CDOT M Standard – Superelevation Streets* for design requirements.

5.6.3 Vertical Alignment

The design should take into consideration the impact the vertical grade has on the operation of the facility. Designers should consider stopping sight distance requirements for the given speed limit and the challenges of large cut-and-fill sections. Vertical curves are classified as either sag or crest curves. Typically, sag curves are controlled by nighttime driving conditions with headlight visibility restrictions, and crest curves are controlled by stopping sight distances. Vertical curves should be simple in application and should result in a design that is safe and comfortable in operation, aesthetically pleasing, and adequate for drainage—especially when a curb and gutter are used.

5.6.3.1 Terrain

Proposed roads shall follow the natural terrain of the existing area whenever possible.

5.6.3.2 Grades

Grade lines are typically controlled by topography and structure clearances, but very flat grade can be controlled by drainage considerations. Other factors that should be considered are street classifications, design speed, safety, and construction costs. A minimum value of 1.0% should be used for street sections with curbs and gutters. In certain conditions, 0.5% may be used. The designer should consider the ultimate design of the roadway, recognizing if a curb and gutter may be required in the future, and design for those conditions during the interim design. Grades 4% or steeper may require special consideration for drainage or erosion protection.

Maximum grades of streets shall not exceed 6%. Major collectors shall flatten to 2% slope for intersections and shall meet the requirements of vertical curves at the intersections. Minor collectors and local roads shall flatten to 4% slope at intersections and shall meet the requirements of vertical curves at the intersections.

5.6.3.3 Vertical Curves

When using combinations of horizontal and vertical curves, it is important to recognize the driver's perspective. Sharp horizontal curvature should not be introduced at or near the top of a pronounced crest vertical curve. If unavoidable, the horizontal curve should be made longer than the vertical curve to help minimize the driver's inability to perceive the horizontal change, especially at night (For further details, see *AASHTO Greenbook* and the *CDOT Roadway Design Guide*). The length of vertical curves can be determined by dividing the rate of vertical curvature by the grade change or algebraic difference in intersecting grades.

$$L = K/A \qquad (5.2)$$

Where:

L = length of the vertical curve (ft)

K = rate of curvature

A = grade change (%)

A vertical curve is not required when a grade change or the algebraic difference is equal to or less than 0.2%. The preferred minimum length of a vertical curve is 300 feet. The allowed minimum is 3 times the roadway design speed. Table 5.6 below gives the minimum K values based on design speed.

Table 5.6. Minimum K Values for Vertical Curves

Design Speed (mph)	Minimum K Value (Crest)	Minimum K Value (Sag)
15	3	10
20	7	17
25	12	26
30	19	37
35	29	49
40	44	64

5.6.3.4 Vertical Clearance to Obstructions

Private overhead structures are not permitted in the public ROW and consideration of such structures shall be limited. Signal height clearances shall be per the current MUTCD. For other structures, there shall be a minimum 18-foot clearance on streets. For sidewalks and shared use paths, there shall be a minimum 10-foot clearance.

5.6.4 Cross Section Elements

5.6.4.1 Traveled Way

5.6.4.1.1 Cross Slope

Cross slope is necessary to ensure adequate drainage. The preferred value for a cross slope is 2% for paved streets. Undivided streets should have a normal crown that is a two-way cross slope, with the high point of the cross section located on the street centerline. Divided streets should have a cross slope on each side of the divide, with the high point of each section located where the pavement meets the median. Cross slopes of 2% are permissible on concrete roadways. Intersections of streets with curbs and gutters sometimes require the use of cross-pans for drainage. At these areas, the normal two-way 3% cross slope shall transition to a one-way slope adjacent to the cross pan, with a slope range of 1% to 2%. Cross-pans shall not be allowed on major collectors and are discouraged on minor collectors.

5.6.4.1.2 Lane Widths

Lane widths shall be 11 feet minimum asphalt width in the Town of Breckenridge historic district, and 12 feet minimum asphalt width outside of the historic district, unless a variance is granted by the Town Engineer. The Breckenridge Historic District is defined in Title 9 of the Town Code and the "Breckenridge Handbook of Design Standards. The limits of the Historic District are shown on the Town's website. The curb, valley pan, or shoulder is not counted in the lane width dimension.

5.6.4.2 Shoulders

Shoulder width shall be 2 feet minimum of compacted aggregate base course plus 4 feet of recoverable zone with only grass vegetation (6-foot wide total clear zone).

Shoulder width for Major Collectors and Arterials shall 4 feet minimum of aggregate compacted base course plus 10 feet of recoverable zone with only grass vegetation (14-foot wide total clear zone).

5.6.4.3 Roadside Design

5.6.4.3.1 Cut and Fill Slopes

Cut and fill slopes for roadway embankment of 3:1 or flatter are preferred. Maximum cut and fill slopes shall be 2:1. Consideration should be given to snow removal problems and snow storage in slope design. It is considered advisable to use flatter slopes in cuts on the southerly side of the roadway where this will provide additional exposure of the pavement to the sun. Flatter slopes shall be considered to reduce erosion, maintenance costs, and to facilitate vegetation. If steeper slopes are needed, side slope material shall be evaluated based on drainage needs to determine appropriate material for stabilization of the slope. See Chapter 7 of these standards for further guidance on temporary and permanent stabilization measures.

The tops of all cut slopes shall be rounded where the material is other than solid rock. A layer of earth overlying a rock cut shall also be rounded.

5.6.4.3.2 Roadside Ditches

See Chapter 6 for Roadside ditch information and design.

5.6.4.3.3 Clear Zone

All fixed objects should be located outside the clear zone as defined in the *AASHTO Roadside Design Guideline*s. The design should provide a clear zone as wide as practical within constraints per the latest version of the *AASHTO Roadside Design Guidelines.* For low speed, low volume roadways a minimum clear recovery zone area of 7 feet in width shall be provided for roadways without curb and 2 feet in width for all roadways with curb.

5.6.4.3.4 Obstructions

Mailboxes, address monuments, landscaping, stone headwalls, and other objects shall not be located within the right of way. If any improvements are allowed in the ROW, an encroachment license shall be filed prior to issuance of permit.

5.6.4.3.5 Roadside Barriers

The installation of roadside barriers on embankments and adjacent to fixed objects may reduce the combined effect of severity and frequency of “run-off-road” type crashes. Roadside barriers reduce crash severity only when the overall severity of striking the guardrail is less than the severity of going down an embankment or striking a fixed object. They should not be installed if they are likely to create a greater hazard than running off the street. To the extent possible, streets shall be designed to eliminate the need for roadside barriers by eliminating obstructions, steep grades, and other hazards from the clear zone. Evaluating installation of roadside barriers shall consider crash experience, street objectives, functional classification of streets, design speed, traffic volume and type, street cross section, height of embankment, steepness of fill slope, horizontal curvature, gradient or profile conditions, street side conditions, climatic conditions, and degree of projected injury from traveling off the street. Special consideration shall be given to winter and icy conditions which might necessitate a roadside barrier that would not be needed under normal conditions. Refer to the *AASHTO Roadside Design Guide* for roadside barrier best practices. Refer to the *CDOT M Standards* for roadside barrier installation and construction requirements.

Guardrails and concrete barriers shall typically be colored brown and rails shall not be made of galvanized or reflective materials (reflector tabs and other reflective devices shall be installed per AASHTO and CDOT standards). Custom guardrails or barriers utilizing natural materials shall meet AASHTO and CDOT standards and be impact rated.

When roadside barrier is considered for installation, especially in extended lengths, provisions shall be made for adequate snow storage and removal. Flared end treatments are preferred over non-flared end treatments for snow removal operations.

5.6.4.3.6 Retaining Walls

Retaining walls and abutments are discouraged within the publicly maintained right-of-way. All designs of retaining walls, foundations, and abutments exceeding 48 inches in height (measured from finished grade) will require a sealed geotechnical design and a sealed structural design. Both designs will need to be prepared by registered professional engineers in the State of Colorado prior to the any approval of the retaining wall and abutment. Retaining wall and abutments retain earth with lateral support or at the end of a bridge span, respectively. The design of these structures depends upon type, function, and anticipated service life of retaining wall, earth pressure exerted on the wall by the retained backfill, geometry, strength and deformability of the ground, groundwater, and welling pressure in clay backfills. Four types of retaining wall systems are discussed in this section: conventional retaining walls and abutments, anchored walls, mechanically stabilized earth walls, and prefabricated modular walls.

Wall aesthetics shall be approved by the Town Engineer. Local Home Owner's Association (HOA) requirements may apply in certain instances.

Retaining walls needed to support private improvements shall not be located in the public right-of-way.

Full or partial height walls shall not be located closer than the outer edge of shoulder. When the top of the retaining wall is at the level of a roadway, the face of the parapet wall or rail shall be at least 4 feet from the edge of the traveled way.

1. Conventional Retaining Walls and Abutments: Conventional retaining walls and abutments are proportioned to provide stability against bearing capacity failure, overturning, and sliding. Retaining walls are discouraged within the public right-of-way. They will be allowed only when necessary to support public improvements. Design of conventional retaining walls and abutments shall satisfy the following loading factors:
    a. Lateral earth and water pressures, including any live and dead load surcharges.
    b. The weight of the wall.
    c. Temperature and shrinkage effects.
    d. Seismic loads.
2. Anchored Walls: Anchored walls provide additional lateral resistance with the use of anchors. Their design is based on the suitability of the subsurface soil and rock conditions. Design of anchored walls shall satisfy the following loading factors:
    a. Lateral earth and water pressures, including any live and dead load surcharges.
    b. The weight of the wall.
    c. Seismic loads.
3. Mechanically Stabilized Earth Walls: Mechanically Stabilized Earth Walls (MSEW) are flexible composites of granular soil and tensile inclusions that behave as earth embankments with vertical or nearly vertical faces. MSEW are proportioned to provide stability against overturning

and sliding. Bearing pressure generally governs design. An MSEW should be used where substantial total and differential settlement is expected. This type of wall may also be used where conventional gravity, cantilever, or counterforted concrete retaining walls are considered. An MSEW shall not be used where utilities other than highway drainage are to be constructed within the reinforced zone or floodplain erosion or scour may undermine the reinforced fill zone or any supporting footing. An MSEW shall not be used where surface or groundwater contaminated by acid mine drainage or other industrial pollutants is present. Design of MSEWs shall satisfy the following loading factors:

a. Lateral earth and water pressures, including any live and dead load surcharges.

b. The weight of the wall.

c. Seismic loads.

4. Prefabricated Modular Walls: Prefabricated modular walls employ soil-filled interlocking modules to resist earth pressures. Stability of modular walls depends upon the weight and strength of the fill soil. Each module level shall be investigated for sliding and overturning. A prefabricated modular wall may be used where conventional gravity, cantilever, or counterforted concrete retaining walls are considered. A prefabricated modular wall shall not be used on curves with radius less than 800 feet, unless the chord can be substituted with a series of chords, or where groundwater or surface runoff is contaminated with acid. Design of prefabricated modular walls shall satisfy the following loading factors:

   a. Lateral earth and water pressures, including any live and dead load surcharges.

   b. The weight of the wall.

   c. Seismic loads.

   d. Earth pressure shall be computed on a plane surface where modules form an

   e. irregular, stepped surface. Ka, used to compute lateral thrust, shall be computed based on the friction angle of the backfill behind the modules.

5.6.4.4 Curbs

Curb and gutter is required at the following locations:

1. On all streets in flat or rolling terrain within subdivision or any similar-type developments where high densities have been planned.
2. Where required by drainage, traffic, or public safety.
3. To replace existing curb.

Refer to the Street Standard Drawings for approved curb and gutter types.

5.6.4.5 Medians

Medians other than those listed within the street cross-sections are generally not permitted on new Town streets and must be approved by the Town Engineer. Medians shall be designed with plowable noses.

5.7 INTERSECTIONS

See Section 5.4.1.5 for intersection sight distance requirements.

5.7.1 Alignment and Profile

Streets must intersect one another at 90-degree angles or as close to 90 degrees as the topography allows. Angles less than 90 degrees must be approved by the Town Engineer. Angles less than 80 degrees are not permitted. Intersecting streets shall remain perpendicular for a minimum of 50 feet from the intersection.

In general, grades for intersecting roads should be as flat as possible to provide for storage platforms and sight distance. Grades shall not exceed 2 percent across a pedestrian access route (PAR) if the intersection is controlled by a stop sign or yield condition. Grades exceeding 2% across a PAR are permissible at signalized intersections or uncontrolled intersection legs, but every effort should be made to minimize the grade to meet 2%. Approach grades greater than 4 percent should be avoided. Grades that may need to be steeper to accommodate cases where the existing terrain does not allow for flatter intersections must be approved by the Town Engineer.

Parking shall not be located within 20 feet of an intersection.

5.7.2 Corner Radii

Radii of 15 to 25 feet are adequate for passenger vehicles. These radii may be provided at minor cross streets where there is little occasion for trucks to turn or at minor intersections where there are parking lanes. Where the street has sufficient capacity to retain the curb lane as a parking lane for the foreseeable future, parking should be restricted for appropriate distances from the crossing.

Radii of 15 feet or more at minor cross streets should be provided on new construction and on reconstruction where space permits.

Radii of 20 feet or more at major cross streets should be provided where feasible so that an occasional truck can turn without too much encroachment.

Radii of 30 feet or more should be provided where large truck combinations and buses turn frequently. Longer radii are also desirable where speed reductions would cause problems.

Curb radii should be coordinated with crosswalk distances or special designs to make crosswalks safe for all pedestrians. Designs which can minimize the corner radii for pedestrians and passenger vehicles, while still allowing trucks to make turning movements, are encourages. Examples include truck blisters, rollover curb, and eliminating any structures or other objects behind the curb but within the truck radius.

5.7.3 Functional Intersection Area

Functional intersection area is the area upstream and downstream of an intersection where intersection operation and conflicts influence driver behavior, vehicle operations, or traffic conditions. Separation of access points should not be less than the functional area of the intersection.

The upstream distance is a combination of the storage length, deceleration and taper length, and the perception-reaction distance required for the speed of the segment. The downstream distance is measured as either acceleration length or decision sight distance. Providing acceleration length allows vehicles to accelerate to normal speed without conflict. Providing decision sight distance allows drivers to pass through an intersection before considering potential conflicts at the next intersection. Functional intersection area is demonstrated below in Figure 5.4.

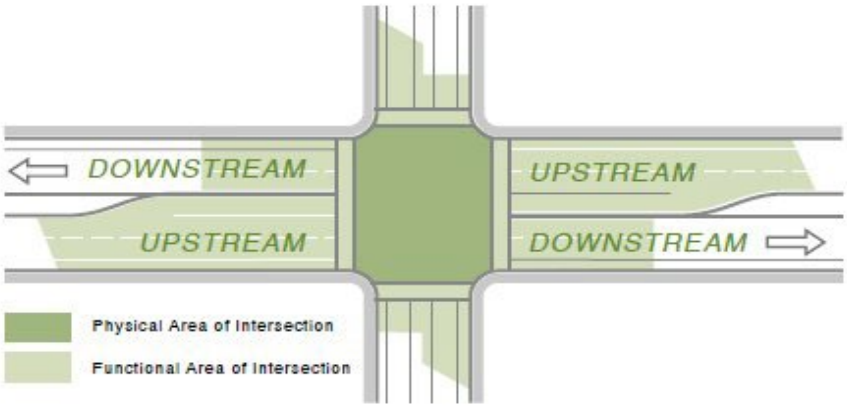


Figure 5.4. Functional Intersection Area

5.7.4 Channelization

5.7.4.1 Islands

Islands are general not permitted on new Town streets, and must be approved by the Town Engineer. Exceptions are made for roundabouts. Islands shall be designed with plowable noses.

5.7.4.2 Medians

Medians are generally not permitted on new Town streets and must be approved by the Town Engineer. Exceptions are made for roundabouts. Medians shall be designed with plowable noses.

5.7.5 Auxiliary Lanes

Auxiliary lanes are useful in maintaining the safety, traffic flow, and operation of a roadway or access. When auxiliary lanes are required by the Town or warranted by information obtained during the development review process, the applicant is responsible for design, installation, and any purchase of right-of-way to accommodate the required lane width. Auxiliary lanes are required when unique location factors (e.g., roadway speed and traffic density, access volume, the volume of commercial trucks, the influence of nearby accesses, existing auxiliary lanes close to the proposed access, nearby traffic control devices, available stopping sight distance, and other topographic or roadway design factors) exist that determine the need for auxiliary lanes. Auxiliary lanes are required to mitigate specifically identified and documented locations with safety and operation issues.

5.7.5.1 Deceleration Lanes

A left deceleration lane, also called a left-turn lane, with storage length plus taper length, is required for any access with a projected peak hour left ingress turning volume greater than 25 vph. If the posted speed is greater than 40 mph, a deceleration lane and taper is required for any access with a projected peak hour left ingress turning volume greater than 15 vph. The taper length will be included within the deceleration length. A left deceleration lane is not required when the opposing projected peak hour traffic volume is less than 150 vph.

A right deceleration lane, also called a right-turn lane, with storage length plus taper length, is required for any access with a projected peak hour right ingress turning volume greater than 50 vph. If the posted speed is greater than 40 mph, a right turn deceleration lane and taper is required for any access with a projected peak hour right ingress turning volume greater than 25 vph. The taper length will be

included within the deceleration length. A right deceleration lane is not required when the advancing projected peak hour traffic volume is less than 400 vph.

5.7.5.1.1 Storage Length

The storage length for an auxiliary lane can be determined by the information summarized in Table 5.7. These lengths are based on the average length of a passenger vehicle and the estimated turning vehicles per hour. Estimated lengths for buses, larger trucks, and recreational vehicles must be determined and submitted to the Town for review. The basis for designing the length of required storage is to provide sufficient length for vehicles to queue within the lane without affecting other movements. Table 5.8 provides the required storage lengths for stop-controlled and signal-controlled intersections. If the Department of Public Works determines that meeting the required storage length is impractical or will result in an unsafe condition, the minimum storage length shall be based on the mean arrival rate. But in no case shall the minimum auxiliary lane length be less than 50 feet.

Table 5.7. Acceleration/Deceleration Lane Design Criteria

Posted Speed Limit (mph)	25	30	35	40	45
Deceleration length (ft)	180	250	310	370	435
Acceleration length (ft)	N/A	190	270	380	550
Transition taper (ratio)	7.5:1	8:1	10:1	12:1	13.5:1
Straight taper (ratio)	15:1	15:1	20:1	30:1	45:1

Table 5.8. Auxiliary Lane Storage Lengths

Turning vehicles per hour	<30	30-59	60-100	>100
Minimum required storage length (ft)	25	40	50	100

5.7.5.1.2 Tapers

Auxiliary lanes typically consist of one or more of the following: transition taper, full width auxiliary lane, and storage length. The use of these components varies based on the type of access, through street classification, and site-specific conditions (grades). To determine the required acceleration and deceleration lane and transition taper length, see design criteria presented in Table 5.7. The length of the required transition taper is determined by multiplying the distance offset by the transition taper ratio value associated with the posted speed. The beginning and ending point of all tapers shall be rounded.

Transition tapers: The purpose of a transition taper is to provide sufficient length for a vehicle to accelerate or decelerate to the appropriate speed and merge into and out of the through traffic lanes without disrupting traffic flow. The length of a transition taper is calculated by multiplying the width of the lane by a standard ratio. The beginning and ending point of all tapers shall be rounded.

Redirect or straight tapers: Redirect tapers shall be used where an exclusive turn lane, median, or other redirection of vehicles is necessary and where redirection of the flow of traffic is necessary to accommodate the exclusive turn lane or median. If the redirect taper would result in a horizontal curve design deficiency for the through movement, the horizontal curve shall be corrected. Redirect tapers should be designed as straight tapers with the beginning and ending points rounded.

5.7.5.2 Acceleration Lanes

Acceleration lanes are required at any access with a project peak hour right turn volume of greater than 50 vph and a posted speed of 40 mph or greater. The purpose of an acceleration lane and

transition taper is to provide sufficient length for a vehicle to accelerate to the appropriate speed and merge into the through traffic lanes without disrupting traffic flow. Table 5.7 above provides the required acceleration lane and transition taper lengths by design speed. Acceleration lane lengths shall be adjusted for a grade of 3% or more. The total length of the acceleration lane includes the values of both the lane and transition taper. Shorter acceleration lanes are not permitted, as they are not used properly by most of the traveling public.

5.7.5.3 Two-way Left Turn Lanes

Two-way left turn lanes should be used sparingly. Two-way left turn lanes may be considered on arterial roadways in areas where several low-volume commercial accesses are closely spaced. Two-way left turn lanes shall be 12-16 feet wide.

5.8 DEAD END STREETS (CUL-DE-SACS)

Dead-end streets are discouraged and shall be avoided unless topographic or other unique site constraints limit construction of interconnected streets. The design of cul-de-sacs will be reviewed following the Street Standard Drawings. Any public street or private street that dead ends shall terminate in a cul-de-sac. All cul-de-sacs shall include signage within fifty feet of the inlet indicating that the street is a dead-end street.

5.9 BRIDGES

Bridges, arch culverts, and other structures shall be designed per the CDOT Bridge Design Manual and AASHTO standards. Bridges shall be designed to accommodate the full lane widths, shoulders, curbs, sidewalks, ROW widths, and other improvements detailed in this chapter. Future development and improvements shall be considered when designing bridges. Pedestrian bridges shall exceed the width of the pedestrian route it is serving and shall be 8’ minimum width for shared use paths and 12’ minimum width for shared use paths.

See Town of Breckenridge Open Space and Trail standards for requirements on bridges for soft surface trails.

See Chapter 6 of these standards for hydrologic requirements of bridge structures.

5.10 ACCESS CONTROL AND MANAGEMENT

An access is defined as a privately owned connection to a Town street or right-of-way and may also be referred to as an access road or driveway. A Town, County, or CDOT owned roadway is not classified as an access. Establishing access criteria and the application of access management techniques is highly desirable on public streets. Effective access management enhances the capacity and safety of a street and preserves those elements as the corridor develops further. While access to adjacent properties are required, the Town should attempt to limit the number of access points and their locations, especially on intersection approaches.

5.10.1 Private Access

Private accesses service four or less single-family homes, one multi-family property, or one commercial property. An access serving five or more homes shall be classified as either a public or private street and not an access (see Section 5.19.1). Private accesses are not owned, maintained, or plowed by the Town. They are the sole responsibility of the property owner. A private access that serves multiple lots shall be located in an easement or common area. The easement or common area width shall accommodate the access width, drainage, construction requirements (slopes, etc.), snow storage, and other appropriate design elements. Cross parcel access easement shall not be less than 30 feet wide. Private access design shall also incorporate International Fire Code (IFC), Red, White,

and Blue Fire Department, and development code parking lot design requirements, which are listed those respective standards and codes.

5.10.1.1 Commercial

A commercial private access is the paved vehicle access route for a commercial lot or development and may include the access driveways and parking areas that serve the development.

5.10.1.2 Residential

A residential private access is the paved vehicle access route for four or less single-family homes, two duplexes, one triplex, or a multi-family development and may include the access driveways, and parking areas that serve the development. An access to multiple duplexes or townhomes shall be a public road.

5.10.2 Access Changes

Access changes on Town of Breckenridge streets will typically require a Town Development Permit and a Right of Way permit. Access changes on State Highway 9 will require a CDOT access permit. Access changes on a Town Street (not directly located on a State Highway), but increasing traffic at the nearest State Highway 9 intersection by at least 20%, will also require a CDOT access permit.

5.10.2.1 Number of Accesses

Only one access shall be provided per lot for safe ingress and egress. Where topographic or other site conditions exist, shared access between lots may be required.

Additional accesses may be approved off local streets that meet the minimum spacing requirements shown in Table 5.9. Accesses for a collector or arterial street frontage wherein a traffic impact study demonstrates a need for a second access based on traffic volumes, unique site or constraints or site requirements that generates the need for the second access; No feasible design alternatives are available to eliminate the need for a second access. Additional accesses may be allowed if required per IFC code requirements, or for large commercial developments. If an additional access is allowed, the second access shall be added from the minor street. Access from the major street shall be limited to the greatest extent possible.

Where an existing access is required to be removed, the owner is required to remove the driveway, the driveway connection to the public road, driveway apron, and other associated driveway improvements. Where the access crosses a sidewalk, owner will be required to remove the driveway cut and construct curb across the access. Owner will also be required to add any landscaping or block vehicle access with grading, landscaping, or other obstructions.

5.10.2.2 Location

Access shall be from the lowest classification street. Lots with alley frontage shall have access from the alley only. When sites adjacent to an alley redevelop, propose a significant remodel or addition, or add a secondary unit, accesses and parking on an adjacent street shall be removed and access shall be solely from the alley. Accesses on a cul-de-sac shall be located to provide room for snow storage and shared access may be required. Exception: where there is an existing garage served by the street that shall remain without changes, the street access can remain to serve the garage. If feasible that access should be upgraded to meet current standards.

One driveway shall be allowed per lot unless otherwise permitted by the Town Engineer. Circular driveways, consisting of two curb cuts onto a street, are not permitted. A second driveway access is only allowed when required by IFC or RWB fire requirements.

All intersection and driveway accesses shall intersect the roadway at a ninety-degree angle.

No backout movements shall be permitted on arterial, major collectors, and minor collectors. Driveways on minor collector streets and above shall have internal circulation provided to allow turnaround movements within the driveway.

One-way accesses are discouraged.

Access location shall be configured to optimize sight distance, separation from adjacent intersections and driveways, and grade at the intersecting road (avoid steeper portions of adjacent roadway).

Commercial or multi-family residential accesses may not be allowed on roadway grades exceeding 6%. On roads exceeding 6%

5.10.3 Access Management Techniques

Several access management techniques may be used to implement best management practices. Techniques include, but are not limited to the following:

1. Consolidate access by reducing the number of access points that serve a single property or by providing joint access for multiple properties at or near a shared property line.
2. Connect adjacent properties to provide circulation between properties and increase access opportunities for multiple properties.
3. Define driveways to provide clear identification of entrance and exit locations.
4. Locate access to a side street (local road) instead of a major road (arterial or collector) to reduce vehicle conflict on the major road.

5.10.4 Sight Distance

Sight distance at accesses must comply with Chapter 9 of the *AASHTO Greenbook*. Table 5.9 identifies the appropriate design vehicle to be used for sight distance calculations. Where existing objects obstruct the AASHTO sight distance for single family or duplex homes, the sight distance triangle may be reduced from 14 feet to 10 feet from the edge of the roadway.

Table 5.9 Design Vehicle Selection for Access Sight Distance

Land Uses Served by Access	Design Vehicles (for sight distance calculations)
Residential (Non-School Bus Route)	Passenger Cars, Pickup Trucks
Part of Any School Bus Route Regardless of Land Use	No Less Than Single Unit Trucks
Office	Single Unit Trucks
Recreational	Single Unit Trucks
Commercial/Retail	Multi-Unit Trucks*
Industrial	Multi-Unit Trucks*
Municipal Streets & County Roads	Multi-Unit Trucks*
Agricultural Field Approaches <1 Per Day	Single Unit Trucks

*If Less Than 2 Multi-Unit Truck Trips Per Day (Average), Use Single Unit Truck

5.10.5 Access Spacing

Table 5.10. provides access spacing requirements based on street classification. Access spacing and offset requirements shall be measured from the edges of the nearest curb returns or pavement radii terminations.

Table 5.10 Access Spacing Requirements

	Street Classification of Road being accessed by Driveway			
Design Element	**Arterial**	**Major Collector**	**Minor Collector**	**Local**
Offset between Street Intersections	¼ Mile	1000’	500’	300’
Offset between adjacent Major Access Driveways (≥100 trips per day)	300’	150’	100’	50’
Offset between adjacent Minor Access Driveways or one Major Access Driveway and one Minor Access Driveway (<100 trips per day)	150’	75’	50’	30’
Offset between Major or Minor access and street intersection	300’	150’	100’	50’

5.10.6 Access Width

Table 5.11 provides access width requirements.

Table 5.11 Access Width Requirements

Layout Parameters	Residential-1 Unit	Residential-2 Units	Residential-3-4 Units	Residential (Multi-Family Greater than 4 units)	Residential Private Street	Commercial or Industrial Private Access
Minimum Width	12’	12’	12’	12’	24’	12’
Maximum Width (Includes flared pavement radius at edge of roadway)	20’**	20’**	24’	24’	24’	32’*
Pavement Return Radius	0’-5’	0’-5’	0’-10’	0’-10’	10’-20’	10’-20’

Maximum Slope (Centerline)	8%	8%	8%	8%	6%	8%

*Utilization of maximum width shall be approved by the Town Engineer.
**Maximum width shall include pavement return radius

5.10.7 Access Type

5.10.7.1 Curb Cut Driveway

In general, if there is a pedestrian sidewalk path along the roadway where an access is proposed, the sidewalk shall continue across the driveway. Refer to the Street Standard Drawings for curb cut driveway requirements and details. Exceptions can be made when the single unit and multi-unit truck peak hour volume is greater than 5.

5.10.7.2 Radius Driveway

A radius driveway is defined as an access with curb ramps and without a continuous sidewalk across the access. Radius driveways shall be designed in accordance with intersection requirements of this chapter. With a radius driveway, access radii shall be per Table 5.11. If the design vehicle intended to use the access daily is a single-unit exceeding 30 feet, multi-unit, or another vehicle requiring a larger radius, the minimum turn radius accommodating this design vehicle shall be used. Access radii shall allow safe maneuvers without intrusion into adjacent highway travel lanes. In instances where multiple larger vehicles are likely to oppose each other at the access, the radii should be adequate to accommodate both vehicles without conflict. Radius shall balance vehicle access while also promoting slowing of vehicles. Smaller radii should be used where an access crosses a pedestrian route to encourage slower speeds.

5.10.8 Access Design Details

5.10.8.1 Access Profile

Driveways shall match the roadway cross-slope for the first five feet, shall not exceed 4% for the following 15 feet, and shall not exceed 8% for the remainder of the driveway.

If a pedestrian access route crosses the driveway, the driveway cross-slope shall be a maximum of 2% for the width of the pedestrian access route (minimum 4 feet wide).

5.10.8.2 Access Geometry

Driveways shall meet adjacent streets, alleys, or driveways at a ninety degree angle and remain perpendicular for a minimum of 10 feet from the intersection. Driveways shall have a minimum inside turning radius of 26 feet and outside radius of 38 feet for fire department access, unless an alternate fire access is provided.

5.10.8.3 Access Surfacing

All accesses shall be paved. Pavement placement shall occur prior to issuance of certificate of occupancy or sooner if required to meet Fire Department or utility requirements. All accesses serving more than four units or lots shall be maintained in proper working condition to prevent potholes and overall surface deterioration. All access and parking areas shall be paved with asphalt, concrete, recycled asphalt, or other all-weather drivable surface approved by the Town Engineer. Access flexible pavement sections shall match the roadway pavement section for a minimum of 10 feet from the edge of the traveled way. Concrete accesses shall either terminate 4 feet from the edge of asphalt on Public Streets with a 3-inch thick minimum asphalt apron constructed between the concrete access and the

public street., or concrete can be placed to the edge of asphalt if it is even with or 1 inch lower than the top of asphalt and an expansion joint is provided between the asphalt/concrete interface.

Asphalt pavement shall be a minimum of 3" asphalt on 4" aggregate base course between the roadway and edge of right of way.

5.10.8.4 Access Drainage

Any access connecting to a road with curb and gutter or valley pans shall have a concrete cross-pan installed across the driveway. Any access connecting to a road with an existing road side ditch shall have an 18 inch culvert installed beneath the driveway. The roadside ditch shall be re-graded as needed from the ends of the culvert until the ditch daylights at a 1% slope. Where an access is added to the downhill side of a road and there is no curb, valley pans, or ditches on the existing road, the access may be exempted from the cross pan and culvert requirement.

5.10.9 Access Maintenance

An access does not typically require an encroachment license in the right-of-way. The access and all associated improvements (pavement, culvert, cross pan, flared end sections) shall not be owned or maintained by the Town. All ownership, maintenance, and replacement work shall be the responsibility of the owner. The Town is not liable for any damage incurred by the Town or others to driveway improvements within the right-of-way. The Town shall not be responsible for any damage caused by snow removal, Town vehicles, maintenance, or any other causes. The Town shall have the right to work on the access improvements within the right-of-way as required, such as clearing sediment from culverts and connecting to the access pavement when re-paving the public road, but the Town shall be under no obligation to complete any repair or maintenance.

5.11 PARKING AREAS (ON-STREET PARKING WITHIN RIGHT-OF-WAY)

Section 5.11 sets minimum standards for on-street parking. See Chapter 3 of Title 9 of the Town Code for off-street parking requirements.

On-Street Parking shall be provided as shown within the street classification cross sections. On-street parking may be provided along streets when approved as part of the Development permit approval. All eligible on-street parking areas shall be clearly depicted on a plan. Such parking areas shall not conflict with any turning movements or obstruct access to any street, sidewalk, crosswalk, alley, access, or fire hydrant.

5.11.1 Parking Area Surfacing

All parking areas shall be paved with asphalt, concrete, recycled asphalt, or other all-weather drivable surface approved by the Town Engineer.

5.11.2 Parking Grades

Parking areas shall have a maximum grade of 4% and a minimum grade of 1%. ADA parking spaces shall have a maximum grade of 2% in any direction.

5.11.3 Parking Stall Requirements

Minimum parking stall size requirements are described below. Parking shall not encroach onto sidewalk, bike lanes, or other pedestrian facilities.

1. The minimum stall size shall be 18 feet long by 9 feet wide for 90 degree or angled parking. Actual striping dimensions shall be adjusted for angled parking to fit the minimum stall size.

2. Parallel parking: 25 feet long by 8 feet wide. Parallel parking stall at the end of a block may be reduced to 20 feet. Accessible parallel parking spaces shall be located near a curb ramp and shall be in an area that is not obstructed by trees or other objects behind the curb.
3. Accessible parking: 18 feet long by 8 feet wide, with a 5- to 8-foot accessibility lane (8 feet is required for van parking). An ADA accessible route shall be provided from the accessible stalls to the businesses being served or the nearest pedestrian route. ADA parking space location, frequency, slopes, and other requirements shall meet PROWAG standards.

5.11.4 Parking Construction Requirements

Construction of on street parking shall meet all standards and specifications of the adjacent street, including pavement thickness, compaction, and other construction specifications. See Chapter 9 of these standards for additional construction requirements.

5.12 PEDESTRIAN AND BICYCLE FACILITIES

Increasing congestion and mode conflict is accompanied by growing public awareness of the need of safe and convenient multi-modal facilities to promote alternative transportation and healthy lifestyles. This section provides for the design of pedestrian, bicycle and transit facilities that play a key role in providing improved accessibility, mobility, and transportation system continuity.

This section shall be used in combination with the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO Guide for the Development of Bicycle Facilities, CDOT Roadway Design Guide (Chapters 12 and 14), Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), and ADA Accessibility Guidelines (ADAAG) for the design and installation of all pedestrian and bicycle facilities. Where no requirement is given, the current edition of the design standards listed above shall govern.

Section 5.12 applies to both public and private streets. Internal circulation (outside of right-of-way or private street) for individual single family homes or duplexes, and other private development, as determined by the Town Engineer, may be exempted from the requirements of 5.12.

5.12.1 Pedestrian Facilities

All local, minor collector, and major collector roads shall have a minimum of one sidewalk. Town Engineer may require additional sidewalks, shared use paths, and other pedestrian facilities. Sidewalks and other pedestrian facilities shall be installed per the Town's Sidewalk Master Plan, these standards, and as determined by the Town Engineer.

5.12.1.1 Pedestrian Environmental Impact

Sidewalks shall be designed to fit the existing topography and vegetation and minimize site disturbance, removal of vegetation, and disturbance to sensitive environmental areas.

5.12.1.2 Pedestrian Facility Widths

Sidewalks shall be a minimum of 5 feet wide for local roads. Major and minor collector pedestrian facilities shall be a minimum of 6 feet wide.

Soft surface trails intended for ADA accessibility shall have a minimum width of 4 feet wide.

5.12.1.3 Pedestrian Pavement Thickness

Concrete sidewalks shall be a minimum of 5 inches thick. Sidewalks within a driveway shall be a minimum of 6 inches thick and reinforced with welded wire reinforcement. Sidewalks crossing a

driveway with heavy commercial loading shall be a minimum of 8 inches thick. All concrete sidewalk pavement shall be placed on a minimum thickness of a 4 inch aggregate base course layer.

5.12.1.4 Horizontal and Vertical Clearance

Sidewalk vertical clearance shall be a minimum of 8 feet. Sidewalk horizontal clearance shall be 3 feet preferred and 2 feet minimum. No structures or other objects shall extend into the clearance offsets.

5.12.1.5 Sidewalk Widening

When a sidewalk is required to be widened, the widening must be a minimum width of 4 feet or more. If the required added width is less than 4 feet, the existing sidewalk shall be removed and reconstructed to the required width.

5.12.1.6 Slope

The minimum cross slope of a sidewalk is 1% and the maximum cross slope is 2%, measured perpendicular to the sidewalk or path alignment. The cross-slope shall generally be towards the roadway, unless drainage facilities are provided behind the sidewalk. The maximum running slope for sidewalk not aligned with a roadway is 5%. If the sidewalk is aligned with the roadway, the sidewalk may match the slope of the roadway. See Section 5.13 of this chapter for ADA requirements of sidewalks and curb ramps. Sidewalks shall be accessible and shall have directional curb ramps.

5.12.1.7 Sidewalk Shouldering

Sidewalks shall have a compacted aggregate base course shoulder of 1-foot minimum width. The shoulder shall be sloped at a minimum of 1% away from the sidewalk. Landscaping may extend to the edge of the sidewalk only if the area is graded at 1%, grass or plantings are selected that do not cause maintenance issues, and the landscaping does not extend horizontally into the landscaping. Short grasses are typically the only landscaping allowed in the shoulder area.

5.12.1.8 Sidewalk Stormwater

Sidewalk shall be designed to handle runoff and provide positive drainage away from the sidewalk, typically towards the roadway. Obstructions shall not be placed at the edge of the sidewalk which obstruct stormwater flow. Low points in the sidewalk should be avoided to the extent possible due to ponding and freezing conditions in the winter.

5.12.1.9 Sidewalk Alignment

Standalone sidewalks and trail connections are encouraged in developments where their additions provide a shorter connection for pedestrians. Sidewalk alignments shall strive to provide the shortest distances between locations in order to promote efficiency of pedestrian transportation and to prevent pedestrians from walking outside the sidewalks.

5.12.1.10 Heated Sidewalks

This section only applies to heated sidewalks located within the Town right-of-way. For private snow melt systems, see Section 5.19.2 of this chapter and section 9-1-19-33A and 33R of the Town Code. Heated sidewalks located within Town right-of-way shall be designed by a Colorado licensed Professional Engineer. Heated sidewalks shall be designed with the following requirements:

- Snowmelt systems shall be hydronic snowmelt systems designed to produce a minimum of 125 BTU/SF and hydronic tubing loops shall be a maximum of 300 linear feet, unless an alternate design of acceptable performance is submitted by a Professional Engineer.
- Manifolds shall be located in traffic rated boxes placed outside of the concrete pavement.

- Concrete shall be a minimum of 5" thick.
- High PSI (60 psi) board insulation shall be placed beneath sidewalks which do not receive heavy traffic loads. In areas are expected to experience heavy truck traffic, astrofoil or other non-compressible insulation shall be placed beneath pavement.
- Welded wire mesh or other reinforcement shall be installed in traffic areas.
- Cold joints, where heated pavement meets non-heated pavement, shall be filled with backer rod and sealant to limit moisture infiltration.
- Heated pavement shall be doweled or connected by other means to non-heated pavement to minimize differential settlement and prevent trip hazards. Doweling is not required adjacent to curb, buildings, walls, or other locations that are not within the pedestrian path.
- Heated pavement shall be graded with a cross-slope and shall not drain onto non-heated pavement, creating any icing or safety hazards. Drainage shall be directed to an inlet, swale, drywell, or other approved connection point.

5.12.1.11 Trail Connections

Soft surface trail connections are encouraged and shall be installed per the Breckenridge Open Space and Trails Master Plan and as required by the Town Engineer. Soft surface trails provide connections to existing trails, open spaces, parks, and other community destinations for pedestrians, bicyclists, and other non-motorized uses. Soft surface trails shall be designed and installed to limit grading impacts, tree removals, and other disturbance. Additional design and install details shall be coordinated and approved by the Town of Breckenridge Open Space and Trails Division.

5.12.1.12 Pedestrian Bridges

Pedestrian bridges shall be a minimum width of 8 feet. Pedestrian bridges on the Blue River Rec Path shall be a minimum of 14 feet. Pedestrian railings shall be provided along bridges. See Chapter 6 for hydrologic requirements of pedestrian bridges. Pedestrian bridges on the Blue River Rec Path or bridges being maintained by the Town shall be designed to accommodate a 20 TON design vehicle. All pedestrian bridges shall be designed for the snow loads per Breckenridge Building Code. See Open Space and Trail standards for bridge requirements serving soft surface trails.

5.12.1.13 Pedestrian Railings

Hazards located near a sidewalk shall require a pedestrian railing or other barrier at the edge of the path. Examples of hazards include 2:1 slopes and vertical drops exceeding 30 inches.

5.12.1.14 Pedestrian Easements

All pedestrian facilities and trails not located within ROW shall be located within an access easement. Pedestrian facilities and trails shall have a 5-foot minimum distance from back of sidewalk/trail to edge of ROW/easement to accommodate drainage, signage, lighting, and utilities.

5.12.2 Bicycle & Shared-use Facilities

Bicycle & Shared-use facilities shall be installed per the Breckenridge Open Space and Trails Master Plan, Sidewalk Master Plan, and by the direction of the Town Engineer, and any other applicable requirements. Bicycle facility design shall follow the AASHTO Guide for the Development of Bicycle Facilities, current edition and the CDOT Roadway Design Guide for Bicycle and Pedestrian Facilities. Sight distance, vertical geometry, and horizontal geometry shall meet the requirements of AASHTO and CDOT.

For this chapter, the term shared-use will apply to both shared-use facilities and bicycle facilities.

5.12.2.1 Shared-use Environmental Impact

Shared-use paths shall be designed to fit the existing topography and vegetation and minimize site disturbance, removal of vegetation, and disturbance to sensitive environmental areas.

5.12.2.2 Design Speed

The design speed for shared-use paths on grades of 4% or less shall be 20 mph. The design speed for sections of shared use-paths exceeding 4% shall be 30 mph. For shared-use paths near intersections, underpasses, or other hazards where traffic calming is warranted, a lower design speed may be submitted to the Town Engineer for approval.

5.12.2.3 Shared-use Facility Widths

Shared use paths shall be at least 10 feet wide; the Blue River Recreation Path shall be at least 14 feet wide. Underpass widths shall be at least 14 feet wide.

5.12.2.4 Shared-use Pavement Thickness

Concrete shared-use paths shall be a minimum of 5 inches thick. Shared-use paths within a driveway shall be a minimum of 6 inches thick and reinforced with welded wire reinforcement. Shared-use paths crossing a driveway with heavy commercial loading shall be a minimum of 8 inches thick. Longitudinal joints in the concrete shall not be allowed in shared use paths. Transverse joints shall be sawcut and shall not be tooled.

Asphalt pavement for shared-use paths shall be a minimum of 3 inches thick and placed in two lifts. Asphalt shared-use paths within a driveway shall be a minimum of 4 inches thick.

All concrete sidewalk pavement shall be placed on a minimum thickness of a 4 inch aggregate base course layer.

Concrete and asphalt pavements for shared use paths shall be designed by a professional engineer licensed in the state of Colorado.

5.12.2.5 Shared-use Horizontal and Vertical Clearance

Shared-use paths shall have a minimum vertical clearance of 10 feet. Shared-use paths shall have a minimum horizontal clearance of 3 feet from the edge of pavement. No structures or other objects shall extend into the clearance offsets.

5.12.2.6 Shared-use Widening

When a shared-use path is to be widened or a pavement cut is planned, the full width of pavement shall be removed and replaced. No longitudinal joints will be allowed in concrete or asphalt shared-use paths.

5.12.2.7 Shared-use Slope

The minimum cross slope of a shared-use path is 1% and the maximum cross slope is 2%. The maximum running slope for a shared-use path not aligned with a roadway is 5%. If the shared-use path is aligned with the roadway, the sidewalk may match the slope of the roadway. See Section 5.13 of this chapter for ADA requirements of curb ramps. Shared-use paths shall be accessible and shall have directional curb ramps.

5.12.2.8 Shared-use Shouldering

Shared-use paths shall have a compacted shoulder with a minimum width of 2 feet wide. The shoulder shall be sloped at a minimum of 1% and a maximum of 16% away from the shared-use path.

5.12.2.9 Shared-use Stormwater

Shared-use path design shall consider runoff and provide positive drainage away from the path. Obstructions shall not be placed at the edge of the path which obstructs stormwater flow. Low points in the path should be avoided to the extent possible due to ponding and freezing conditions in the winter.

5.12.2.10 Shared-use Alignment

Standalone shared-use paths and trail connections are encouraged in developments where their additions provide a shorter connection for pedestrians. Shared-use alignments shall strive to provide the shortest distances between locations in order to promote efficiency of pedestrian transportation and to prevent pedestrians from walking outside the sidewalks.

5.12.2.11 Shared-use Bridges

Shared-use bridges shall be a minimum width of 10 feet. Bridges on the Blue River Rec Path shall be a minimum width of 14 feet. Pedestrian railings shall be provided along bridges. See Chapter 6 for hydrologic requirements of pedestrian bridges.

5.12.2.12 Shared-use Railings

Hazards located within the clear zone of the shared-use path shall require a pedestrian railing or other barrier at the edge of the path. Examples of hazards include 2:1 slopes, vertical drops exceeding 30 inches, and structures in the clear zone.

5.12.2.13 Shared-use Easements

All shared-use facilities and trails not located within ROW shall be located within an access easement. Pedestrian facilities and trails shall have a 5-foot minimum distance from back of shared-use path/trail to edge of ROW/easement to accommodate drainage, signage, lighting, and utilities.

Where outside of the ROW, the bicycle facility shall be in a public access easement of sufficient width to allow for repairs to the facility, accommodate any drainage, and allow for installation of any required signs.

All arterial and collector street cross sections include bike lanes on both sides of the street or a shared use path. The minimum width of the bike lanes is 5 feet.

Bicycle lanes on streets without on-street parking shall be at least 5 feet wide, exclusive of the curb pan, or 6.5’ from the face of any curb. On existing streets where on-street bike lanes are being added and available right-of-way or improvements space is restricted, the width of the bicycle lane may be reduced to at least 5 feet wide, inclusive of the curb pan. Bicycle lanes on streets with on-street parking shall be at least 5 feet wide, exclusive of the parking lane, or 13 feet from the face of any curb. On existing streets where on-street bike lanes are being added and available right-of-way or improvements space is restricted, the width of the bicycle lane may be reduced to at least 4 feet wide, exclusive of the parking lane, or 12 feet from the face of any curb.

5.13 ACCESSIBLE PEDESTRIAN DESIGN

Curb Ramps on sidewalks shall be designed to comply with *Public Rights-of-Way Accessibility Guidelines* including detectable warnings. Where feasible separate ramps shall be provided for each crossing direction. Where site constraints prohibit separate ramps, a single multidirectional ramp may be used. Refer to *CDOT M & S Standard Plans* for ramp details. The standard detectable warning shall be cast iron, natural finish plates or approved equal.

5.13.1 ADA Accessibility Requirements, Standards, and Guidelines

The ADAAG and the PROWAG are not requirements of the ADA but serve as the standards and guidelines by which compliance of the law is measured. Generally, the ADA law requires:

1. New construction to be accessible
2. Alterations to existing facilities that are within the scope of a project to provide accessibility to the maximum extent feasible
3. Existing facilities that have not been altered shall not deny access to persons with disabilities

All new construction projects where a pedestrian demand is exhibited shall incorporate appropriate pedestrian facilities that are accessible to persons with disabilities. New construction projects have the ability to mitigate constraints through good planning and design practices. Project budget or limited scopes are not an acceptable reason to fail to provide compliant accessible facilities during new construction.

5.13.2 Technical Requirements for Accessible Design

The pedestrian access route (PAR) is a continuous and unobstructed path of travel provided for pedestrians with disabilities within or coinciding with a pedestrian circulation path.

The continuous width of the PAR shall be 5 feet minimum, exclusive of the curb. Where a pedestrian access route makes a 90-degree turn, it should be widened to 5 feet to accommodate the continuous passage of a wheelchair (i.e. pedestrian design vehicle). If the clear width of the PAR is less than 5 feet, passing spaces shall be provided at a maximum of 200-foot intervals. If passing spaces are provided, they shall be 5 feet by 5 feet minimum. The clear width of a pedestrian refuge island shall be 5 feet minimum.

Pedestrian facilities shall have a maximum running slope of 5%. If the grade of the roadway is steeper than 5%, then running slopes are permitted to match the grade of the roadway.

Pinch points should generally be avoided. Pinch points within the PAR shall not be less than 34 inches in width and not exceed 24 inches in the direction of pedestrian travel.

5.13.3 Curb Ramp Types

See the Street Standard Details for approved curb ramp types.

5.13.4 Curb Ramp Technical Requirements

5.13.4.1 Ramps

Curb ramps shall have a maximum running slope of 8.33%. The running slope of a curb ramp is measured in the center of the ramp run in the direction of pedestrian travel. If the surrounding terrain requires a ramp to chase grade, the ramp is required to be no longer than 15 feet, regardless of the resulting slope.

5.13.4.2 Landings and Turning Spaces

Landings and turning spaces allow users to maneuver on and off the curb ramp and are required at the top or bottom of a curb ramp. Turning spaces are required at the top of a perpendicular curb ramp and at the bottom of a parallel curb ramp. The maximum running slope and cross slope of landings and turning spaces shall be 2.0%. At mid-block crossings or locations without yield or stop control, the cross slope of the turning space can equal the street or highway grade. Turning spaces shall be 4 feet by 4 feet minimum. If the turning space is constrained by a vertical element on one or more sides, provide 5 feet in the direction of the street crossing.

When the profile of the roadway being crossed has an excessive slope, the curb ramp cross slope should be transitioned slowly to the turning space. The transition shall be spread evenly over the length of the curb ramp. See Curb Ramp Standard Details.

5.13.4.3 Cross Slopes

Cross slopes of all pedestrian facilities shall be a minimum of 1% and shall not exceed 2%.

5.13.5 Detectable Warning Surfaces

Detectable warning surfaces shall be made of untreated steel plates. Brick pavers are not permitted for detectable warnings. See CDOT M-Standards for Curb Ramps for detectable warning requirements.

5.13.6 Pedestrian Crossings at Controlled Intersections

Refer to Section 5.10 for Pedestrian Crossings at uncontrolled or mid-block crossings.

5.13.6.1 Signalized Intersection Crossing Controls

If an intersection under signal control has sidewalks, then marked crosswalks should be provided. In urbanized areas pedestrian signals are recommended at all intersections where sidewalks are provided on the approaches to a signalized intersection. STOP lines shall be placed a minimum of 4 feet in advance of the crosswalks. Consideration may be given to providing advance right turn STOP lines to improve the visibility of pedestrians coming from the motorist's left.

Pedestrian push buttons shall be accessible to pedestrians via an accessible pedestrian route in compliance with the ADA.

The draft PROWAG requires that whenever pedestrian signals are installed, accessible pedestrian push buttons be installed. Push buttons shall be connected to a fully-accessible pedestrian signal that complies with the *2009 MUTCD with amendments,* with the ability to enable or disable accessible features. The Town Engineer will decide on which functions to activate at each accessible pedestrian crossing on a case-by-case basis.

At intersections with high volumes of pedestrians, consideration should be given to restricting the right turn on red movement.

5.13.6.2 Stop and Yield Crossing Controls

At a minimum, marked crosswalks should be provided wherever a sidewalk crosses a street under stop or yield control. STOP or YIELD lines shall be placed a minimum of 4 feet in advance of the crosswalks.

5.13.6.3 Roundabout Crossing Controls

Requirements for roundabout crossings shall reference the latest version of *NCHRP Report 672 – Roundabouts: An Informational Guide* and the PROWAG.

5.13.7 ADA Curb Ramp Variance Process

It can be impractical to make facilities fully compliant with the standards due to existing site constraints. Improvements at locations can be deemed "Technically Infeasible" when sound engineering judgement is exercised. When full compliance is deemed technically infeasible, facilities being altered should be made accessible to the maximum extent practicable. If a site cannot meet accessibility standards, the proper documentation procedures should be followed.

Examples of site constraints that may make it technically infeasible to make a facility fully compliant include:

1. Adjacent development or buildings that would need to be moved or altered to make a facility fully compliant.
2. Required improvements that would alter the status of a Historic property.
3. Drainage that could not be maintained if an area is made fully accessible.
4. Underlying terrain that would require significant expansion of the project scope to achieve full compliance. An example would be altering a roadway profile to make the cross slope of a crosswalk fully compliant.

Project scope, not cost, should determine when existing constraints make an item technically infeasible.

To submit a curb ramp variance, the Town's Variance Request Form must be completed and signed by a licensed professional engineer documenting why the curb ramp was deemed technically infeasible and every effort was made to design the curb ramp to meet ADA compliance. The request will be reviewed by the Town Engineer, and once approved, will be filed with the Town in the instance that an ADA complaint is received by the Town.

5.14 PEDESTRIAN CROSSING CRITERIA FOR UNCONTROLLED OR MID-BLOCK CROSSINGS

The purpose of Section 5.14 is to serve as a policy to determine where uncontrolled pedestrian crossings should be located, and how to improve existing uncontrolled pedestrian street crossings within the Town.

5.14.1 Definitions

Uncontrolled pedestrian crossings are defined as:

1. Legal crossings that are located at an intersection without a traffic signal
2. Legal crossings without STOP or YIELD signs.

Mid-block crossings are defined as crossings that do not occur at an intersection and are marked to indicate that the location is a legal crossing.

Crossings can be marked with traffic control markings or unmarked with no traffic control markings present.

5.14.2 References

The newest versions of the following references shall be used for guidance in determining location, design elements, and requirements:

1. *The Manual on Uniform Traffic Control Devices 2009 Edition* including Revisions 1 and 2.
2. *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations (FHWA, 2018)*.
3. *NCHRP Research Report 841 Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments (2017).*
4. *Evaluation of R1-6 Gateway Treatment Alternatives for Pedestrian Crossings: Follow-Up Report (Roadway Safety Institute, 2017).*

5. *TCRP Report 112 / NCHRP Report 562 Improving Pedestrian Safety at Unsignalized Crossings (2006).*
6. *CDOT Roadway Design Guide, Chapter 14 (2018)*
7. *CDOT Standard Plan S-614-14 for Rectangular Rapid Flashing Beacon requirements (hard-wired only)*

References listed above can be utilized in instances where this document does not specifically include requirements or guidance on a particular topic.

5.14.3 Pedestrian Traffic Analysis and Recommendations

An engineering study should be performed at the discretion of the Town Engineer before a crosswalk is installed at a location away from a traffic signal or an approach controlled by a STOP or YIELD sign. If a pedestrian crossing is part of a development application, then a traffic study may also be required as described in Chapter 4 and the traffic studies may be combined. The engineering study shall be stamped by a professional engineer. The following steps are required as part of the Pedestrian Traffic Analysis:

1. Complete the worksheet shown in Table 5.12. If worksheet result is yes, proceed with developing the Pedestrian Traffic Analysis. If the worksheet result is no, no additional analysis is required.
2. Include number of lanes, presence of a median, distance from adjacent signalized intersections, average daily traffic (ADT), posted or statutory speed limit (85th-percentile or mean speed), crash history, geometry of the location, possible consolidation of multiple crossing points, availability of street lighting, and any other factors deemed appropriate by engineering judgement.
3. Provide pedestrian volumes and delays (see Section 5.10.3.1)
4. Crossing treatment recommendations based on criteria and sound engineering judgement (see Section 5.10.3.2)
5. Conclusion of results.

5.14.3.1 Pedestrian Volumes and Delays

Pedestrian volumes and delays will typically involve AM, mid-day, and PM peak hours. Locations near schools may only require two hours of data collection (AM and PM peak hours corresponding to school opening and closing times). All pedestrian volumes should include and differentiate between pedestrians and bicyclists and should note separately the number of young, elderly, and/or disabled pedestrians. For locations where school crossing traffic is anticipated, the volume of student pedestrians (school age pedestrians on their way to/from school) should also be separately noted.

Whenever possible, pedestrian and bicycle volumes should be collected in the appropriate season when volumes may be close to or at their peak. Counts should be scheduled at a time when nearby businesses are open. If school traffic is an issue, the counts should be scheduled on school days when classes are in session. Given the potential fluctuation in pedestrian traffic from day to day, it may be necessary to collect up to three days of data to determine if an enhanced pedestrian crossing treatment is warranted as follows:

1. Collect pedestrian data on day one. If the minimum pedestrian volume threshold (20 pedestrians per hour accounting for a 1.33 multiplier used if vulnerable populations are present) is exceeded, no further pedestrian data collection is needed. If the threshold has not been exceeded, but at least 50% of the minimum pedestrian volume was observed, proceed to a second day of data collection.

2. Collect pedestrian data on day two. If the minimum pedestrian volume threshold is exceeded, no further pedestrian data collection is needed. If the threshold has not been met but again the volume is at least 50% of the minimum threshold, proceed to a third day of data collection.
3. Collect pedestrian data on day three. If the minimum pedestrian volume still has not been met, then no marked pedestrian crossing treatment is warranted by pedestrian crossing volume.

Pedestrian delays should be measured using procedures from the latest version of the Highway Capacity Manual.

5.14.3.2 Crossing Treatment Criteria

The following criteria shall be used in determining if crossing treatments are to be considered and shall be used to complete the worksheet shown in Table 5.12. If a crossing treatment should be considered, Section 5.10.5 shall be used to determine what type(s) of treatment is/are appropriate.

5.14.3.2.1 Criterion A

When vehicle volume is less than 5,000 vehicles per day or the average vehicle speed does not exceed 10 mph over the posted speed, crosswalk enhancements will be considered when there is a crossing pedestrian volume of at least 20 pedestrians per hour. When vehicle volume is greater than or equal to 5,000 vehicles per day or the average vehicle speed is 10 mph greater than the posted speed limit, crosswalk enhancements will be considered when there is a crossing pedestrian volume of at least 10 pedestrians per hour. A multiplication factor of 1.33 can be applied to the hour pedestrian volume if the volume consists of vulnerable populations (children, elderly, persons with disabilities, etc.). See lines (1) through (3) of Table 5.12.

5.14.3.2.2 Criterion B

Crosswalks enhancements will be considered when they could directly service or are adjacent to an existing shared-use path or trail, park, school, hospital, senior center, recreation center, library, or other facility with sensitive populations as determined by the Town Engineer. The minimum hourly pedestrian volume criterion may be waived if this criterion is satisfied. See line (4) of Table 5.12.

5.14.3.2.3 Criterion C

Crosswalk enhancements will be considered in locations where there are greater than 1 non-motorized (vehicle to pedestrian or vehicle to bicycle) crashes within the last 3 years. The minimum hourly pedestrian volume criterion may be waived if this criterion is satisfied. See line (5) of Table 5.12.

5.14.3.2.4 Criterion D

If criterion A, B, or C is met, the location must then also meet the following criteria:

1. The minimum stopping sight distance is available and free from obstructions. The minimum stopping sight distance shall be calculated using intersection sight distance per Section 5.6.1.5.
2. The crossing should match the grade of the existing roadway. More detail regarding maximum roadway grade can be found in Section 5.4.3.2.
3. The distance to the nearest existing marked or controlled crosswalk is at least 300 feet. If an existing marked or controlled crosswalk is within 300 feet, care should be given to direct pedestrian traffic to said crosswalk.
4. The existing roadway shall have a maximum slope of 6% in the downhill direction for a minimum distance of 200 feet. If the slope exceeds 6%, a crossing will not be allowed or the road must be re-graded to reduce the slope.

See lines (6) through (9) of Table 5.12.

5.14.4 Crossing Enhancement Eligibility Worksheet

The following table shall be used to determine if an uncontrolled or mid-block crossing is eligible for enhancement. A blank version of this worksheet can be found in Appendix E to assist with documentation of location decisions at the discretion of the Town Engineer.

Table 5.12 Crossing Enhancement Eligibility Worksheet

Criterion	Line	Criteria	Value	Eligibility Requirement
A	(1)	Average daily vehicle traffic	#	*See (5)*
	(2)	Mean vehicle speed differential from posted speed limit	#	*See (5)*
	(3)	Number of pedestrians per hour	#	*See (5)*
	(4)	Does the location serve a vulnerable population (children, elderly, persons with disabilities, etc.)?	Yes/No	*See (5)*
	(5)	Adjusted number of pedestrians per hour	#	*If (4) is Yes, then value = (3)*1.33, otherwise value = (3)* *Eligibility Requirement: When (1) < 5,000 or (2) < 10, then ≥ 20* *When (1) ≥ 5,000 or (2) ≥ 10, then ≥ 10*
B	(6)	Does the location directly serve or is adjacent to one of the following: Existing shared-use path or trail; park; school; hospital; senior center; recreation center; library?	Yes/No	*If Yes, then (5) eligibility requirement is waived*
C	(7)	Number of non-motorized crashes in the last three years	#	*If ≥6, then (5) eligibility requirement is waived*
D	(8)	Is the minimum stopping sight distance available (see Section 5.6.1.5)?	Yes/No	*Eligibility Requirement: Yes*
	(9)	Will the crossing match the existing roadway grade or less?	Yes/No	*Eligibility Requirement: Yes, cannot be greater*
	(10)	Distance to nearest existing marked or controlled crossing (feet)	#	*Eligibility Requirement ≥300'*
	(11)	Is the maximum grade of the roadway 6% or less in the downhill direction for a minimum 200' distance?	Yes/No	*Eligibility Requirement: Yes, or the road can be re-graded to meet*
	(12)	**Eligible for Treatment?**	**Yes/No**	*Yes = Criterion A, B, or C is met and Criterion D is met*

If eligible for treatment, see Section 5.10.5 for applicable crosswalk enhancements.

5.14.5 Pedestrian Crossing Enhancements

Once a determination has been made that a pedestrian crossing enhancement is recommended at a particular location, several design treatments can be considered.

Roadway traffic calming treatments should be considered in conjunction with pedestrian crossing enhancements as a means to enhance the effectiveness of one another. See Section 5.6 for more information on traffic calming treatments.

5.14.5.1 Pavement Markings and Conventional Signs

NCHRP Research Report 841 Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments (2017) states, “Recent research has found no safety benefit associated with various types of crosswalk markings, and the inappropriate use of marked crosswalks alone (without other substantial safety measures) can increase crash risk for pedestrians.” This shall be considered when choosing to implement crosswalk markings at uncontrolled intersections or mid-block locations.

5.14.5.1.1 Standard Continental Crosswalk Markings

Standard continental crosswalk markings are pavement markings rectangular in shape. They shall be a minimum of 6 feet long and 1 to 2 feet wide. The alignment of the markings shall connect the curb ramps and be oriented so that they are parallel with the direction of travel. Markings shall be recessed into the pavement placed so that they avoid the anticipated vehicle wheel path to improve longevity of the markings. They can be spaced 1 to 5 feet apart. Crosswalk markings are to be used in conjunction with appropriate signing as defined in this section, because research shows that markings alone do not improve pedestrian crash rates. Decorative crosswalk markings are not recommended. Crosswalk markings shall be made retroreflective with glass beads or other approved methods. See Chapter 9 for construction requirements.

5.14.5.1.2 High Visibility Markings

High Visibility Markings are wider pavement markings that can be applied in the area of a crossing if the area is unlit and peak pedestrian traffic volumes occur during unlit times.

5.14.5.1.3 Advanced Yield or Stop Markings and Signs

Advanced yield or stop markings and signs may be used in conjunction with a crosswalk marking on major collector roadways with speeds of 40 mph and where placement of advanced markings and signs does not conflict with other intersections or traffic control. Refer to Section 3B.16 of the MUTCD for further standards and guidance.

5.14.5.1.4 Pedestrian Sign Assembly

The following list includes pedestrian signing options that should be utilized in combination with pedestrian markings listed in section

1. Pedestrian Crossing Sign Assembly (W11-2 with W16-7P) - shall be used in combination with crosswalk marking treatment. Sign structure shall be mounted at the roadside in accordance with MUTCD 2C.50.
2. Yield/Stop Here for Pedestrians Signs (R1-5) - may be used in conjunction with a crosswalk marking, advanced yield or stop markings, and a typical pedestrian crossing sign assembly on roadways with multiple lanes. Refer to Section 2B.11 of the MUTCD for further standards and guidance.
3. In-Street Pedestrian Crossing Signs (R1-6) - may be used when pedestrian crossing volumes are greater or equal to 20 pedestrians per hour OR when the mean vehicle speed at the crossing location is 5 mph greater than the posted speed limit. This treatment shall be used in conjunction with a crosswalk marking, a pedestrian crossing sign assembly, and a roadway centerline marking.

5.14.5.2 Physical Geometric Treatments

The following physical roadway geometric treatments can be considered to provide additional crossing safety and visibility as approved by the Town Engineer. Refer to the Town of Breckenridge's *Traffic Calming Policy* for additional treatment information regarding coordination and design considerations.

5.14.5.2.1 Refuge Islands

Refuge islands provide a space in the center of the traveled way for pedestrians to rest as they wait to cross each direction of vehicular travel independently. Refuge islands should be considered at pedestrian crossing locations on roads where one or both directions of travel are high volume, and see the most benefit with four or more lanes of traffic and speeds of 35 mph or greater. They can be paired with additional crossing enhancements provided in this section. Refuge islands shall be a minimum 10 feet wide from back of curb to back of curb. They shall be designed to allow for positive drainage and for adequate snow removal around the island and be ADA compliant. If the installation of a refuge island requires a shift in the traveled way, appropriate lane transition rates shall apply for the redirection of traffic around the island. Delineation markers may be required for snow removal activities.

5.14.5.2.2 Curb Extensions (Bulb-Outs)

Curb extensions extend the pedestrian sidewalk and curb out into the shoulder or parking lane of the roadway to reduce the crossing distance. This reduces the amount of time that pedestrians need to cross the traveled way, and provide additional space for curb ramps. They also can assist in reducing speeds of vehicular traffic. Curb extensions should allow for a minimum 11-foot travel lane. Curb extensions shall be designed to allow for positive drainage and for adequate snow removal around the extension. Delineation markers may be required for snow removal activities.

5.14.5.2.3 Raised Crosswalks

Raised crosswalks are ramped speed tables placed at mid-block crossing locations that assist with driver visibility of pedestrian crossings. They also provide traffic calming benefits. Raised crosswalks shall be flush with the sidewalk it is connecting on either side of the crossing, and shall be a minimum of 10 feet wide. They can be considered on minor collector and local roadways with a speed of 30 mph or less. Raised crosswalks shall generally be 6" tall, wings shall be 8% max, cross slopes shall be 2% maximum and meet ADA requirements, and storm sewer inlets shall be installed on the uphill side of the crosswalk. Raised crosswalks shall be designed to allow for positive drainage, and noise considerations should be made prior to proposing a location. Delineation markers may be required for snow removal activities.

5.14.5.3 Rectangular Rapid Flashing Beacon (RRFB)

RRFBs should be used sparingly and are typically only installed when other crossing enhancements have proven ineffective. An RRFB may be installed when all of the following criteria are met:

1. Marking and signing enhancements in Section 5.10.5.1 have been implemented but a perceived or actual pedestrian/vehicle conflict issue still persists
2. Pedestrian crossing volumes are between 60 and 160 pedestrians per hour
3. Crosswalk length from curb to curb is greater than 32 feet.
4. Roadway speeds are between 30 mph and 45 mph, or mean vehicle speed at the crossing location is 5 mph greater than the posted speed limit.
5. Roadway volume is greater than 6,700 vehicles per day.

The RRFB treatment is a combination of signing, markings and pedestrian activated strobe and feedback devices at uncontrolled pedestrian crossings. Refer to CDOT Standard Plan S-614-14 for requirements. RRFBs shall be hard-wired. Solar is not permitted. Signing for the RRFB typically includes advance PEDESTRIAN WARNING signs (W11-2) with AHEAD supplemental plaques (W16-9p), and PEDESTRIAN WARNING signs (W11- 2) with down arrow supplemental plaques (W16-7p). Pavement markings include yield lines. The pedestrian activated treatments would be the W11-2 signs with built in rectangular strobe flashers. Additionally, pedestrian visible strobes and a recorded message inform pedestrians when the crossing is activated and instruct them to wait for motorists to yield. The R1-5 (YIELD HERE TO PED) shall be placed so that it does not restrict motorists' visibility of the RRFB at the crosswalk. For the placement of advance stop lines and advance warning signs, refer to the MUTCD. High visibility crosswalks are to be used with the RRFB crossing treatment. Timing of the flashing beacon should allow for pedestrians to scan for motorists, step from the side of the road and completely cross the street. Depending upon pedestrian volumes, 5 to 10 seconds should be provided for pedestrians to scan for gaps and enter the roadway. For areas with very high pedestrian volumes (more than 10 pedestrians crossing simultaneously), additional startup time should be provided. A minimum of 3.5 feet per second crossing speed should be assumed for pedestrians.

A median refuge area should be considered, refer to Section 5.10.5.2.1.

5.14.5.4 Pedestrian Hybrid Beacon

Pedestrian hybrid beacons are not generally recommended in the Town of Breckenridge. This treatment may be applied if all of the following criteria are met:

1. Warrants and guidance from Chapter 4F of the MUTCD deem a PHB may be appropriate, and
2. Written approval has been given by the Town Engineer.

5.14.5.5 Grade Separated Crossing

A grade separated crossing treatment is typically applied for roadways meeting one of the following requirements:

1. Posted speeds greater than 40 mph, crossing lengths greater than 48 feet, and average daily traffic volumes greater than 10,000 vehicles per day
2. When removing sight distance obstructions is not feasible
3. The majority of users are expected to be non-traditional pedestrians (skiers, snowboarders, bicyclists, skateboards, etc.)
4. The proposed crossing is within CDOT ROW and the pedestrian volume exceeds 60 pedestrians per hour
5. Pedestrian volumes exceed 200 pedestrians per hour.
6. An at-grade crossing is expected to cause traffic impediment along the roadway and lower the LOS of the roadway.

Within CDOT ROW, new crossings with pedestrian volumes exceeding 60 pedestrians per hour will require a grade separated crossing. If the pedestrian volume is less than 60 pedestrians per hour, the Town Engineer will review the proposed crossing and determine if an at-grade crossing will be allowed.

Prior to implementing a grade separated crossing, additional study should be performed to determine if other at-grade solutions may be preferable. Written approval from the Town Engineer is required for all grade separated crossings.

Grade separated crossings shall generally be designed for ADA compliance, include physical barriers to prevent at-grade crossing, light enhancements inside the crossing, and include pedestrian routes

entering and exiting the crossing which are intuitive and natural routes for pedestrians resulting in high compliance of use.

5.15 TRANSIT FACILITIES

Streets shall be designed to accommodate transit facilities where transit routes are identified during the development process. Transit facilities, including transit stops, waiting areas, transit shelters, and other transit improvements are encouraged and may be required as determined by the Town Engineer. Transit stops shall be located to minimize impact on through traffic, provide efficient arrival and departure for the transit vehicle, and bear a logical relationship to the population served. New transit stops and facilities shall be connected to the adjacent developments via sidewalks and trails.

Where required by the Town Engineer, transit stops shall be located where direct pedestrian access is provided from the street and adjacent sidewalk or surrounding area to the stop. Transit stops shall include a paved waiting area with a direct connection to the adjacent sidewalk. As each site is unique, the waiting area dimensions shall be determined by the Town Engineer.

Bus pull outs shall be located on the downstream side of an intersection wherever possible designed to provide a 30-foot loading area per bus and a 3:1 exiting taper. The pavement in the bus pull out lane shall be designed per a pavement evaluation report to account for the expected bus traffic; minimum concrete thickness of 10 inches shall be provided. Bus pullouts shall be per the standard detail and shall be a minimum of 10 feet wide, 40- to 60-foot long tapers with a 50-foot minimum radius and 2% cross slope.

5.16 PAVEMENT DESIGN

This section provides the criteria used for the design of pavements and will ensure adequate strength and durability to carry the predicted traffic loads for the design life of each project. The street pavement design evaluation shall be established for each project in a geotechnical report following the latest *CDOT M-E Pavement Design Manual*. The pavement design will be based on a Design Equivalent Single Axle Loads (ESAL) which is determined on average daily traffic count (ADT), vehicle classification, traffic equivalence load factors, traffic growth rate, design period, and lane factor. Private streets and accesses may be asphalt, concrete, or other impervious surface approved by the Town Engineer. Sidewalks and bus pullouts shall be concrete.

5.16.1 Soils Testing for Pavement Design

To design pavements for approval and acceptance by the Town, sampling and testing must be performed under the direct supervision of a registered Professional Engineer to evaluate the soil characteristics. Samples shall be taken at least 5 feet below proposed subgrade (10 feet on arterial roadways) at spacing of 250 feet or less, unless specified by a geotechnical engineer. Test holes shall properly evaluate all changes in soil character. Samples shall be taken at the minimum depth which will serve as subgrade for new street construction.

When joining to an existing paved street, cores of the existing pavement and base structure shall be made and analyzed to determine whether overlayment is feasible or reconstruction is necessary.

5.16.2 Flexible Pavement Design

Flexible pavements shall be designed, installed, constructed, maintained and repaired in accordance with these standards and with the latest editions of the *CDOT M-E Pavement Design Manual* and Standard Specifications for Road and Bridge Construction or the AASHTO Guide for the Design of Pavement Structures. In the event of discrepancies between these standards and the referenced publications, the more stringent shall take precedence.

A minimum of four inches of aggregate base course (ABC) shall be used as a base on roadways. If the design truck traffic is greater than 500 trucks per day, a minimum of six inches of ABC shall be used as a base. The minimum pavement thickness for all roadways shall be four inches. However, each roadway pavement section proposed in the Town shall be designed per a geotechnical report to determine actual recommended thickness and pavement mix. The minimum pavement thickness shall be per Table 5.13 below. These values only provide preliminary minimum values; the final pavement thickness shall be designed per the geotechnical report.

Table 5.13 Pavement Thickness Minimums

Street Type	Min. Asphalt Depth (Inches)	Min. Class 6 Aggregate Base Course Depth (Inches)
Private Roadway	4	4
Local	4	4
Minor Collector	5	6
Major Collector	6	6

The minimum lift thickness of flexible pavement shall be 1.5 inches and the maximum lift thickness shall be three inches.

5.16.3 Rigid Pavement Design

Rigid pavements shall be designed, installed, constructed, maintained and repaired in accordance with these standards and with the latest editions of the *CDOT M-E Pavement Design Manual* and Standard Specifications for Road and Bridge Construction or the AASHTO Guide for the Design of Pavement Structures. In the event of discrepancies between these standards and the referenced publications, the more stringent shall take precedence.

Rigid pavement shall have a minimum ABC thickness of six inches and a minimum concrete pavement thickness of seven inches.

5.17 Traffic Control Devices

Traffic control device designs shall be prepared by a Colorado licensed professional engineer experienced in traffic engineering. The designs shall be prepared in accordance with the latest version of the *Manual on Uniform Traffic Control Devices (MUTCD)*.

Striping plans are required for Collectors and Arterials, but may not be required for local subdivision streets. However, sign plans are required for all subdivisions. All signing and striping plans shall conform to the most current edition of the *MUTCD*. All traffic control devices shall be fabricated and installed in accordance with the *MUTCD*. Permanent signage and striping shall be complete and in place before any new roadway is opened to the public for use.

5.17.1 Street Name Signs

New streets in the Town of Breckenridge shall be named by the Town of Breckenridge in accordance with Town and Summit County naming procedures. The Town and County GIS Departments shall be used to ensure that each street name is unique and does not match or closely resemble another street name in the Town of Breckenridge or within Summit County.

Street name signs are required at the intersections of all public and private (serving four or more units) streets. Driveways serving three or less units may not install street name signs in the right of way.

Street name signs shall be fabricated to match existing Town of Breckenridge street signs. Color, size, font, and dimensions of the signs shall match existing Town street signs. The Town of Breckenridge Streets Department shall be consulted for street sign specifications.

5.17.2 Stop Signs

Stop signs or other traffic control devices shall be installed at the intersections of all public and private streets (access serving four or more units) and shall meet MUTCD requirements. Stop signs are not required at driveways serving three or less units.

5.17.3 Private Signage

No private signage shall be permitted within the ROW. No private signage shall be permitted on private property which attempts to direct traffic or parking. Business name signs and address signs may be installed outside of the ROW per requirements in the Town Code.

5.17.4 Public Illuminated Signage

No public illuminated signage (variable message trailers, marquee sign boards, etc.) shall have luminance levels exceeding 100 nits (100 candelas per square meter) as measured under conditions of a full white display. All signs must be extinguished completely by 10 p.m., and remain off until one (1) hour before sunrise. Additionally, the luminous/illuminated surface area of an individual sign shall not exceed 200 square feet (18.6 square meters.)

5.17.5 Signage Requests

Requests for additional signage for traffic calming, speed limit signs, children playing signs, parking signs, and other signage will be considered based on MUTCD standards, proximity to other signage, and local conditions. However, additional signage can create “signage clutter”, a term for a condition when there is too much competing signage along a street causing driver confusion, reduced effectiveness of signage, distraction, and decreased aesthetics of a street. The Town of Breckenridge approves signage at that minimum level required to provide for safe and efficient travel of vehicles of pedestrians.

5.18 STREET LIGHTING

The purpose of streetlight installations shall be to illuminate the public traveled ways to a level that provides for the safe passage of public traffic, both vehicle and pedestrian while making best efforts to preserve the night sky. Arterial and Collector streets shall require street lighting at intersections. Pedestrian lighting will be required near all sidewalks, pedestrian routes & facilities, crosswalks, parking lots and garages, and transit facilities. The frequency and amount of lighting will take into consideration the need based on the intensity of roadway and pedestrian route usage for the location. All fixtures, poles, and designs will be reviewed and approved by the Engineering Division and the power provider.

5.18.1.1 Equipment Type and Location

The Town’s standard Providence Fixture or Promenade Fixture shall be installed depending on the location within the Town. The Providence Fixture is the typical fixture installed in the Town, while the Promenade fixture is typically reserved for SH 9 and critical intersections or crosswalks. The Welsbach fixture (also called a Newport fixture) is installed in various locations throughout Town however no new Welsbach (Newport) fixtures will be installed unless a variance is granted by the Town Engineer. Town owned Welsbach fixtures are planned to be replaced within five years with the Providence fixture to support dark sky initiatives and goals. The Town Engineer will determine the appropriate light fixture depending on the location of the development. Standard details for foundations, poles, fixtures, and luminaires are included in the standard details attached to Chapter 9 of these Standards.

All new fixtures shall be dark sky compliant and shall have the capability to be automatically dimmable and have individual timers in each fixture. All new street lights shall meet the following requirements:

1. Fixtures shall be certified dark sky compliant by the ~~International Dark-Sky Association.~~Dark Sky International.
2. Fixtures shall be automatically dimmable. Fixtures in residential areas shall be programmed to dim at 10:00 pm and commercial areas shall be programmed to dim at 2:30 am unless otherwise approved for an alternative time. Fixtures at intersections, crosswalks, other in high pedestrian and vehicular traffic areas and other areas identified by the Town as a pedestrian/ vehicular conflict area shall have the capability to dim, but shall be programmed to dim as identified by the Town Engineer based on location and need.
3. Developments shall be designed to have a maximum 50,000 lumens/acre in commercially zoned areas and a maximum of 25,000 lumens/acre for residentially zoned areas. All lights must not exceed 3,000 ~~Kelvins~~kelvins in correlated color temperature. Areas with traffic safety concerns, major collector roads, roundabouts, high pedestrian areas, crosswalks, parking lots and garages, and other areas of safety concern as determined by the Town Engineer may be exempted from the maximum lumen requirements if deemed necessary.
4. Light pole spacing shall be 75 feet along pedestrian routes. Light pole spacing may be increased to 110 feet on roads classified as Local. On residential local roads without a sidewalk, street light spacing may be increased to 300 feet. Light pole spacing may be modified for safety concerns or guidance from a photometric analysis or as determined by the Town Engineer.
5. Pole height shall be 9 feet tall along pedestrian routes. Pole height shall be 12 feet tall at intersections and crosswalks. Pole height shall be at minimum 25 feet within SH9 roundabouts and other locations as determined by the Town Engineer. Pole height may be further increased or altered for safety concerns with a photometric analysis, small cell installations, smart poles approved by the Town, or as determined by the Town Engineer
6. Fixtures and poles shall meet all requirements of Title 9, Chapter 12 (Exterior Lighting Regulations) or Procedures and Design Guidelines for Small Cells located in a Town Right of Way, if applicable.
7. Photometric analysis (if determined necessary by Town Engineer).
8. Additional requirements as determined by the Town Engineer due to vehicle or pedestrian traffic, safety concerns, intersections, or other reasons.

5.18.1.2 Positioning at Intersections

In general, the nighttime visibility of a pedestrian or hazardous object within an intersection is enhanced by increased contrast between the object and the surrounding street area. Street lights at intersections are required to be placed on the upstream or approach side of the intersecting street, as viewed by a motorist approaching the intersection in the lane directly beneath the ~~luminaries~~luminaires. The positioning of light standards at intersecting streets shall be up to two street lights per corner of intersection, depending on street geometry and crosswalk location.

5.18.1.3 Roundabout Lighting

Lighting columns should be arranged around the perimeter of the roundabout in a simple ring, with the lights equidistant from the center and from each other. Lighting should extend at least 197 feet back along each approach road. Mounting height should be uniform throughout the intersection and not less than on any approach road. The minimum illuminance required should not be less than the highest

level of lighting for any of the approach roads. Lights near roundabouts shall not be located closer than 6 feet from the face of curb and shall not be located in the center of median islands.

5.18.1.4 Light Pole Offset Distances

Distance behind back of walk for local streets shall be at least 3 feet and must be within easements or right-of-way on Local residential streets. For Collector and Arterial streets, the light must be offset at least 3 feet from the back of curb and provide a clearance space between the light pole and edge of walk that equals or exceeds the required sidewalk width.

5.18.1.5 Underground Service

Street lighting shall be installed with underground electric service on all newly developed dedicated public streets in the Town. The Developer is responsible for coordinating with the appropriate utility company all aspects of design and installation. Junction boxes and other structures shall not be installed in roadways, sidewalks, curbs, or curb ramps.

5.18.2 Pedestrian Lighting

Install street lighting behind sidewalks where sidewalks attached to the curb are used. For sidewalks detached from the curb, install street lighting with a minimum of 3 feet clearance from back of curb to roadway side of support pole and 3 feet clear from all walks. All bridge underpasses, where vehicles, pedestrians, bicyclists, or equestrians may be present, shall require lighting.

Lighting for trails should be evaluated based on safety and the type of trail. Lighting will generally be required for primary trails at primary trailheads, underpasses, mid-block crossings. Where sidewalks and trails are located near or adjacent to streets, lighting shall be coordinated with street lighting requirements.

All fixtures for pedestrian lighting must be dark sky certified and be less than 3000 Kelvin in temperature and be less than 25,000 lumens/acre. Exemptions may be granted based on safety or other concerns as identified by the Town Engineer.

5.18.3 Dark Skies

The Town has adopted an exterior lighting policy adhering to DarkSky International ~~a Dark Sky~~ policies and guidance. See *Exterior Lighting Regulations* in Title 9, Chapter 12 of the Town Code.

5.18.4 Residential Areas

Street lights shall be shielded with house side shields or other measures to minimize light shining on residential areas or landscaped areas.

5.19 PRIVATE FACILITIES

Private streets, alleys, and accesses are typically utilized by an individual, group of individuals, or private business to access private property. It is the responsibility of the private landowner to maintain the private facility.

5.19.1 Private Streets

A private street is an access serving five or more units or lots. Private streets are discouraged because they create a cost burden to residents. Private streets shall meet the same design standards as public streets. Private streets are not owned, maintained, or plowed by the Town. They are the sole responsibility of the property owner. A private street requires the approval of a variance request form by the Town Engineer.

5.19.2 Private Snow Melt Systems

Private heated pavement systems, also called snowmelt systems, shall terminate at the property line with no components located in the right-of-way. See section 9-1-19-33A and 33R of the Town Code for additional regulations. The following requirements shall be met for snowmelt systems:

1. Infrastructure permit shall be submitted for any private snowmelt system (even if located entirely on private land).
2. The snowmelt system shall stop 5 feet from the edge of a public roadway or 1 foot from the back of public sidewalk.
3. Drainage from the snowmelt system shall be captured on the premises and shall not drain across public pedestrian facilities or roadways. The drainage shall be designed to infiltrate or runoff without freezing. Examples include heated trench drains and inlets to storm pipes and drywells. Drywells shall be designed appropriately to infiltrate all runoff. Drainage shall not drain across public pedestrian facilities or roadways.

If the Town Engineer allows the snow melt system to encroach into the right-of-way, the following conditions shall be met in addition to the conditions above:

1. A separate mechanical zone shall be dedicated for the portion of the snowmelt system within the right-of-way
2. Expansion joint material shall be installed at the edge of heated concrete
3. A revocable encroachment license agreement, acceptable in form and substance to the Town Attorney for the components of the system extending into the ROW, must be approved by the Town and executed prior to the issuance of building permit
4. Other requirements as determined by the Town Engineer to reduce the impacts of the snow/melted interface

5.20 UTILITIES

Utilities in ROW shall be located to minimize roadway disturbance. Utility lines shall be located to minimize the need for future adjustment and shall consider future extensions of the street system. Utility structures above grade shall be placed in easements outside of the ROW, or as close to the edge of the Right of Way as possible, and at least 6 feet from the edge of roadway and 3 feet from the edge of sidewalk. Utilities shall be buried a minimum of 2 feet below finished grade. Utility rings and covers within pavement areas shall be 0.25 to 0.50 inches below top of pavement. Manholes, valves, junction boxes, and other structures shall not be located in curbs or sidewalks.

Utilities shall typically be installed in the roadway shoulder to avoid pavement removal. If the utility must be placed beneath pavement, the utility should be installed at the center or at the edge of travel lanes. Utilities shall not be placed beneath wheel paths of roads. Utilities shall not be located in drainage swales. Utilities shall be installed to meet all applicable standards and requirements for bury depths, offsets, crossings, separation, and insulation. Utility crossings shall be perpendicular to street and pavements cuts shall be perpendicular to roadway. Pavement patches shall extend 1’ minimum beyond trench and edge of patch shall not be located within wheel paths. See Chapter 3 of these standards for additional trenching and patching details.

All utilities (including storm sewer) shall be electronically locatable for the entire length of the utility. All wires and cables shall be buried in rigid conduits and backfilled with warning tape placed 1 foot above the conduits. Utilities and utility structures shall be located outside of ROW and within utility easements where feasible.

5.21 DESIGN CRITERIA TABLE BY STREET CLASSIFICATION

Table 5.14 Design Criteria by Street Classification

Street Classification						
	Major Collector					
		Minor Collector				
				Local		
Posted Speed	40 mph	35 mph	30 mph	25 mph	20 mph	15 mph
Design Speed	40 mph	35 mph	30 mph	25 mph	20 mph	15 mph
Min. Horizontal Curve Radius (normal crown)	770'	510'	350'	200'	110'	50'
Min. Tangent Between Curves	150'	150'	100'	50'	20'	20'
Max. Super Elevation	6%	6%	6%	N/A	N/A	N/A
Cross-slope	2%	2%	2%	2%	2%	2%
Minimum Stopping Sight Distance	305'	250'	200'	155'	115'	80'
Min. Grade	1%	1%	1%	1%	1%	1%
Max. Grade	6%	6%	6%	6%	6%	6%
Min. K-Crest	44	29	19	12	7	3
Min. K-Sag	64	49	37	26	17	10

Memo

To: Town Council

From: Mark Truckey, Community Development Director

Date: 12/4/2024 (for 12/10/2024)

Subject: Workforce Housing Building Heights

Town Council Goals (Check all that apply)

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

Summary

The current Development Code Policy 6R Building Height currently generally discourages buildings exceeding two stories in height in many Land Use Districts. A code amendment is proposed to this policy to make an exception for Employee Housing projects that are three stories in height in all Land Use Districts.

Background

The existing Development Code Policy 6R Building Height discourages buildings that exceed the recommended heights that are specified in the Land Use Guidelines. In many Land Use Districts, the recommended height is two stories (26 feet in height). Several recent workforce housing projects have received negative points for exceeding two stories, which provided a challenge to the applicants in finding enough positive points to overcome and reach a passing point analysis. A passing point analysis is required to receive development approval.

As land supply dwindles, it is important that the Town Code does not discourage opportunities on the few remaining undeveloped parcels for workforce housing. The Planning Commission discussed this issue most recently at the September 17, 2024 work session and suggested eliminating the negative points associated with building heights of three stories for workforce housing projects.

Interestingly, the Code allows single family residential and duplex units to exceed two stories in any Land Use District without the assignment of negative points, with a maximum of 35 feet in height allowed. It is somewhat contrary that multi-family projects, which are typically more intensive in mass and density, are held to a higher standard (lower building height) than lower density residential uses.

Staff is proposing an amendment to Policy 6R, as listed below, that will allow an exception from negative points for multi-family residential projects where a majority of the units are deed restricted for employee housing. Proposed new wording is shown in <u>underline</u> and deleted wording is ~~overstruck~~.

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.

9-1-19-6R:POLICY 6 (RELATIVE) BUILDING HEIGHT (6/R):

A. 2. Outside The Historic District:

a. For all structures outside the Historic District, with the exception of those structures listed under Section 9-1-19-6R A.2.b., ~~N~~negative points under this subsection shall be assessed based upon a project's relative compliance with the building height recommendations contained in the land use guidelines, as follows:

-5 points	*Buildings that exceed the building height recommended in the land use guidelines, but are no more than one-half (1/2) story over the land use guidelines recommendation.*
-10 points	*Buildings that are more than one-half (1/2) story over the land use guidelines recommendation, but are no more than one story over the land use guidelines recommendation.*
-15 points	*Buildings that are more than one story over the land use guidelines recommendation, but are no more than one and one-half (1 1/2) stories over the land use guidelines recommendation.*
-20 points	*Buildings that are more than one and one-half (1 1/2) stories over the land use guidelines recommendation, but are no more than two (2) stories over the land use guidelines recommendation.*

b. For all multi-unit residential projects or mixed use projects where a majority of the total square footage in the project is deed restricted for Employee Housing, negative points will be assessed as follows:

0 points	*Buildings that do not exceed three stories in height.*
-5 points	*Buildings that exceed three stories but are no more than three and one-half (1/2) stories in height.*
-10 points	*Buildings that exceed three and one-half stories but are no more than four stories in height.*
-20 points	*Buildings that exceed four stories but are no more than four and one-half (1/2) stories in height.*

~~b.~~ c. For all structures except single-family and duplex units outside the Historic District: Additional negative or positive points may be assessed or awarded based upon the Planning Commission's findings of compliance with the following:

1 x (-1/+1)	*1. It is encouraged that buildings incorporate the uppermost story density and mass into the roof of the structure, where no additional height impacts are created.*
1 x (-1/+3)	*2. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Buildings that step down one full story on the edges may be awarded +1 points. Buildings that step down two (2) full stories may be awarded +2 points. Buildings that step down three (3) full stories may be awarded +3 points. Roof forms should step down on at least two (2) building edges that are visible to the public in order to qualify for positive points. Stepping down of building stories should occur in a cascading fashion, with drops of one floor at a time, rather than abrupt drops of two (2) or three (3) stories at once. Long, unbroken ridgelines, 50 feet or longer, are discouraged.*

The Development Code definition of employee housing is provided below:

EMPLOYEE HOUSING: A dwelling unit the occupancy of which is restricted to a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the property, earns his or her living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any.

All employee housing units shall be a minimum of three hundred fifty (350) square feet of density in size and shall each have a living area containing at a minimum: a kitchen sink; cooking appliance and refrigeration facilities, each having a clear working space; sleeping accommodations; a closet with a door; and a bathroom with a door, sink, toilet, and a bathtub or shower. Each employee housing unit shall have its own entrance. There shall be no interior access from any employee housing unit to any dwelling unit to which it is attached.

Public outreach/engagement

The Town is the major builder of new workforce housing projects and will be most affected by this code change. Staff could reach out in advance of first reading to some developers of recent workforce housing projects to get their input on the code changes, which we expect would be a positive response.

Financial Implications

No financial implications have been identified.

Equity Lens

The proposed Code changes are intended to incentivize further workforce housing projects, which may provide additional opportunities for lower income households to find housing in the community.

Staff Recommendation

Staff seeks Council feedback on the proposed Code changes. In particular, Council input on the following is requested:

1. The exception to negative points is proposed for multi-unit or mixed use structures where the "majority of the total square footage of the project is deed restricted for Employee Housing". Staff has written this to provide an incentive to private developers that are building a project that also includes market rate units. This exception may not by itself be enough incentive for a developer. Council input is requested regarding whether "the majority of square footage" is the appropriate threshold for waiving negative points for building height.

2. The exception only applies to Employee Housing projects that are three stories or less in height. If an applicant proposes going beyond three stories, then negative points are assigned. Does the Council agree with this approach or have other suggestions?

3. Are there other suggestions the Council has regarding this potential Code amendments?

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Laurie Best, Housing Assistant Director and Melanie Leas, Project Manager

Date: 12/2/2024 (for 12/10/2024 worksession)

Subject: Runway Neighborhood-Unit Types and ADUs

Town Council Goals (Check all that apply)

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

Summary
The purpose of this work session is to review housing types (including Accessory Dwelling Units - ADUs) with Council as staff continues to refine the program and site plan for the Runway Neighborhood. The goal is to receive direction from the Council regarding specific unit types, unit count, and the inclusion of future ADUs.

Background
At the last Runway work session on November 12, 2024, the Council reviewed two plans for the development of the Runway neighborhood. Option 1 included 139 units (overall 5.5 Units Per Acre (UPA) with 30 townhomes, 44 duplexes, and 65 Single Family (SF) with 22 potential ADUs) and Option 2 included 148 units (overall 5.8 UPA with 45 townhomes, 42 duplexes, and 61 SF with 22 potential ADUs). Based on the number of units, the development would be phased over 5 years of construction with potential occupancies starting in 2027 through 2030. The Council supported the general layout but asked staff to:

- Evaluate a third option that included only SF and duplexes (eliminate townhomes).
- Investigate property insurance issues, specifically if higher rates for townhomes with common walls would impact affordability of those units.
- Reconsider ADUs in the neighborhood.

Unit Type Changes: Per the request of Council, staff have developed an Option 3 which includes 132 units (overall 5.2 UPA with no townhomes, 68 duplexes, and 64 SF with 35 potential ADUs). The result of this new Option is:

- Loss of 16 units, due to the footprint and required setbacks of a duplex being larger than a townhome
- $3-4M increase of vertical construction costs due to fewer common walls, more exterior siding, larger foundation footprints, decrease of stackable plumbing options, increased number of windows etc. ($3M for no garages, $4M with added garages).
- Potential loss of lower priced townhome units, which could impact Town subsidy, availability to lower AMI households, and Prop 123 funding. See Equity Lens discussion on page 2.
- Lower density and higher vertical construction cost per unit by at least $90,000 per unit

Insurance: Staff engaged with local insurance agencies to assess the differences in costs and risks between townhomes and duplexes. The findings indicate minimal differences in homeowner insurance expenses or associated risks between these two unit types. The parcel's location contributes to lower overall risk. The site is considered a “safer” development due to its proximity to the town core and lack of adjacency to the national forest, which minimizes wildfire concerns.

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.

Furthermore, this mixed-use community of townhomes, duplexes and single family units represents less risk than large multifamily apartments and condo complexes. The lack of short term rentals in this neighborhood also limits the risk. The development exceeds building code requirements with enhanced features such as double walls, high insulation ratings, and fire-safe materials. These measures reduce fire risk and may contribute to lower insurance rates. Staff recommends the development team compile this information into a packet to provide to buyers at closing, enabling them to present these details to their insurance agents. Staff does not anticipate that changing unit types from townhomes to duplexes would significantly impact or lower insurance rates for homeowners. Actual insurance rates will vary based on individual circumstances.

ADUs: Following the November work session, staff was directed to re-evaluate the role of ADUs. While ADUs within a deed restricted neighborhood are a new concept, we feel ADUs can add value for the home owner and the community at large if they are accommodated in deed restricted neighborhoods. The key is to plan for the ADUs up front, to provide a place and path for their development, and to ensure adequate parking. Our recommendation is to include a flexible area, initially left as unfinished storage above the two-car garage. The unfinished space would include a dedicated parking pad and pre-installed plumbing roughed in behind walls to simplify future construction. The Developer would provide pre-designed floorplans to homeowners to assist in the build out and reduce costs and complexity. We believe this approach balances affordability for homeowners and allows for flexibility for future improvements. Staff recommends evaluating policies for the use of these ADUs over the coming months, since the current Town code addresses ADUs in market rate units, but we do not have specific requirements in the Town code for ADUs in deed restricted neighborhoods.

Public Outreach/Engagement
To better understand the demand for various unit types, staff consulted with the developer of Stables Village. We believe that the townhomes and single-family homes are in highest demand. Within the Stables Village development, there are only 5 single family homes, 18 townhomes and 38 duplexes. A significant number of lottery participants, primarily those seeking single-family homes, dropped out of the selection process when no single-family homes were available during their selection window. However, demand for all unit types has remained strong, with over 200 individual entries submitted for each of the three lotteries held.

Financial Implications
Depending on the ultimate unit count and mix, infrastructure costs, additional grants, AMI targets, deed restriction light and/or market rate units, staff estimates that the subsidy for this project could be $40million (phased from 2025 to 2030). We can't confirm the final subsidy until this pre-development and planning phase is complete and we have more detailed infrastructure plans/costs. It should be noted that we have already received a $2M More Housing Now grant from DOLA that is accounted for in the preliminary budget, which is contingent on $4M being spent by September 2026 on specific infrastructure items. We have applied for an additional grant and will continue to seek additional funding sources. This gap represents 148 units at a $270K gap per unit, based on the $350 per square foot vertical costs that we saw at Stables Village. Original budget estimates assumed a gap of $240K per unit for 100 units. As noted, the actual subsidy is heavily dependent on final infrastructure costs, which are currently estimated to be 20% of the overall project costs. We will continue to evaluate areas for savings (value engineering) and opportunities to reduce the gap before presenting the final budget estimates in February.

Equity Lens
After reviewing the equity lens staff believes that Option 2 with 148 units best meets the community needs since it provides roughly one-third of each unit type while catering to different household sizes and income levels. This neighborhood is envisioned as a place where residents can transition into larger units as their families grow or downsize as their needs change, with resales continuing to be determined through a lottery system. The primary goal of this neighborhood is to offer a diverse range of housing options at various price points to meet the needs of our community with a focus on the $445-680K price points. Lower priced units can be included and enable us to access more grant opportunities while higher priced units will need to be included to subsidize the overall project. As illustrated above, duplexes cost at least $90,000 more than townhomes, which makes it more challenging to target the lower price points.

To ensure the development is inclusive and accessible, housing staff are collaborating closely with our social equity and marketing teams. Outreach efforts will continue to engage the entire community, with more detailed information to be shared as the project scope is refined and finalized.

Staff Recommendation

As noted above, staff are recommending Option 2 because this site plan offers the most units and the widest variety of price points and unit types thus creating a true mixed neighborhood. Once Council provides direction on issues presented in this memo (unit types, count and ADU unfinished space), the pre-development team will proceed with initial designs and pricing for the civil infrastructure. Actual costs, subsidy, and sale price revenue will be presented for discussion with Council in February once the civil costs are determined. At that time, staff will be requesting authorization to proceed with entitlements followed by infrastructure in summer 2025.

UNIT MIX - CONCEPT A

SITE DATA TABLE	
Single Family - Cottage	1,600 sf
	20 units 14% of total
Single Family - 3 Bedroom w/ ADU	2,322 sf
	22 units (+22 ADU) 16% of total
Single Family - 4 Bedroom	2,305 sf
	23 units 17% of total
Duplex	1,672 sf
	44 units 32% of total
2-Story Townhomes	1,333 - 1,493 sf
	30 units 21% of total
TOTAL UNITS	**139 units (+22 ADU)**

UNIT MIX - CONCEPT B

SITE DATA TABLE	
Single Family - Cottage	1,600 sf
	17 units 12% of total
Single Family - 3 Bedroom w/ ADU	2,322 sf
	22 units (+22 ADU) 15% of total
Single Family - 4 Bedroom	2,305 sf
	22 units 15% of total
Duplex	1,672 sf
	42 units 28% of total
2-Story Townhomes	1,333 - 1,493 sf
	45 units 30% of total
TOTAL UNITS	**148 units (+22 ADU)**

UNIT MIX - CONCEPT C

SITE DATA TABLE	
Single Family - 3 Bedroom Cottage	1,600 sf
	29 units 22% of total
Single Family - 4 Bedroom	2,305 sf
	35 units 26% of total
Duplex - 2-3 Bedroom	1,672 sf
	68 units 52% of total
TOTAL UNITS	**132 units**

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Julia Puester, AICP, Assistant Community Development Director

Date: 12/4/2024 (for 12/10/2024)

Subject: Employee Generation Policy

Town Council Goals (Check all that apply)

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

Summary

Staff have been working on revisions to Development Code *Policy 24 Absolute Social Community* related to employee generation originally adopted in 2020. This policy is one of many strategies in the Town's multi-pronged approach to creating workforce housing. Staff note that without new businesses contributing toward any of their employee housing impacts, the Town ultimately is left to solve the community's affordable housing gap without assistance from those businesses generating the employees that require housing.

This work session will outline all primary items within the policy for discussion.

Background

Staff has outlined topics that the Town Council have held work sessions on to date as well as new topics below for more in-depth discussions.

Where We've Been

Employee Generation Rates by Use Type/Nexus Study: The Town Council adopted a bill on October 22, 2024 revising the "Employee Generation by Type of Use" table within the policy to reflect Breckenridge-specific employee numbers resulting from a 2023 nexus study by EPS, Inc.

Mitigation Percentage: At the October 1 meeting, the Council discussed the employee generation mitigation rate and compared the Town's current rate to other peer communities' rates. Although the mitigation rate was not finalized, the Council generally voiced support for maintaining the current mitigation rate of 35%. This means new development or changes of intensity of use would continue to be required to provide housing or a fee-in-lieu for 35% of new employees generated. *Staff seek confirmation on maintaining the 35% employee generation mitigation rate in the current code.*

Square Footage Per Employee: The Town Council generally supported maintaining the existing amount of 350 square feet per employee in the mitigation rate calculation at the October 1, 2024 work session. *Staff seek confirmation on maintaining the 350 square foot per employee in the mitigation rate calculation.*

Small Business Exemption: The current policy does not offer a small business exemption. Staff explored different scenarios for a potential small business exemption at the October 22, 2024 work session. Staff findings resulted in scenarios with too many variables and an inability to effectively apply a small business exemption in the development code. Staff were also unable to find other peer communities with a small business exemption within similar policies. No decision was made by Town Council at the meeting, although other options such as a potential payment plan for the

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.

employee generation rate fee in lieu was mentioned. *Staff is seeking confirmation that a small business exemption will not be included in the policy and looks for any further direction from Council on exploring other options such as a payment plan for the fee in lieu.*

New Discussion

On Site Mitigation: The total amount (100%) of required employee mitigation for all new construction or demo/rebuild projects is required to be provided on site. For development that involves a change in intensity of use, twenty five percent (25%) is required to be provided onsite. Should any property meet one of the exemptions below, up to 100% of the required employee mitigation may be provided off site.

a. Exceptions: At the sole discretion of the Planning Commission, an exception may be granted from this onsite mitigation requirement (subsection E1) based upon one of the following findings:
(i) Implementation of the on-site unit mitigation method would not be compatible with the other on-site or adjacent uses;
(ii) Implementation of the on-site mitigation method would be contrary to the goals of the applicable elements of the town's land use guidelines;
(iii) Exceptional or unique conditions apply to the site, which generally do not apply to other sites, that prevents the implementation of the on-site unit mitigation method;
(iv) The method of mitigation proposed better achieves the general and specific purposes of this policy than the on-site mitigation unit method, as decided by the town through a development agreement; or
(v) The project is located in the Conservation District.
vi) An applicant may pay a fee in lieu of providing required employee housing only when the amount of employee housing requirement required by this policy is less than 1.0 employee.

Staff foresee some issues with requiring all housing to be mitigated onsite. While in some cases, having workforce housing located in new developments could be preferrable, saving on vehicle miles traveled and commute time for employees, some scenarios may not be ideal such as an employee living in a hotel where guests are coming in and out of the property at differing hours contributing to noise levels. In addition, land and density is scarce and there is an economy of scale to constructing and managing new workforce housing units at one location. For developments that generate many employees, a consolidated off site location in the Upper Blue basin may be preferrable.
Staff seek direction on 1) should current code remain which requires all new construction, demo/rebuilds to provide 100% of required employee mitigation housing on site and 2) should there be any modification to the 25% of employee mitigation on site requirement for changes of intensity of use?

Fee In Lieu:
Methodology: The existing policy allows for a fee in lieu to be collected only when the employees generated results in less than one employee. The fee in lieu is $284 per square foot and is based on the market affordability gap for a two person household earning 80% Area Median Income (AMI) in Summit County in 2020. Staff recommend that the fee in lieu methodology change to be based off of the median cost of construction of Town workforce housing developments. Staff believe that the cost of construction provides a better nexus for providing workforce housing units and programs. Based on the median of cost of construction, the fee in lieu would be $391 per square foot, resulting in a $107 per square foot increase over the 2020 code. (The project cost analysis is attached and includes utility and infrastructure cost but does not include land cost.)

Application: The current policy allows for a fee in lieu only for employee mitigation resulting in less than one employee. Although gaining an actual deed restricted unit is the most valuable result from this policy as the fee in lieu per employee does not result in the true cost of construction of full workforce housing unit, staff would like the Council to consider allowing for the fee in lieu to apply to more than a fraction of an employee. Because land for construction of units and market rate units appropriate for deed restricted purchases have become scarcer, expanding options could be considered. In addition, the Town's workforce housing programs have advanced, including constructing housing, engaging in public/private partnerships, offering Housing Helps, and pursuing buy downs which assist in utilizing fee in lieu dollars that would be collected. Given limiting market conditions and programmatic housing advances by the Town, staff recommend Council consider increasing the fee in lieu application up to a certain amount of employees generated. If a maximum cap on employees generated for applicable to the fee in lieu provision, up to 5 employees as an example, the Town would maintain the ability to have valuable units be provided by large private sector businesses.

Alternatively, this flexibility could provide some relief to businesses in smaller spaces which are increasing the intensity of use by not having to purchase or construct a unit.

Below are two examples of how a fee in lieu calculation of up to 5 employees to be mitigated could work for a small and large business.

Example A- *Small Space Paying A Fee In Lieu for 1.7 Employees to be Mitigated*
Retail to Sit Down/table service, outdoor space up to 25% of indoor space: 900 sq. ft.
900 sq. ft./1,000 sq. ft. x (8.34 - 2.94 per 1,000 sq. ft.=5.4) = 4.86 new employees generated x 35% = 1.701 employees to be mitigated
1.701 employees x 350 sq. ft. per employee = 595.35 sq. ft. housing to be provided or
595 sq. ft. x $391 = **$232,645 fee in lieu to be provided**

Example B- *Large Business Paying A Fee In Lieu on 5 Total Employees to be Mitigated and Housing Square Footage Provided for Remainder of Mitigation Requirement*
New Retail grocery store square footage: 50,000 sq. ft.
50,000/1,000 sq. ft. x. (2.96 per 1,000 sq. ft.) = 148 new employees generated x 35% = 51.8 employees to be mitigated
5 employees max to be mitigated with fee in lieu x $391 = **$684,250 fee in lieu and**
51.8 - 5 employees = 46.8 employees remaining to be mitigated x 350 sq. ft. per employee = **16,380 sq. ft. of housing to be provided**

Staff is seeking direction on support for 1) a change from the affordability gap to construction cost methodology and 2) whether the Council would support increasing the application of the fee in lieu to five employees to be mitigated or another amount.

Challenges: The current policy allows the applicant to challenge the employee generation rates required. The language in the code is vague as there is little information specified for submittal by the applicant.
Existing Code:
If an applicant submits competent evidence demonstrating that the employee generation rates contained in table "Employee Generation Rates by Type of Use Table," above, do not accurately reflect the number of employees generated by the proposed development or change of intensity of use and the planning commission finds that such evidence warrants a deviation from those employee generation rates, the planning commission shall allow for such a deviation as the planning commission deems appropriate. The town may, at its discretion, hire an independent third party consultant to verify the evidence provided by an applicant. The cost of such verification shall be paid or reimbursed by the applicant.

To define submittal requirements for staff and the Planning Commission to better analyze a challenge to employee generation rates, staff suggest the following submittal requirements be added:
1. If relocating, expected employee generation of the type of use based on its previous location in Summit County or other similar resort area;
2. If a new business, expected employee generation of the type of use based on two to three examples of the employee generation of the use within a similar resort area. If the use is not found in another resort area, other examples are acceptable;
3. Any unique employment characteristics of the use that would result in a lower job generation rate;
4. The town may, at its discretion, hire an independent third party consultant to verify the evidence provided by an applicant. The cost of such verification shall be paid or reimbursed by the applicant.
Staff seek feedback on the proposed submittal requirements and qualifiers for applicants to challenge the "Employee Generation Rates by Type of Use Table".

Public outreach/engagement
This policy will impact new businesses or businesses generating more employees due to an increase in the intensity of use. Staff has discussed this policy change with one local business owner looking at a potential expansion and change of use. Staff can reach out to the existing business community through the Town's business license list to solicit input on the proposed changes in advance of an additional work session or first reading.

Financial Implications

Financial implications of this policy could result in fewer dollars spent from the general fund for the Town to construct new workforce housing units.

Equity Lens
The purpose of Policy 24A Social Community as it relates to employee generation mitigation is to provide a funding source for workforce housing in Town. The employee generation rate is assessed based on a nexus study linked to the amount of employees to be mitigated by the use per square foot. The mitigation requirement results in deed restricted units to be provided by the business or a fee in lieu to be applied toward affordable housing, supporting our local workforce.

Staff Recommendation
Staff is seeking direction at this work session on the above items in the Employee Generation Policy.

							PROJECTED	PROJECTED	PROJECTED	PROJECTED
Category	**Pinewood 2**	**Denison Commons**	**COTO Flats**	**Blue 52 Townhomes**	**Huron Landing**	**Alta Verde**	**B-11 Employee Hsg**	**Alta Verde 2**	**Justice Center**	**Stables**
Bedrooms in Project	**45**	**30**	**18**	**103**	**52**	**132**	**27**	**334**	**62**	**182**
Parking Spaces	**66**	**35**	**34**	**118**	**52**	**124**	**56**	**274**	**71**	**215**
Parking Ratio/Unit	**1.47**	**1.17**	**1.89**	**2.27**	**2.00**	**1.55**	**2.07**	**1.59**	**1.37**	**3.52**
Parking Ratio/Bed	**1.47**	**1.17**	**1.89**	**1.15**	**1.00**	**0.94**	**2.07**	**0.82**	**1.15**	**1.18**
Number of Units	**45**	**30**	**18**	**52**	**26**	**80**	**27**	**172**	**52**	**61**
Gross Square Footage	**33,865**	**19,192**	**13,786**	**80,437**	**21,605**	**93,644**	**20,679**	**172,522**	**53,160**	**119,185**
Completed	**2016**	**2017**	**2019**	**2019**	**2017**	**2022**	**2023**	**2024**	**2024**	**2025**
Infrastructure- off site (roads, site work)		$600,000	$100,000	$1,100,000		$3,400,000		$1,397,518		$12,000,000
Hard Costs-Construction	$8,103,859	$4,891,874	$4,098,788	$14,640,523	$7,203,525	$23,061,405	$13,040,796	$56,689,693	$9,587,144	$34,903,716
Soft Costs-including dev fee	$1,971,852	$749,897	$653,332	$1,926,625	$846,851	$9,275,595	$1,288,916	$19,436,363	$2,715,430	$10,383,385
Water	$675,000	$450,000	$270,000	$780,000	$390,000	$413,482	$132,881	$2,298,638	$488,469	$1,005,000
Sewer	$692,000	$360,000	$208,710	$764,000	credits	$1,000,858	$315,000	$2,500,000	$180,161	$2,586,366
Contingency-included in hard cost										
LIHTC	$400,675									
Boxes									$7,708,200	
Boxes-trans									$232,500	
Project Cost (no land-fees waived)	$11,843,386	$7,051,771	$5,330,830	$19,211,148	$8,440,376	$37,151,340	$14,777,593	$82,322,212	$20,911,904	$60,878,467
GC- Hard Construction only/sf	$239	$255	$297	$182	$333	$246	$631	$329	$325	$293
Total cost per sf w/soft and dev fee	$350	$367	$387	$239	$391	$397	$715	$477	$393	$511
Cost per Unit	**$263,186.36**	**$235,059.03**	**$296,157.22**	**$369,445.15**	**$324,629.85**	**$464,391.75**	**$547,318.26**	**$478,617.51**	**$402,152.00**	**$998,007.66**
Cost per Bedroom	**$263,186.36**	**$235,059.03**	**$296,157.22**	**$186,516.00**	**$162,314.92**	**$281,449.55**	**$547,318.26**	**$246,473.69**	**$337,288.77**	**$334,497.07**

water cost assumptions- fees were waived

Recommend Average AV1, AV2, and JC-note JC was not net zero and was modular
Do not include land cost or permit fees