



TOWN OF  
**BRECKENRIDGE**

**Town Council Work Session**

Tuesday, September 11, 2018, 3:00 PM

Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

Estimated times: The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion, and are subject to change.

**I. PLANNING COMMISSION DECISIONS (3:00-3:05 pm)**

Planning Commission Decisions

**II. LEGISLATIVE REVIEW (3:05-3:25 pm)**

Cucumber Creek Estates Lease (Second Reading)

Revision to Drones Ordinance (Second Reading)

Oath Ordinance (First Reading)

Electrical Personal Assistive Mobility Devices Ordinance (First Reading)

**III. MANAGERS REPORT (3:25-4:25 pm)**

Public Projects Update

Parking and Transportation Update

- Parking Structure Discussion

Housing and Childcare Update

Committee Reports

**IV. OTHER (4:25-5:15 pm)**

Breckenridge Heritage Alliance CIP Discussion

Dog Park Turf

**V. PLANNING MATTERS (5:15-5:45 pm)**

McCain Master Plan

**VI. EXECUTIVE SESSION (5:45-6:00 pm)**



# Memo

To: Breckenridge Town Council Members  
From: Peter Grosshuesch, Director of Community Development  
Date: September 5, 2018  
Subject: Planning Commission Decisions of the September 4, 2018 Meeting

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***DECISIONS FROM THE PLANNING COMMISSION MEETING, September 4, 2018:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

**CLASS C APPLICATIONS:** None.

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.



## PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Mathews-Leidal.

### ROLL CALL

Christie Mathews-Leidal  
Mike Giller  
Dan Schroder

Jim Lamb  
Steve Gerard  
Gretchen Dudney

Ron Schuman

### APPROVAL OF MINUTES

With the change below, the August 21, 2018 Planning Commission Minutes were approved.

Ms. Leidal – Please add a note to the Fowler Residence report that staff handed out new findings and conditions at the meeting.

### APPROVAL OF AGENDA

With no changes, the September 4, 2018 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Public Comments

### PRELIMINARY HEARINGS:

1. 319 N. French Street Remodel and Addition (CK), PL-2018-0367, 319 N. French Street

Mr. Kulick presented a proposal to rehabilitate, locally landmark, and add a connector to the existing historic residence on North French Street.

#### *Commissioner Questions/Comments:*

Mr. Schroder: Is there an assumption that the module is to be connected on a level grade? (Mr. Kulick: We couldn't find precedence where a one-story connector was used on this type of grade and this much elevation change. It is unusual.)

Ms. Leidal: Is there mass bonus precedence like this in the past? (Mr. Kulick: We have never faced this mass question before. This is the first scenario asked of this situation. We have had one or two where we inadvertently assumed they were eligible for a 20% mass bonus in LUD 18.)

Ms. Dudney: Why is there no mass bonus in LUD 18? (Mr. Kulick: There probably wasn't as much programming on-site in this area historically. In Policy 4R, the section in question has never been changed. (Mr. Grosshuesch: I think it has to do with the nature of the surviving historic structures character area being quite small.)

Mr. Lamb: We talked about this before but I don't remember what we came up with.

Ms. Puester: We have had subsequent conversations with the state since our discussions earlier this summer on the Land Use District 18 mass bonus work session. We will be looking at some revisions to the Handbook of Design Standards and code to address some of those conversations. However, either way, the section of the code has not changed and the Commission needs to review it under the current code. There are no pending changes at this time. Nore Winter has been contract to help us with some recommendations on the Handbook but that will be months from now. This current code is Policy 4R (Mass) that Suzanne is asking about.

Mr. Schroder: This is not below ground right? Is it underground? (Mr. Kulick: They do have certain portions shown as below ground. Per our code there is a threshold for above and below. It is our opinion that mass should be based only on the above ground portion since mass is the

- total of above ground square footage.)
- Ms. Leidal: The code does allow duplexes in this district. This looks like a duplex. There is a wet bar, two kitchens, cubbies, a lock off area. What would change if it were a duplex? It would change the parking. Would it change mass or density? (Mr. Kulick: No, a duplex has the same 1,600 sq. ft. multiplier as single-family home. They haven't proposed it as a duplex (but a separate lock-off would incur additional fees).)
- Mr. Lamb: It looks like a lock off or mother in law unit. Just keep that in mind as we move forward.
- Ms. Dudney: What are the recommendations from staff on the connector? (Mr. Kulick: Sometimes there is some flexibility in Policy 80A. This is definitely a unique situation because of the steep grade and have no precedent for a one-story connector on a steep slope. The applicant agrees they still need to do some work on the connector. We would like to hear what the commissions thoughts are on the connector.)

Suzanne Allen-Sabo, Architect, presented:

We are working through alot of the problems but the big one is the square footage. The client had been looking at the property for some time. I talked to Mosh back when he was still working here and got the spreadsheet that he created for staff use and it was a 20% mass bonus across the board, in all land use districts. After Mosh left, staff then figured out that this was incorrect. The client purchased the property with that assumption. The way I understand the density bonus is that we get the 700 square feet underneath as a bonus. So we added it to the density we already have. That's how I came to my conclusion. I would love to hear your comments on the connector, but the mass is the main issue. (Mr. Schroder: From the street view this looks like a duplex. Is it a duplex?) They did include a caretaker apartment but that has been changed and the applicant doesn't want that anymore. If we have to cut 650 square feet from the design we will be doing a complete redesign. Keep in mind it is one of the smallest historic residences in Town. All of the drainage is into the building and that will have to be fixed. It is a challenge to keep the rest of the structure lower. (Mr. Giller: There is a shift on the site plan. Are you shifting the building?) Originally we were. Then it turned out we didn't need to shift it.

Public Comments:

Bill Tinker, Owner, 315 N. French Street:

It is quite large. I always envisioned the little house would be more centered on the site because it was over the north property line. The proposal doesn't look like a historical building on site. This has big gable roofs like a Shock Hill home and different finishes, too much glass, not a historic home. It appears like two different main buildings and it is shocking and odd. That is my personal opinion. I would like to make sure they preserve the existing buffer trees between the property.

Michael Bertaux, Owner, 317 N. French Street:

I am here primarily to protect my water line between the properties. I do have an easement to protect that line. I would have solved the problem of the property line by centering the building. It does look like two buildings. The proposed front chimney does not look historic at all. Reminds me of the Who's Next album. We hope to protect our landscaping as well. The neighbors on the north are out of town and they are concerned about the destruction of their trees during construction and would like those removed. If you move the house to the center, the connector problem goes away. Did staff suggest moving it? (Mr. Kulick – We asked them to keep the house in its original location.) If they are taking the whole house up why not let them move it. This is a survey issue from some time ago.

Bill Tinker added:

We spoke with Mosh years ago about developing this property. He told us we could move the historic structure but not rotate it and did not mention negative points. He stated the height could not be changed. That was Mosh's comments. If that were true it would take care of these problems. (Ms. Puester: The code changed a few years ago to give negative points when you move it. The preference is to keep the building in

its original space.) (Mr. Grosshuesch: We have gotten several negative comments from the state about moving historic structures, especially when increasing mass.) Mosh also said that there were two additions since to the original building and the back section is not historical and you can get rid of that. I measured it at 278 sq. ft. What you get for developing that density was free density under the building. (Ms. Puester: Clarified that recently moving historic structures in Policy 24R and gave examples of the negative points that would be incurred.)

Suzanne Allen-Sabo: We thought about using two connectors. Because we are connecting the addition at the back it won't work.

Public hearing was closed.

*Commissioner Questions/Comments:*

Ms. Dudney: Given what is said about the mass I don't think I can interpret it any other way than what Mr. Kulick said. I think we have flexibility with the connector because you can't have only 1 ½ stories in this situation. I agree with staff on all other design issues.

Mr. Lamb: I agree with staff 100%. It is too high, and out of scale. It has too many windows. The site buffering has been taken care of. I agree with Gretchen on the mass.

Mr. Schuman: I agree with staff on points 1, 2, 3, and 4. The landscaping and buffering will change. There is a huge amount of program and it overwhelms the site. Not sure what we will see when it is not -48 points.

Mr. Giller: I think it is good that the addition is lower. I think the 2 foot inset on the north side of the connector should be met. The fifth item is the location. I support leaving the primary structure in the historic location. I agree with Mr. Kulick on the height, width, and scale. You need to reduce windows on the connector. The windows and doors makes it look like a modern design in the historic district. I look forward to the resubmission. I could be flexible on the connector height.

Mr. Schroder: I agree with staff on the height, width, and scale. We have used flexibility in the past on the connectors. I think we can let the connector remain taller because the slope is falling away. Another alternative is a bridge with air flowing underneath, which I don't think is appropriate at all. The design and material is out of character. The windows and doors allow too much void to solid. I look forward to seeing the modifications.

Mr. Gerard: I think the staff report is very thorough. The big problem is with the connector. The policy says it shall not exceed 1 story in height and that is a mandatory policy. I was thinking a bridge in the back or allowing it to come out the side would be a solution. Then it might not look as much like two buildings. Fitting this into the lot is a real challenge. I am concerned and think we shouldn't change the 1 story height requirement of the connector. I agree with staff on the mass and other points.

Ms. Leidal: I appreciate the thorough staff report. On issues 1-5 I agree with staff and agree with staff on the mass interpretation. I am willing to look at the connector if it is over one story, but would also appreciate any change to make it lower.

**OTHER MATTERS:**

1. Town Council Summary (Memo Only)

**ADJOURNMENT:**

The meeting was adjourned at 6:34 pm.



# Memo

To: Breckenridge Town Council Members  
From: Tim Berry, Town Attorney  
Date: 9/4/2018  
Subject: Council Bill No. 21 (Cucumber Creek Estates Lease)

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The second reading of the ordinance approving the new Lease between the Town and Christie Heights Partnership/ Cucumber Creek Associates, LLC is scheduled for your meeting on September 11<sup>th</sup>. There are no changes proposed to either the Lease or the ordinance from first reading.

I will be happy to discuss this matter with you on Tuesday.





1 WHEREAS, the proposed Lease has a term longer than one year; and

2  
3 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate  
4 lease entered into by the Town which exceeds one year in length must be approved by ordinance.

5  
6 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
7 BRECKENRIDGE, COLORADO:

8 Section 1. The proposed Lease between the Town, Christie Heights Partnership, a  
9 California general partnership, and Cucumber Creek Associates, LLC, a Colorado limited  
10 liability company (Exhibit "A") is approved, and the Town Manager is hereby authorized,  
11 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.

12  
13 Section 2. The Town Council hereby finds, determines and declares that it has the  
14 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by  
15 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town  
16 Charter.

17  
18 Section 3. This ordinance shall be published and become effective as provided by  
19 Section 5.9 of the Breckenridge Town Charter.

20  
21 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
22 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2018. A Public Hearing shall be held at the  
23 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
24 \_\_\_\_\_, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal  
25 Building of the Town.

26 TOWN OF BRECKENRIDGE, a Colorado  
27 municipal corporation

28  
29  
30  
31 By: \_\_\_\_\_  
32 Eric S. Mamula, Mayor

33  
34 ATTEST:

35  
36  
37  
38 \_\_\_\_\_  
39 Helen Cospolich, CMC,  
40 Town Clerk

1 LEASE

2  
3 THIS LEASE ("*Lease*") is dated \_\_\_\_\_, 2018 and is between  
4 CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership, and Cucumber Creek  
5 Associates, LLC a Colorado Limited Liability Company, collectively ("*Landlord*") and the  
6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("*Tenant*").  
7

8 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following  
9 real property located in the Town of Breckenridge, Summit County, Colorado:  
10

11 Tracts A, B, D, E and F, Cucumber Creek Estates Subdivision, according to the  
12 plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real  
13 property records of the Clerk and Recorder of Summit County, Colorado  
14

15 (the "*Property*")  
16

17 upon the following terms and conditions:  
18

19 1. Term. The term of this Lease began as of 12:01 A.M. on the date of this Lease, and  
20 will continue from time to time until terminated as provided in Section 2.  
21

22 2. Termination.  
23

24 2.1 This Lease may be terminated by the owner of any of the Tracts that comprise the  
25 Property, in such owner's sole and absolute discretion and without liability for breach of this  
26 Lease, upon not less than sixty (60) days' prior written notice of termination to the Tenant given  
27 in accordance with Section 23, with a copy to the Summit County, Colorado Assessor; provided,  
28 however, that such notice may not be given between September 1 of any year and January 31 of  
29 the next calendar year. Such notice of termination shall only apply to Tract(s) described in such  
30 owner's notice; this Lease shall continue as to all other Tract(s) until terminated by the owner(s)  
31 of such Tract(s) in accordance with this Section 2.1.  
32

33 2.2 The Tenant may also terminate this Lease, in its sole and absolute discretion and  
34 without liability for breach of this Lease, upon not less than thirty (30) days' prior written notice  
35 of termination to the Landlord given in accordance with Section 23, with a copy to the Summit  
36 County, Colorado Assessor.  
37

38 3. Rent. The total rent to be paid by the Tenant for the full term of this Lease is One  
39 Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Landlord.  
40

41 4. Quiet Enjoyment. Landlord covenants that upon Tenant's payment of the rent and  
42 performance of the covenants herein contained Tenant will peacefully and quietly have, hold,  
43 and enjoy the Property for the agreed term.  
44

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

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

10  
11 6. No Hazard or Nuisance. Tenant will not maintain, commit, or permit the maintenance  
12 or commission of any hazard or nuisance on the Property.

13  
14 7. Taxes. This Lease has been entered into by Landlord and Tenant based on the  
15 understanding that the Property will be exempt from general property taxation during the term of  
16 this Lease pursuant to §39-3-124(1)(b)(I), C.R.S. Tenant agrees to provide the Summit County,  
17 Colorado Assessor (the "Assessor") with a copy of this Lease immediately following its signing,  
18 and to provide such other information as may be requested by the Assessor with respect to the  
19 Assessor's determination of the tax status of the Property. If the Assessor determines that the  
20 Property is subject to general property taxation during the term of this Lease, this Lease may be  
21 terminated by Landlord pursuant to Section 2.1.

22  
23 8. Improvements. The Property is leased without any improvements on it. Tenant will  
24 make no improvement to the Property without the prior written consent of Landlord, which  
25 consent may be withheld in Landlord's sole and absolute discretion. Any improvement built,  
26 constructed, or placed on the Property by Tenant will, unless otherwise provided by written  
27 agreement between Landlord and Tenant, be removed from the Property at the expiration or  
28 sooner termination of this Lease at Tenant's sole cost and expense.

29  
30 9. Assignment And Sublease. Tenant will not sublet or license the Property or assign  
31 this Lease without the prior written consent of the Landlord, which consent may be withheld in  
32 Landlord's sole and absolute discretion; provided, however, Tenant may sublet or license the  
33 Property to the operator of the Breckenridge Nordic Center for its wintertime use in connection  
34 with the operation of the Breckenridge Nordic Center without Landlord's consent, provided that  
35 such operator must be required to comply with all of the terms and conditions of this Lease and  
36 must agree in writing to provide Landlord with the same indemnification as is provided for in  
37 Section 8.1 of the License Agreement dated December 7, 2012, and with general liability  
38 insurance as required by Section 8.2(a) of such License Agreement.

39  
40 10. Condition of the Property. Tenant will, at Tenant's sole expense, keep and maintain  
41 the Property in a good, clean, sanitary, and safe condition throughout the term of this Lease.

42  
43 11. Surrender of Property. At the end of this Lease Tenant will surrender the Property to  
44 the Landlord in as good a condition as existed at the time of the commencement of this Lease,  
45 normal wear and tear excepted. At the end of this Lease Tenant will remove its property from the  
46 Property at Tenant's sole cost and expense. Any of Tenant's property not removed from the

1 Property at the end of this Lease will be considered abandoned and Landlord will have the right  
2 (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the property at the  
3 expense of the Tenant and Landlord will not be accountable to the Tenant for any part of the  
4 proceeds of such sale, if any.  
5

6 12. Inspection Of Property. Tenant acknowledges that it has inspected the Property and  
7 is aware of its geological and topographical condition. Tenant accepts the Property in “AS IS”  
8 condition without recourse to Landlord for any dangerous conditions, known or unknown.  
9 Tenant further agrees that the Property was at the time of the commencement of this Lease in a  
10 safe, clean, and tenantable condition.  
11

12 13. Liens. Tenant will not permit the creation of any lien upon the Property. The  
13 indemnification provisions of this Lease apply to any such lien. If, because of any act or  
14 omission of Tenant, and resulting from Tenant’s work on the Property, any mechanic’s or other  
15 lien, charge or order for the payment of money is filed against the Property, Tenant will, at its  
16 own cost and expense, cause the same to be discharged of record or bonded within ninety (90)  
17 days from the filing of such lien.  
18

19 14. Hazardous Materials. Tenant will not store or permitted the storage on the Property  
20 of any type of hazardous or similar material which is regulated by federal, state or local  
21 regulation.  
22

23 15. Tenant Default. Tenant will be in default under this Lease if Tenant fails to comply  
24 with any of the terms, provisions or covenants of this Lease within three (3) days following  
25 services of a demand for compliance notice by Landlord in accordance with Colorado law.  
26 However, if the default cannot be corrected within three (3) days, the Tenant will not be in  
27 default if it begins to correct the default within three (3) days of receipt of the demand for  
28 compliance notice thereafter corrects the default with due diligence. Service of a demand for  
29 compliance notice by Landlord may be made in the manner provided in Section 23 for the giving  
30 of notice under this Lease.  
31

32 16. Landlord’s Remedies Upon Default. If the Tenant is in default under this Lease,  
33 Landlord has all of the remedies provided for in such circumstances by Colorado law, including  
34 without limitation, the right to terminate this Lease by written notice to Tenant, in which event  
35 Tenant will immediately surrender the Property to Landlord. If Tenant fails to surrender  
36 possession Landlord may, without prejudice to any other remedy which it may have for  
37 possession or arrearages in rent, enter upon and take possession of the Property and expel or  
38 evict Tenant and any other person who may be occupying the Property or any part thereof, by  
39 force if necessary, without being liable for any claim for damages therefor.  
40

41 17. Holdover By Tenant. If Tenant remains in possession of the Property with the  
42 consent of Landlord after the expiration of this Lease, then a new tenancy from month to month  
43 will be created between Landlord and Tenant that will be subject to all the terms and conditions  
44 of this Lease, but will be terminable upon ten (10) days’ written notice served by either Landlord  
45 or Tenant on the other party.  
46



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

3  
4 20. Lease Subject To State Law. This Lease is intended to be subject to the terms,  
5 provisions and limitations of Article 41 of Title 33, C.R.S., including, but not limited to, the  
6 limitations on landowner liability set forth in §33-41-103, C.R.S. This Lease constitutes  
7 permission by Landlord for the use of the Property by Tenant, without charge, for recreational  
8 purposes as defined by such law.

9  
10 21. Indemnification. To the extent of the limits of liability for Colorado municipalities  
11 established from time to time by the Act, Tenant will indemnify and defend Landlord against all  
12 claims, demands, judgments and causes of action (including Landlord's reasonable attorney's  
13 fees) arising from Tenant's or the general public's use of the Property pursuant to this Lease;  
14 provided, however, Tenant has no obligation to Landlord under this Section 21 to the extent that  
15 any such claim, demand, judgment or cause of action through the negligence or intentional  
16 wrongful act of Landlord, its agents, employees, partners, officers, contractors, licensees, lessees,  
17 successors or assigns, or Landlord's breach of this Lease; and, provided further, that Town's  
18 obligations under this Section 21 will in no event exceed the monetary limitations established  
19 from time to time by the Act.

20  
21 22. Attorney's Fees. If a legal action is filed by either party to recover for breach of this  
22 Lease, or to enforce a party's rights arising from or in connection with this Lease, the prevailing  
23 party will be awarded its reasonable attorneys' fees and costs in such action. For purposes of this  
24 section, "**Prevailing Party**" means a party that is awarded, by verdict, judgment, order or  
25 award, at least 50% of the highest total damages disclosed or claimed in writing by said party at  
26 any time in the action. Should neither party be a Prevailing Party, each party will pay its own  
27 costs and fees incurred in connection with the legal action. Should both parties be a Prevailing  
28 Party, both will be entitled to recover their reasonable attorneys' fees and costs respectively, as  
29 proved by them and determined by the judge.

30  
31 23. Notices. All notices required or permitted under this Lease will be given by  
32 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial  
33 carrier delivery, or by telecopies, directed as follows:

34  
35 If intended for Tenant, to:

36  
37 Town of Breckenridge  
38 P.O. Box 168  
39 150 Ski Hill Road  
40 Breckenridge, Colorado 80424  
41 Attn: Town Manager  
42 Telecopier number: (970)547-3104  
43 Telephone number: (970)453-2251

44  
45 with a copy in each case (which will not constitute notice) to:  
46

1 Timothy H. Berry, Esq.  
2 Timothy H. Berry, P.C.  
3 131 West 5th Street  
4 P. O. Box 2  
5 Leadville, Colorado 80461  
6 Telecopier number: (719)486-3039  
7 Telephone number: (719)486-1889  
8

9 If intended for Landlord, to:

10  
11 Christie Heights Partnership  
12 Timothy J. Casey, Managing Partner  
13 P.O. Box 2340  
14 Breckenridge, CO 80424  
15

16 Telecopier number: (970) 453-5490  
17 Telephone number: (970) 453-2571  
18

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

20  
21 Stephen C. West, Esq.  
22 West Brown  
23 P. O. Box 588  
24 Breckenridge, Colorado 80424  
25

26 Telecopier number: (970) 453-0192  
27 Telephone number: (970) 453-2901  
28

29 AND

30  
31 Cucumber Creek Associates, LLC  
32 Thomas Begley, Manager  
33 P.O. Box 7  
34 Breckenridge, CO 80424  
35

36 Any notice delivered by mail in accordance with this Section 23 will have been duly given and  
37 received on the third business day after the same is deposited in any post office or postal box  
38 regularly maintained by the United States postal service. Any notice delivered by telecopier in  
39 accordance with this Section 23 will have been duly given and received upon receipt if  
40 concurrently with sending by telecopier receipt is confirmed orally by telephone. Any notice  
41 delivered by hand or commercial carrier will be duly given and received upon actual receipt.  
42 Either party, by notice given as provided above, may change the address to which future notices  
43 may be sent. E-mail is not an acceptable method for giving notice under this Agreement.  
44

45 24. Time Of Essence. Time is of the essence of this Lease.  
46

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

3  
4           26. Third Parties. This Lease does not grant to any third party (except a party to whom  
5 the Tenant may sublease this Lease as provided in Section 9) any right to claim damages or to  
6 bring suit, action or other proceeding against the Landlord because of any breach hereof or  
7 because of any of the terms, covenants, agreements and conditions herein.

8  
9           27. Complete Agreement. This Lease contains the complete and final expression of the  
10 agreement between the parties as to the subject matter of this Lease, and that there are no  
11 promises, representations, or inducements except as are herein set forth.

12  
13           28. Modification. This Lease may be modified or amended only by a duly authorized  
14 written instrument executed by the parties hereto. Oral amendments to this Lease are not  
15 permitted.

16  
17           29. Applicable Law. This Lease is to be interpreted in accordance with the laws of the  
18 State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit  
19 County, Colorado in connection with any dispute arising out of or in any matter connected with  
20 this Lease.

21  
22           30. Counterparts. This Lease may be execute simultaneously in two or more  
23 counterparts, each of which will be considered an original for all purposes and all of which  
24 together will constitute but one and the same instrument.

25  
26           31. Section Headings. Section headings are inserted for convenience only and in no way  
27 limit or define the interpretation to be placed upon this Lease.

28  
29           32. Waiver. The failure of either party to exercise any of its rights under this Lease is not  
30 a waiver of those rights. A party waives only those rights specified in writing and signed by the  
31 party waiving its rights.

32  
33           33. Terminology. wherever applicable within this Agreement, the singular shall include  
34 the plural, and the plural shall include the singular.

35  
36           34. No Adverse Construction. Both parties acknowledge having had the opportunity to  
37 participate in the drafting of this Lease. This Lease is not to be construed against either party  
38 based upon authorship.

39  
40           35. No Recording. This Lease is **NOT** to be recorded in the real property records of the  
41 Clerk and Recorder of Summit County, Colorado.

42  
43           36. Binding Effect. This Lease is binding upon, and inures to the benefit of, the parties  
44 and their respective successors and permitted assigns.

45



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

3  
4           TENANT:

5  
6           TOWN OF BRECKENRIDGE, a  
7 Colorado municipal corporation  
8

9  
10  
11           By \_\_\_\_\_  
12           Rick G. Holman, Town Manager  
13

14        ATTEST:

15  
16  
17  
18        \_\_\_\_\_  
19        Helen Cospolich, CMC, Town Clerk  
20

21  
22           LANDLORD:

23  
24           CHRISTIE HEIGHTS PARTNERSHIP, a  
25 California general partnership  
26

27  
28  
29           By: \_\_\_\_\_  
30           Timothy J. Casey, Managing Partner  
31

32  
33           CUCUMBER CREEK ASSOCIATES, LLC  
34 a Colorado Limited Liability Company  
35

36  
37  
38           By: \_\_\_\_\_  
39           Thomas Begley, Manager  
40



# Memo

To: Breckenridge Town Council Members  
From: Tim Berry, Town Attorney  
Date: 9/4/2018  
Subject: Council Bill No. 22 (Amendment to Town's Unmanned Aircraft Systems (UAS) Ordinance)

---

The second reading of the ordinance amending the Town's Unmanned Aircraft Systems (UAS) Ordinance to incorporate language from a new state statute is scheduled for your meeting on September 11<sup>th</sup>. There are no changes proposed to ordinance from first reading.

I will be happy to discuss this matter with you on Tuesday.

1 **FOR WORKSESSION/SECOND READING – SEPT. 13**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 Additions To The Current Breckenridge Town Code Are  
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7  
8 COUNCIL BILL NO. 22

9  
10 Series 2018

11  
12 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE  
13 TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE  
14 OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE  
15 SPECIALIST, OR VOLUNTEER BY USE OF AN UNMANNED AIRCRAFT SYSTEM  
16 (UAS)

17  
18 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
19 COLORADO:

20  
21 Section 1. Section 5-14-4 of the Breckenridge Town Code is amended to read as follows:

22  
23 5-14-4: UNLAWFUL ACTS: It is unlawful to operate a UAS:

24  
25 A. In a reckless or careless manner so as to endanger the life or property of  
26 another. In any proceeding alleging a violation of this Section, the factfinder shall  
27 consider the standards for safe operation of aircraft prescribed by federal statutes  
28 or regulations governing UASs.

29  
30 B. If the UAS is equipped with a firearm or other deadly weapon.

31  
32 C. For the purpose of conducting surveillance, unless permitted by law.

33  
34 ~~D. In a manner that interferes with law enforcement, firefighting, or any other~~  
35 ~~government emergency operations.~~

36  
37 Section 2. Chapter 14 of Title 5 of the Breckenridge Town Code is amended by the  
38 addition of a new Section 5-14-4-1, to be entitled “Obstructing a Peace Officer, Firefighter,  
39 Emergency Medical Services Provider, Rescue Specialist, or Volunteer By Use Of UAS,” which  
40 shall read in its entirety as follows:

41  
42 **5-14-4-1: OBSTRUCTING A PEACE OFFICER, FIREFIGHTER,**  
43 **EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE**  
44 **SPECIALIST, OR VOLUNTEER BY USE OF UAS:**

1 A. Except as provided in Subsection C of this Section, it is unlawful for any  
2 person to intentionally, knowingly, or recklessly operate a UAS in a manner  
3 that obstructs, impairs, or hinders:

4  
5 1. the enforcement of the penal law or the preservation of the peace by a  
6 peace officer, acting under color of his or her official authority;

7  
8 2. the prevention, control, or abatement of fire by a firefighter, acting under  
9 color of his or her official authority;

10  
11 3. the administration of medical treatment or emergency assistance by an  
12 emergency medical service provider or rescue specialist, acting under color  
13 of his or her official authority; or

14  
15 4. the administration of emergency care or emergency assistance by a  
16 volunteer, acting in good faith to render such care or assistance without  
17 compensation at the place of an emergency or accident.

18  
19 B. It is not a defense to a prosecution under this Section that the peace  
20 officer was acting in an illegal manner, if he or she was acting under color of  
21 his or her official authority. A peace officer “acts under color of his or her  
22 official authority” if, in the regular course of assigned duties, he or she makes  
23 a judgment in good faith based on surrounding facts and circumstances that  
24 he or she must act to enforce the law or preserve the peace.

25  
26 C. Subsection A of this Section does not apply if the person who operates the  
27 UAS: (a) obtains permission to operate the UAS from a law enforcement  
28 agency or other entity that is coordinating the response of peace officers,  
29 firefighters, emergency medical service providers, rescue specialists, or  
30 volunteers to an emergency or accident; (b) continues to communicate with  
31 such entity during the operation of the UAS; and (c) complies immediately  
32 with any instructions from the entity concerning the operation of the UAS.

33  
34 D. As used in this Section, unless the context clearly requires otherwise:

35  
36 “Peace Officer” has the meaning provided in Section 6-3-5 of this Code.

37  
38 “Firefighter” means an officer or member of a fire department or fire  
39 protection or fire-fighting agency of the state, or any municipal or quasi-  
40 municipal corporation in this state, whether that person is a volunteer or  
41 receives compensation for services rendered as such firefighter.

42  
43 “Emergency Medical Service Provider” means a member of a public or  
44 private emergency medical service agency, whether that person is a volunteer  
45 or receives compensation for services rendered as such emergency serve  
46 provider.

1  
2 **“Rescue Specialist” means a member of a public or private rescue agency,**  
3 **whether that person is a volunteer or receives compensation for services**  
4 **rendered as such rescue specialist.**

5  
6 **“Volunteer” means a person performing services to assist a peace officer,**  
7 **firefighter, emergency service provider, or rescue specialist at the site of an**  
8 **emergency or accident without compensation, other than reimbursement for**  
9 **actual expenses incurred.**

10  
11 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the  
12 various secondary codes adopted by reference therein, shall continue in full force and effect.

13  
14 Section 4. The Town Council hereby finds, determines and declares that this ordinance is  
15 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
16 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
17 thereof.

18  
19 Section 5. The Town Council hereby finds, determines and declares that it has the power  
20 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article  
21 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

22  
23 Section 6. This ordinance shall be published and become effective as provided by Section  
24 5.9 of the Breckenridge Town Charter.

25  
26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
27 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2018. A Public Hearing shall be held at the  
28 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
29 \_\_\_\_\_, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
30 Town.

31  
32 TOWN OF BRECKENRIDGE, a Colorado  
33 municipal corporation

34  
35  
36 By: \_\_\_\_\_  
37 Eric S. Mamula, Mayor

38  
39 ATTEST:

40  
41  
42 \_\_\_\_\_  
43 Helen Cospolich, CMC,  
44 Town Clerk



# Memo

To: Breckenridge Town Council Members  
From: Helen Cospolich, Town Clerk  
Date: 9/5/2018  
Subject: Council Bill No. 23 (Oaths Ordinance)

---

A new state law, HB18-1138, took effect on August 8<sup>th</sup> that establishes a form of oath that must be used statewide for elected or appointed officials and specifies who may administer that oath. In general, the Town's current oath language conforms to the requirements of this law, and also adds a reference to the "charter and ordinances of the town" (as mandated by section 4.9 of our Charter).

Mr. Berry and I have determined it would be in the Town's best interest to memorialize our current oath, and who can administer it, by adding two sections to Chapter 7 Title 1 of the Breckenridge Town Code specific to those topics. These additions will ensure that the Town's oath of office is administered consistently and by the right people in the future.

Mr. Berry and I will be available at this meeting to answer any questions you may have.

1 **FOR WORKSESSION/FIRST READING – SEPT. 11**

2  
3 Additions To The Current Breckenridge Town Code Are  
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_

7  
8 Series 2018

9  
10 AN ORDINANCE AMENDING CHAPTER 7 OF TITLE 1 OF THE BRECKENRIDGE  
11 TOWN CODE CONCERNING OATHS

12  
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
14 COLORADO:

15  
16 Section 1. Chapter 7 of Title 1 of the Breckenridge Town Code is amended by the  
17 addition of the following sections:

18  
19 **1-7-4: OATHS:**

20  
21 **A. When a person is required by Section 4.9 of the Breckenridge Town Charter to**  
22 **take an oath or affirmation before the person enters upon the duties of those public**  
23 **offices and positions described in Section 4.9 of the Breckenridge Town Charter, the**  
24 **form of the oath or affirmation is as follows:**

25  
26 **I, (STATE YOUR NAME), do [SELECT SWEAR **OF** AFFIRM] that**  
27 **I will support the Constitution of the United States, the Constitution**  
28 **of the State of Colorado, the laws of the State of Colorado, and the**  
29 **Charter and ordinances of the Town of Breckenridge, and that I will**  
30 **faithfully perform the duties of [NAME OF OFFICE OR POSITION]**  
31 **upon which I am about to enter to the best of my ability.**

32  
33 **B. The oath or affirmance must be:**

34  
35 **1. In writing and signed by the person taking the oath or**  
36 **affirmation;**

37  
38 **2. Administered as provided in Section 1-7-5 of this Code; and**

39  
40 **3. Taken, signed, administered, and filed with the Town Clerk or**  
41 **other appropriate Town officer or employee before the person**  
42 **enters upon the public office or position.**

43  
44 **1-7-5: WHO MAY ADMINISTER OATHS OR AFFIRMATIONS: The Town**  
45 **Clerk, the Deputy Town Clerk, and the Municipal Judge have the power to**

1 administer oaths and affirmations required by Section 4.9 of the Breckenridge  
2 Town Charter.

3  
4 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and  
5 the various secondary codes adopted by reference therein, shall continue in full force and  
6 effect.  
7

8 Section 3. The Town Council hereby finds, determines and declares that it has the  
9 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by  
10 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town  
11 Charter.  
12

13 Section 4. This ordinance shall be published and become effective as provided by  
14 Section 5.9 of the Breckenridge Town Charter.  
15

16 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
17 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2018. A Public Hearing shall be held at the  
18 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
19 \_\_\_\_\_, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
20 Town.  
21

22 TOWN OF BRECKENRIDGE, a Colorado  
23 municipal corporation  
24  
25

26  
27 By: \_\_\_\_\_  
28 Eric S. Mamula, Mayor  
29

30 ATTEST:  
31  
32  
33

34 \_\_\_\_\_  
35 Helen Cospolich, CMC,  
36 Town Clerk  
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# Memo



To: Breckenridge Town Council Members  
From: Jim Baird, Police Chief  
Date: 9/6/2018  
Subject: Electrical Personal Assistive Mobility Device Ordinance

---

The attached ordinance, if passed by council, would amend the model traffic code to largely prohibit the use of an Electrical Personal Assistive Mobility Device (EPAMD) within the Town. As defined in Colorado State Statute 42-1-102 an EPAMD means a “self-balancing, nontandem two-wheeled device, designed to transport only one person, that is powered solely by an electric propulsion system producing an average power output of no more than seven hundred fifty watts”. An example of an EPAMD would be a Segway.

The proposed change addresses areas where the use of such a device would pose an unreasonable safety risk due to the potential pedestrian, bicycle and motor vehicle conflict associated with their use.

The current language in the model traffic code allows for the use of EPAMD’s with some restrictions provided the user conforms with vehicle use regulations. This change will **not** prohibit the use of such a device by persons with a mobility related disability.

It is staff’s recommendation that council approve the ordinance. Tim Berry and I will be present at the work session on Tuesday, September 11<sup>th</sup> to answer any questions.

1 ***FOR WORKSESSION/FIRST READING – SEPT. 11***

2  
3 Additions To The Current Breckenridge Model Traffic Code Are  
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_\_

7  
8 Series 2018

9  
10 AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2010  
11 EDITION, CONCERNING ELECTRICAL PERSONAL ASSISTIVE MOBILITY DEVICES

12  
13 WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes local authorities to adopt by  
14 reference a model traffic code embodying the rules of the road and vehicle requirements set forth  
15 in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in  
16 Section 42-4-111, C.R.S.; and

17  
18 WHEREAS, the Town of Breckenridge has adopted (and amended) the Model Traffic  
19 Code For Colorado, 2010 edition, as the Traffic Code for the Town; and

20  
21 WHEREAS, Section 42-4-111(1)(cc), C.R.S., provides that, subject to the notice  
22 requirements of Section 42-4-111(2), C.R.S., nothing in Article 4 of Title 42, C.R.S. (the State of  
23 Colorado’s traffic code) prevents local authorities, with respect to streets and highways under  
24 their jurisdiction and within the reasonable exercise of the police power from “. . . prohibiting,  
25 . . . the use of an electrical personal assistive mobility device (“EPAMD”) on a roadway,  
26 sidewalk, bike path, or pedestrian path . . .”; and

27  
28 WHEREAS, Section 42-4-117(2), C.R.S., provides that a local authority may prohibit  
29 EPAMDs from being operated on a roadway; and

30  
31 WHEREAS, Section 117 of the Model Traffic Code For Colorado, 2010 edition, as  
32 adopted by the Town, is substantively identical to Section 42-4-117(2), C.R.S; and

33  
34 WHEREAS, the term “roadway” is defined in both Section 42-1-102(85), C.R.S., and the  
35 Model Traffic Code For Colorado, 2010 edition, as adopted by the Town, as “that portion of a  
36 highway improved, designed, or ordinarily used for vehicular travel” *exclusive of* (among other  
37 locations) “the sidewalk” and “that portion of a highway designated for exclusive use as a  
38 bicycle path or reserved for the exclusive use of bicycles, human-powered vehicles, or  
39 pedestrians (emphasis added); and

40  
41 WHEREAS, the foregoing provisions of state law and the Model Traffic Code For  
42 Colorado, 2010 edition, as adopted by the Town, authorize the Town to prohibit EPAMDs from  
43 being operated on the roadways, sidewalks, bike paths, and bike lanes within the streets of the  
44 Town; and

1 WHEREAS, the Town Council finds, determines, and declares that the Model Traffic  
2 Code For Colorado, 2010 edition, as previously adopted (and amended) by the Town should be  
3 further amended as set forth in this ordinance.

4  
5 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
6 BRECKENRIDGE, COLORADO:

7  
8 Section 1. Section 7-1-2 of the Breckenridge Town Code is amended to include  
9 the following amendment to Section 117 of the Model Traffic Code For Colorado, 2010  
10 edition:

11  
12 117. Personal mobility devices.

13  
14 ~~(1) A rider of an EPAMD shall have all the same rights and duties as an operator~~  
15 ~~of any other vehicle under this article,~~  
16 ~~except as to those provisions that by their nature have no application.~~

17 ~~(2) Unless prohibited under section 42-4-111(1)(cc), an EPAMD may be operated~~  
18 ~~on a roadway in conformity with~~  
19 ~~vehicle use.~~

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

21 (a) On a limited-access highway;

22 **(b) On a roadway;**

23 **(c) On a sidewalk; or**

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

27 ~~(e) At a speed of greater than twelve and one half miles per hour.~~

28 ~~(4) A person who violates this section commits a class B traffic infraction.~~

29 **(2) Notice of the prohibitions of this section shall be given as required by Section 42-**  
30 **4-111(2), C.R.S.**

31  
32 Section 2. Except as specifically amended hereby, the Breckenridge Town Code,  
33 and the various secondary codes adopted by reference therein, shall continue in full force  
34 and effect.

35  
36 Section 3. The Town Council hereby finds, determines and declares that this ordinance is  
37 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
38 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
39 thereof.

40  
41 Section 4. The Town Council hereby finds, determines and declares that it has the power  
42 to adopt this ordinance pursuant to: (i); Section 42-4-111(1)(cc), C.R.S.; (ii) Section 42-4-117,  
43 C.R.S.; (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv) Section 31-  
44 15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to home rule  
45 municipalities by Article XX of the Colorado Constitution; and (vi) the powers contained in the  
46 Breckenridge Town Charter.



# Memo

To: Breckenridge Town Council Members  
From: Shannon Smith, Town Engineer  
Date: 9/5/2018  
Subject: Public Projects Update

---

## River Park

Schedule: Construction continues on River Park. Hyder is finishing the construction of the restroom/pavilion, which is scheduled to be completed in the coming weeks. The playground equipment was installed recently, with only some minor play equipment adjustments remaining.

The concrete installation is scheduled to be completed in the next few weeks, as well as the installation of playground surfacing. Lastly, the landscaping will be completed in October, which will conclude the Phase 1 improvements and allow the park to be opened to the public.

As part of the GOCO grant, Staff is currently planning an event which would include local children helping to landscape the park. Once the details are finalized, Staff will update Council on this fun community event.



The picture above shows the roof framing being completed on the restroom/pavilion building.



The installation of the playground equipment was recently completed.

**Budget:**

Project Funding	2017	2018	2019	2020	Total
CIP Funds		1,050,000	0	245,000	1,295,000
Open Space Funds	240,000	210,000	0	105,000	555,000
GOCO Grant		350,000	0	350,000	700,000
Total Budget	240,000	1,610,000	0	700,000	2,550,000

**Kingdom Park Shade Structure**

**Schedule:** Staff has contracted with Hyder for the construction of the Kingdom Park Shade Structure. Recently, the foundations have been backfilled and the concrete slab has been placed. The roof is scheduled to be installed this week and the shade structure will be completed and opened in the next two weeks. Construction activity is expected to have minimal impacts to users of the skate park, playground, or the turf field.



Concrete foundations, steel columns, and the concrete slab were recently completed on the shade structure, which is located at the southwest corner of the turf field.

**Budget:**

Project Funding	2018
CIP Funds	78,000
Fundraising Donations	10,000
Total Budget	88,000



## Ski Hill Wall

Schedule: Construction of the Ski Hill Wall Project began on September 4<sup>th</sup>. The contractor, Columbine Hills Concrete, has installed barrier, traffic control, and begun demolition work. Currently, traffic is being reduced to single-lane traffic through the work zone, which will continue until Project completion in late October. Temporary traffic lights will be used for the majority of construction to control traffic.

The project includes the demolition of the lower stone retaining wall along Ski Hill Road, and its replacement with a concrete retaining wall. Work will also include the removal and replacement of the sidewalk and handrail above the retaining wall. Open Space will perform work on the adjacent trail during September as well.



Concrete barrier and traffic lights were installed to control single-lane traffic through the work zone. Single-lane traffic is necessary to provide construction access to the wall and a pedestrian route through the work zone



The concrete sidewalk shown above and the retaining wall below the sidewalk will be removed and replaced. The larger stone retaining wall in the left side of the picture will remain.

## Budget:

Project Funding	2018	Total
CIP Budget	500,000	500,000
2018 Supplemental Appropriation	325,000	325,000
Total Budget		825,000

## Indoor Ice Rink Lights

Schedule: As detailed in the 2018 CIP as a 100% Renewable Energy Project, the lighting in the indoor ice sheet at the Stephen C. West Ice arena was upgraded with LED lights this summer. The goals of the project were to increase the visibility on the ice sheet for all forms of skating, improve energy efficiency, enhance the bleacher viewing experience, and better showcase the Stephen C. West Ice Arena facility. Utilizing local contractor F.D. Taylor Electrical Construction, the lights were replaced in July, prompting positive reviews from the public. The average on-ice lighting measurements improved from 24 foot candles to 65 foot candles, and the lighting is visibly more consistent, eliminating the previous dark spots. Energy efficiencies will be realized over time and the viewing experience will also become more apparent as the hockey leagues, tournaments and figure skating events come into season. The remarkable lighting improvements certainly highlights the Stephen C. West Ice Arena as an outstanding community recreational asset and this 2018 CIP project is now complete.



### Budget:

Project Funding	2018	Total
CIP Budget	150,000	150,000
Total Budget		150,000



## **Broken Lance Transit Shelter**

Schedule: Staff has contracted with Hyder for the construction of a new transit shelter at Broken Lance (just south of Columbine Road). The concrete foundation was recently constructed. The transit shelter is being framed off site, and will be delivered to the site and installed in the next two weeks. The transit shelter design will match the other transit shelters constructed in the last year.



A concrete slab was recently constructed in preparation for the installation of the transit shelter.

### **CIP projects with no updates:**

Sawmill Culvert Repair (updated 7-24-18)  
Broadband (updated 7-10-18)  
Ski Hill Wall by Alpine Metro District (updated 7-24-18)  
Ball Field LED Lights  
Blue River Habitat and Landscaping (updated 11-28-17)  
Pool Area Lights and Window Replacement (updated 9-26-17)  
Outdoor Ice Rink Bleacher Heating (updated 4-25-17)



DATE: September 4, 2018

TO: Breckenridge Town Council

CC: Rick Holman, Shannon Haynes, James Phelps, Mark Johnston, Jennifer Pullen

FROM: Free Ride

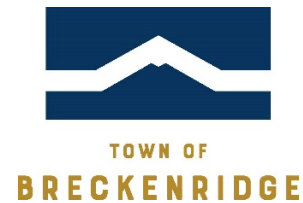
RE: Free Ride Ridership Numbers – August 2018

August ridership is up 23.1% over last August with 81,120 compared to 65,915 in 2017. Year to date is up 8.0% compared to 2017. Trolley numbers are up over 2017 mainly due to the addition of a second Trolley route.

Gray route is outperforming the former Yellow and Brown routes by 10.6% for the month of August.

For Spartan Race weekend, we ran 6 extra parking lot shuttles with the help of the Ski Area and Summit Stage, moving a total of 11,001 passengers!

	2017		2018		Month		YTD	
	Aug Mthly	Aug YTD	Aug Mthly	Aug YTD	#'s	%	#'s	%
<b>Black</b>	2,365	32,185	2,977	32,670	612	25.9%	485	1.5%
<b>Brown</b>	6,810	172,459	17,105	231,652	10,295	151.2%	59,193	34.3%
<b>Trolley</b>	7,873	47,536	15,792	77,561	7,919	100.6%	30,025	63.2%
<b>Purple</b>	9,032	101,103	11,796	104,306	2,764	30.6%	3,203	3.2%
<b>Yellow</b>	28,943	367,670	22,449	330,441	-6,494	-22.4%	-37,229	-10.1%
<b>Shuttle Lots</b>	0	3,685	0	6,239	0		2,554	69.3%
<b>Special Event</b>	10,892	16,374	11,001	17,573	109	1.0%	1,199	7.3%
<b>Gray</b>	35,753		39,554	139,940	3,801	10.6%	139,940	
<b>TOTAL</b>	65,915	741,012	81,120	800,442	15,205	23.1%	59,430	8.0%



# Memo

To: Breckenridge Town Council Members  
From: Rick Holman, Town Manager  
Date: 9/6/2018  
Subject: Committee Reports

---

**SUMMIT STAGE ADVISORY BOARD****August 29, 2018****James Phelps**

---

**Ridership Summary July 2018**

- Total July 2018 fixed-route ridership was 133,781, a 1.5% decrease from July 2017 fixed-route ridership of 135,815.
- Ridership on the Lake County Commuter Route for July 2018 was 2,838 – an increase of 36.0% from July 2017 ridership of 2,086.
- July 2018 ridership on the Blue River Commuter Route was 740, an increase of 23.3% from July 2017 ridership of 600.
  - Speculation on commuter route increases due to transit dependent workforce moving out of Summit County.
- July 2018 paratransit ridership was 673 trips, compared to 642 trips in July 2017, an increase of 4.8%.

**Summary of Operating Costs July 2018**

- Operating expenses for July 2018 were \$912,881 compared to \$1,371,131 in July 2017.
- Total maintenance costs in July 2018 were \$46,064 compared to \$91,552 in July 2017.
  - New buses have helped reduce maintenance costs
- July 2018 fuel costs were \$55,032 compared with \$51,166 in July 2017.

**Summit County Mass Transit Sales Tax Receipts June 2018**

- June 2018 Mass Transit Sales Tax collections numbers were not available at this meeting.

**Other Matters**

- Grants
  - Summit County received 1.2 million from the NoLo grant and will move forward with the purchase of electric buses.
  - Summit Stage will attend the BOCC in September to discuss electric buses.
- Transit Master Plan
  - SOW is ready for CDOT review
  - RFP to go out in September
  - Summit Stage and TOB will coordinate efforts during this project
- Double Map Update
  - Improvements have been made with their AVA (stop annunciator) and Double Map has been responsive, next issue is to work on the APC (passenger counting), two recent software updates have helped with issues.
- Staffing looks good going into winter. They only need around 4 or 5 more drivers.

- IMTPR Meetings – everyone is encouraged to represent their Town at these meetings to review transit related projects – next meeting 10/19 in Eagle.

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<b>POLICE ADVISORY COMMITTEE</b>	<b>September 5, 2018</b>	<b>Chief Baird</b>
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**2018 Community Representatives in attendance: Dave Askland, Carrie Balma, Max Bonenberger, Dick Carlton, Jeff Chabot, Phil Gallagher, Javier Gaspar-Gutierrez, Jason Smith, and Hal Vatcher.**

Chief of Police Jim Baird and PAC members discussed the following:

- **Staffing Updates:** Chief Baird advised the group of an opening in Patrol due to one officer accepting a position in the front range, and another officer separating from the agency. We have a hiring process open seeking a sworn, experienced officer. The process will continue through September 16<sup>th</sup>. The Chief introduced our newest officer Madison Boehm who the department sponsored through the academy. Officer Boehm graduated top of his class in academics, arrest control and driving. Chief Baird advised the group one of his long term goals is to improve retention within the department.
  
- **Organizational Chart:** Chief Baird explained the overall function of the agency and who does what. Sgt. Lyn Herford and Parking Technology Specialist Matthew Collver gave brief overviews of what their respective positions are responsible for. Collver also gave a brief overview of the parking report he presented to Council and he explained the increase in rates on some areas of Main Street in hours three and four of a guest’s stay to encourage turnover. Dick Carlton also advised Council has directed Interstate Parking to increase presence and enforcement on Main St.
  
- **General Comments:** One PAC member expressed concern over the lack of housing for employees, stating the Town needs to do more to provide rental units as opposed to “affordable” units for purchase. Another member discussed results of a recent speed study completed in his neighborhood.

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<b>BRECKENRIDGE EVENTS COMMITTEE</b>	<b>September 5, 2018</b>	<b>Shannon Haynes</b>
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**Attending:** Dick Carleton, Erin Gigliello, Shannon Haynes, Sandy Metzger, Lea Dreux, Chase Banachowski, Chelsea Roth, Katie L’Estrange, Dave Feller, Mike Messeroff, Ken Miller, Mike McCormack, Bill Wishowski, Suzanne Lifgren, Tessa Breder, Sarah Wetmore

**I) Dick Carleton called the meeting to order at 9am.**

- a) No comments on the August 1<sup>st</sup>, 2018 meeting minutes.

**II) Events Review**

- a) BIFA (Aug 10<sup>th</sup>- 19<sup>th</sup>)
  - Successful event. Received strong media coverage on Isak Heartstone exhibition (Troll).
    - Discussion around a multi-year vision for the installation. High alpine climate speaks uniquely to potential longevity of the Troll. Safety and aesthetics are also considerations as to whether piece has multi-year capabilities.
  - Town Council would like to be involved in discussion around pieces that may have longevity.
  - BCA working with Open Space and Trails around mitigating impacts of a longer-term installation.
    - Significantly promoting alternative routes to Troll outside of Wellington Trail and looking at putting additional way finding signage in place.
    - *Welcome Center’s notes on impacts of BIFA programming will be provided for review at BCA Board meeting. – Suzanne Lifgren.*
  - Discussion around what consideration was taken in regards to audience profile in relation to location.
    - Placement was in line with BCA vision of not having redundant programing. Town Core was activation focus in prior years.
  
- b) Breck Epic
  - Dates Discussion: BEC reviewed Epic dates proposed by McCormack going forward.
    - Ideally, McCormack would like to solidify dates three years out. Targeting 3<sup>rd</sup> week of August.
  - Continued challenges around Epic and Spartan operating out of same space. Epic is looking at alternative locations.
    - Ice Rink is under consideration as well as Riverwalk Parking lot. Would like to focus more starts downtown. Operationally compact; load in 18hrs prior to start, and packed up afternoon after final race.

- The resort would like to push Spartan back to the weekend before Labor Day. Epic dates work as proposed if Spartan moves to last weekend of August.
    - *BEC voted in 8.1.18 meeting, and overall is in agreement to recommend the Breck Epic Dates as proposed by McCormack to Council.*
    - *Bigger recap on 2018 Epic for TC and BEC still to come.*
  - USA Cycling approached Epic about producing a UCI event in 2019. Would increase prestige of the race and bring exposure to a European Market. McCormack has prior experience producing UCI events.
    - Would enable Breckenridge to apply for a UCI Bike City designation. Typically for road biking, though nothing in rules that says it cannot be for mountain biking. Criteria; committed to cycling and providing cycling alternatives, and committed to UCI.
    - PR impact of applying is enormous. Would be only designated UCI Mtn. Biking Community in world.
- c) Spartan
- BSR is still evaluating the operational impacts of event internally, though overall happy with this year's execution
  - Spartan has changed length of Ultra to 30+ mile event – challenge with getting that millage on resort. Concern for race producers– may impede hosting event. Approx. 4000 people participated in Ultra Beast.
  - Conversation at a higher level around continuing to providing bus transportation.

### III) Events Upcoming

- a) Oktoberfest
- Seeing very strong stein pre-sales.
  - Continued conversation around sustainable practices and use of cups.
    - Considerations include customer service, speed of service, stein breakage, and health risk.
- b) ISSC – *Standing Item*
- Received 22 applications. Meeting next Wednesday to select 16 teams for competition.
- c) Dew Tour 2019 – *Standing Item*
- Site visit later in September. BSR is pitching a new venue & site plan proposal to enhance the guest experience through integrated course design.
  - Side Note: BSR is currently vetting proposals for two potential early season activations focused around music & culture.
    - Targeting opening weekend, Nov. 10th, and possibly Dec 1<sup>st</sup> or weekend before Thanksgiving.
    - Goal would be for 3000-5000 additional guests with no significant impact to Town resources.
    - *Chase will keep BCA in the loop if there are significant developments before next meeting.*
- d) Breck Pride 2019 – *Standing Item*
- RFP is with BSR for review. At this time no announcements.

### IV) General Updates and Discussions

- a) Review 4<sup>th</sup> of July Parade Rules – *Sandy*
- BTO has reached out to other parade producers for Best Practices and is considering hiring additional security guards to help mitigate gaps in parade flow for next year.
  - Main challenge remains lack of consensus in community.
  - Suggestion of taking a softer approach in messaging around limiting redundancy in parade entries, particularly as it pertains to car club vehicles.
- b) Blue River Plaza Vendor Discussion
- Shannon is drafting a document around best practices – will be reviewed by Town Attorney before distribution to staff for use at WC.
    - Limited in what we can tell people they are not allowed to do in a public space – bound by First Amendment Free Speech Rights.
  - Events Committee Advisory Status – *Follow up Positions vs. Organizations*
    - *Keep as Agenda item for next meeting.*
  - BEC Chairperson Appointment
    - The Nomination Subcommittee held interviews with four candidates and ultimately presented the recommendation of Todd Rankin to Town Council.
    - Todd Rankin will take over as BEC Chair next meeting.

### V) Task Force Updates

- a) Emergency Action Plan Task Force
- Fillable form is almost ready for use.
- b) Sustainable Event Task Force



- Add Jessie Burley update on Sustainable Event Task Force to BEC agenda quarterly.

**VI) SEPA Review - Lea Dreux**

- a) Committee reviewed recent and upcoming events as presented in packet.
- b) Breck Insider Halloween Pub Crawl is confirmed for Saturday Oct. 27<sup>th</sup>.

**VII) Review Agenda Items for next BEC Meeting Oct. 3<sup>h</sup>, 2018.**

- a) Events - Review
  - Oktoberfest
  - Wine Classic
  - Film Fest
- b) Events Upcoming
  - BSR Update on Mystery Events - Chase
  - BSR Update on New Events - Chase
  - Breck Epic – Dates
  - Breck Pride 2019 -Standing Agenda Item
  - Dew Tour 2018 -Standing Agenda Item
  - Spartan - Standing Agenda Item
  - ISSC – Standing Agenda Item
  - HOG – Standing Agenda Item
  - BEC Advisory BOD – Shannon

<b>Committees*</b>	<b>Representative</b>	<b>Report Status</b>
CAST	Mayor Mamula/ Erin Gigliello	No Meeting/Report
CDOT	Rick Holman	No Meeting/Report
CML	Rick Holman	No Meeting/Report
I-70 Coalition	Rick Holman	No Meeting/Report
Mayors, Managers & Commissioners	Mayor Mamula/ Rick Holman	No Meeting/Report
Liquor and Marijuana Licensing Authority	Helen Cospolich	No Meeting/Report
Summit Stage Advisory Board	James Phelps	Included
Police Advisory Committee	Chief Jim Baird	Included
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Jenise Jensen/Scott Reid	No Meeting/Report
Workforce Housing Committee	Laurie Best	No Meeting/Report
Child Care Advisory Committee	Jennifer McAtamney	<i>Included as a separate agenda item</i>
Breckenridge Events Committee	Shannon Haynes	Included
Transit Advisory Committee	Shannon Haynes	No Meeting/Report
Water Task Force	Gary Gallagher	No Meeting/Report
Communications	Haley Littleton	No Meeting/Report

**Note:** Reports provided by the Mayor and Council Members are listed in the Council agenda.



## **Agenda**

### **Town Council Meeting**

**September 11, 2018**

- I. BHA Updates**
  - a. Introductions**
  - b. Sawmill Engine**
  - c. Reiling Dredge**
  
- II. 2019 Proposed CIP Highlights**
  - a. Welcome Center Master Plan**
    - **Modern Breckenridge**
    - **Time is a River**
  
- III. Q & A**

**Breckenridge Heritage Alliance  
Five Year CIP Plan, 2019-2023**

Project	Description	2018	2019	2020	2021	2022	2023
<b>Reiling Dredge Stabilization &amp; Interpretation</b>	2018 stabilization includes repairs, bracing and re-erecting portions of the ladder well framing to preserve the standing features of the dredge. 100% funding already committed (in 2017): \$87,500 from BOSAC; \$87,500 from ToB Council; \$30,000 from OSAC; \$163,275 from the State Historical Fund. Total project cost: approximately \$363,000. Reiling Dredge put on Endangered Places list in 2015. 2020 placeholder refers to additional on-site interpretation.			20,000			
<b>Eberlein House Rehabilitation &amp; Milne Park Building Changes</b>	Rehabilitate Eberlein House to have multiple uses, dependent on outcome from 2018 Milne Park planning study. This option includes construction of an ADA bathroom and site work (parking lot grading, etc.) Construction anticipated in 2019 (pushed back from 2018 to allow for Milne Park master plan). Total projected cost is \$240,000, which is secured (\$55k from 2017 and \$185k from 2018). 2020/2021 funds are placeholder amounts that acknowledge updates/changes to the other two buildings (Briggle & Milne) based on the planning study. All three buildings are underused; changes may result in new exhibits and/or new uses for the building interiors.	185,000		50,000	50,000		
<b>Sallie Barber Mine Stabilization</b>	Stabilize head frame to prevent eventual collapse and shore up ore bin. Replace missing sheave wheel at top of headframe. This is one of the most popular hike/ski to mine sites in the Breckenridge area and easy to access via Sallie Barber Road. Potential funding partnership with OSAC/the County. This project is projected to happen in 2019 depending on County approval process and funding.	50,000					
<b>Mine Sites Inventory - Phase Three</b>	84 mine sites inventoried as part of phases one and two. Approximately 60 additional mine sites in the Breckenridge area need to be inventoried and surveyed. Project funds are in place; inventories to be completed in 2018/2019.	20,000					
<b>Jessie Mill</b>	To date, the Town has contributed \$78,000 toward stabilizing the Jessie Mill (additional \$7,500 from the County) for a total of \$85,500 spent between 2013 and 2017. 2018 funds refer to planning and engineering. 2021 funds refer to the construction of a roof structure to prevent ongoing deterioration caused by snow and ice build up. Potential funding partnership with the County. This is the best example we have of a stamp mill. The Jessie is located in a popular, easily-accessed area on Gold Run Road.	15,000			200,000		
<b>Breckenridge Archives &amp; Museum Collections Storage</b>	BHA archives built from the ground up 2015-now. Full-time archivist/collections manager started in 2017. 2018 funds dedicated to archives photograph digitization, web site site development, oral history transcription/digitization and additional storage solutions in archives facility. Near term plans (2019) refer to paid consultant to inventory map collection (more than 1,000 maps); and map digitization (2020). Long-range plans (2023) call for a new collections storage facility to house both archival as well as museum objects (non-paper based items) in a climate-controlled environment with proper work/processing space and a research room. One option may be to convert an existing BHA building into a collections facility.	35,000	25,000	10,000			TBD
<b>Modern Breckenridge</b>	2018 funds dedicated to interpretive plan focused on Breckenridge from the 1950s to today. 2019/2020 funds refer to 1) Welcome Center upstairs remodel with exhibits dedicated to Modern Breckenridge, including ski history, town culture/development, open space/restoration, etc., and 2) developing short videos and digital presentations based on oral history interviews and archival video.	25,000	100,000	275,000			
<b>Welcome Center</b>	Complete Time is a River display and theater upgrades, recommendations from the Welcome Center Master Plan. 1) Time is a River - The history of Breckenridge will be displayed through a multi-touch interactive wall display, which will replace some of the interpretive panels in the Welcome Center that have been in place since 2006. 2) Theater upgrades - Upgrade theater to include a user-driven menu, new HD video screen and media player, nicer seating.		275,000				
<b>Virtual Self-Guided Tour</b>	Develop technology-based, self-guided walking tour of town to provide in-depth interpretation and visual content. A "then and now" concept would allow users to stop at a site, view it in modern reality while looking at a historic photo or video of the same site on their mobile device, or hearing an oral history voiceover from a long-time local. This project has the potential to engage younger audiences and those averse to formal tour settings.		40,000				



**Breckenridge Heritage Alliance  
Five Year CIP Plan, 2019-2023**

Project	Description	2018	2019	2020	2021	2022	2023
<b>Museum Acquisitions/Displays/Collections Care</b>	Funds to go toward artifact and archival acquisitions, new exhibits and significant projects related to collections care. In 2018 funds are designated for: the Lee Lucas 1970s-90s video collection (shipping and digitization); updated lighting in museums (LED); UV filters for house museum windows.	20,000	20,000	20,000	20,000	20,000	20,000
<b>Interpretive Signs</b>	Three phases completed in 2010, 2014 and 2016 with interpretive signs installed in French Gulch, on other town/county trails as well as in-town locations. Annual \$5k to go toward sign replacement and new interpretive signs.	5,000	5,000	5,000	5,000	5,000	5,000
<b>Outdoor Artifact Displays</b>	Install large artifacts (i.e. mining equipment) for display at selected outdoor locations in town. Sheave display installed at Prospector Park in 2015. 2019 refers to possible artifact installations along pedestrian corridors identified in the parking/transit study. Interpretive plaques will accompany displays.		15,000		15,000		15,000
<b>Valley Brook Cemetery Monument Repair</b>	All damaged monuments from 1997 "blowdown" event have been repaired; more than 160 monuments treated. Ongoing cemetery maintenance will appear in BHA's operating budget. A larger scale restoration (projected 2022) is needed in the Robinson/Kokomo sections of the cemetery, including replacement of missing markers, re-aligning markers, re-grading.					30,000	
<b>Wellington/X10U8 Ore Bin Stabilization</b>	New roof and siding installed in 2016 at a cost of \$117,000 to the Town (Summit County contributed an additional \$28,000). Future funding (2020) refers to ongoing maintenance.			10,000			
<b>High Line Railroad Park</b>	2022 placeholder for future exhibit improvements to existing displays, additional animation. Other potential infrastructure needs, such as restrooms, are not included here.					100,000	
<b>Breckenridge Sawmill Museum</b>	To date, \$210,000 in Town funding has been dedicated to the Sawmill Museum. In 2018, BHA will complete the interior exhibits and the steam engine display. Long-range plans may include additional exhibit/interior museum space to house a larger exhibit (i.e. specialized woodworking, blacksmithing).						175,000
<b>Breckenridge Historic District</b>	Additional building plaques, street sign topper replacement, and other ideas for historic district marketing.			10,000			
<b>Lincoln City stabilization</b>	In partnership with the US Forest Service, preserve historically-relevant buildings in Lincoln City. Historic Structure Assessment (HSA) completed in 2015 and Archaeological Assessment in 2017 with funding from History Colorado. 2020 funds refer to additional preservation and interpretation recommended in the HSA report. Future funding from History Colorado is a strong possibility. They will cover up to 75% of project costs. \$18k Lincoln carryover amount from 2013 Town funding will be applied to future preservation.				175,000		
<b>Red White &amp; Blue Fire Museum</b>	Update and develop new exhibits in the RW&B Museum. Museum is owned by the RW&B Fire Dept. Possible funding partnership and/or grant opportunities.						50,000
<b>Klack Cabin</b>	One of the oldest dwellings in Breckenridge, located on the Klack Placer. Stabilized in 2010. Consider moving building to better location for public access (2020) and restoring (2022). The State determined the cabin is no longer contributing to the National Historic District because it was turned 180 degrees in 2010, so moving the building will not impact its status.			35,000		250,000	
		\$355,000	\$480,000	\$435,000	\$465,000	\$405,000	265,000



# Memo

To: Breckenridge Town Council Members  
 From: Jennifer Pullen, Assistant Public Works Director  
 Scott Jackman, Streets and Parks Manager  
 Date: 9/5/2018  
 Subject: Carter Park - Dog Park Turf

The purpose of this memo is to provide Town Council with information and recommendations for the Carter Park Dog Park. At the July 24, 2018 meeting, Council inquired about the feasibility of a synthetic surface. Below please find the dog park background, synthetic turf information, several options for the park and the recommendations for the future of the dog park.

Dog Park Background:

The dog park portion of Carter Park was added in 2007. In 2016, the “small dog” park was installed to give smaller and older dogs a safe place to exercise. The dog park surface consists of mostly grass and a section of dirt in the middle where it is worn from regular daily use. It is fenced and the north side has established trees that provide shade to dogs and owners. The park includes a dog water fountain along with picnic tables and benches for patrons to utilize. When combined, the small and regular dog park total is 30,000 sq. ft. Currently, the Carter Park Dog Park is the only dog park within the Town of Breckenridge.

Synthetic Turf Options:

Staff researched several manufacturers for dog park synthetic turf and have the following options:

	<b>Academy Sports Turf</b>	<b>Forever Lawn, K9 Grass</b>	<b>Pro Green, Pet Turf, K9 Deluxe</b>
<b>Price</b>	\$5/sq. ft. x 30,000 = \$150,000.00	\$12/sq. ft. x 30,000 = \$355,152.00	\$6/sq. ft. x 30,000 = \$180,000
<b>Warranty</b>	8 years – expect 12 -15 with snow insulation	10 years – expect 12 -15 with snow insulation	8 years – expect 15yrs
<b>Maintenance</b>	Weekly spray down w/ enzyme product	Weekly spray down w/ enzyme product	Weekly spray down w/ enzyme product
<b>Concerns</b>	1. Heat. Turf heats up to 30-50 degrees above air temperature. Not ideal for sunny areas. 2. Overall aesthetics of turf 3. Keeping up with sanitation	1. Did not have a heat index but K9 grass is cooler than other synthetic turf options. 2. Overall aesthetics of turf 3. Keeping up with sanitation	1. Heat. Recommend spray down on hot days prior to dog use. 2. Overall aesthetics of turf 3. Keeping up with sanitation

### Maintenance Costs:

The current dog park maintenance annual costs are approximately **\$5,890.00** for the following; trash collection, mutt-mitts, gate maintenance, cutting grass, tree trimming, and snow removal at gates. If the grass was replaced with a synthetic turf, the annual maintenance costs would be approximately **\$22,120.00**. In addition to the maintenance listed above (minus cutting grass), daily inspections of the turf and weekly enzyme treatments would be needed in the summer months. The enzyme treatment product is **\$11,000** of the increased cost.

### Dog Park Conditions:

There are challenges with the current conditions such as; keeping consistent grass coverage due to the short growing season and year round dog park use. In addition, there is excess moisture due to weather and spring thaw. In 2016, staff built a berm next to the dog park, which has helped to alleviate drainage issues from the adjacent sledding hill. PW does perform routine maintenance but there has been minimal surface improvements to the dog park. The compacted dirt area is nutrient poor due to overuse and has not been re-sodded or fertilized in recent years. Staff believes that the grass to dirt ratio can be improved over current conditions with soil amendments and maintenance practices.

### Options

Staff would like to present the following options for the Carter Park Dog Park:

1. Replace some or all of the current grass with synthetic turf.
2. Keep current conditions.
3. Improve current conditions.

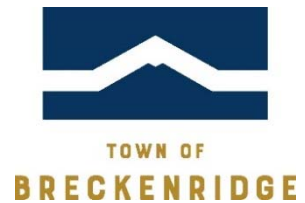
### Recommendations:

After researching synthetic turf, staff does not recommend Option 1, based on potential concern areas and maintenance increases.

Staff recommends Option 3 - Improve current conditions. Option 3 includes consulting with a turf expert to provide feedback on maintenance and irrigation schedules, regular analysis of soil samples from the state to receive recommendations on treatment and fertilizer options and re-sod and "rest" grass section/s as necessary to maintain natural surface. Approximate costs of first phase improvements would be **\$10,000**.

Even with improvements, the one dog park in Town will continue to present upkeep challenges, due to observed increase of dog use. In future, as housing areas are developed, a second dog park location could alleviate and distribute the impacts of just one dog park location.

Staff is seeking Town Council feedback and will be available for questions.



Memo

To: Town Council  
From: Jeremy Lott, AICP, Planner II  
Date: September 11, 2018  
Subject: Work Session: McCain Master Plan Update  
(Address: 12965, 13215, 13217, 13221, 13250 Colorado State Highway 9)

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In early 2018, the Town initiated conversations with the Summit School District regarding the McCain and Block 11 sites. The school district has agreed to a land exchange, which has resulted in needing to revise the McCain Master Plan. The School District is requiring land entitlements prior to taking possession, which should happen early in 2019. To address this, staff has worked with Norris Design to revise the master plan layout. Current uses proposed include the water treatment plant (under construction), service commercial, workforce housing, solar field (existing), open space (existing), snow storage, public school, and a Public Works storage area.

At this work session, staff is seeking any Council questions or comments about the proposed master plan revisions. Staff anticipates having a public open house and a work session with the Planning Commission in addition to the Town Project public hearings.

### **History**

With the Town's annexation of the McCain parcel in 2003, the property was incorporated into Land Use District 43, which allows for existing residential and service commercial, recreational, open space, governmental land uses, affordable housing, and mining.

In 2013, the McCain Master Plan was adopted by the Town Council through the Town Project process. The Plan provided general guidance regarding the types of uses that would be allowed within the 128 acre McCain site. The McCain Master Plan identified two tracts for the property. A number of governmental uses were allowed on the larger 90 acre tract and the smaller 38 acre tract was limited to open space and trail uses. McCain was seen as the future location for a number of governmental uses that are currently located closer to the Town core, many on Block 11 (e.g., overflow skier parking, snow storage). As the plan for Block 11 continues to be built out, affordable housing units will continue to displace these uses. In addition, it was recognized that McCain provided the best location for other uses such as a second water treatment plant and solar gardens.

In 2015, the Town Council identified additional uses for the property (affordable housing and service commercial), which were approved with the 2015 Master Plan Update which serves as the current master plan. Subsequently, construction on the second water treatment plant has started at the entry of the property as well as a river restoration project completed.

### **Changes from 2015 McCain Master Plan**

School Parcel – There is an existing lot north of Upper Blue Elementary that the ski area leases for winter skier parking. The Town is in the process of exchanging for this lot for a parcel within the McCain Master Plan area that would be big enough to accommodate an elementary school. The new McCain Master Plan shows 10 acres of land for the school district.

Parking – The Town has an existing agreement with the ski area to provide 500 skier parking spaces in Town. When the 2015 Master Plan was adopted, the intent was to have this overflow parking on the southern end of the McCain property, adjacent to Coyne Valley Road. Currently, this overflow parking is on Block 11 but as the property develops, the current parking is being reduced in size. The main purpose of the land swap with the School District is to use the School District owned parcel on Block 11 for the 500 skier parking spaces required by the existing agreement. The School District lot is encumbered by several easements that make building any future school expansion very difficult, rendering that lot ideal for a surface parking use. Due to the land swap, the skier parking has been removed from the McCain Master Plan as it is no longer needed.

Snow Storage – The current McCain Master Plan has three snow storage areas that total 11.6 acres of land. This has been combined and relocated to be closer to the Fairview Roundabout at Highway 9 for easier access. The total new area is 10 acres.

Solar Garden – There is an existing solar field on the property. The currently approved plan shows an expansion area but this has been removed from the new plans.

Open Space – Open space funds contributed to approximately one-third (1/3) of the cost of purchasing this property, therefore, at least one-third (1/3) of the land area must remain as open space. The existing plan has 78.5 acres of open space, which includes the Blue River corridor. A portion of the open space had been reserved for a possible future reservoir but the need for this is gone with the construction of the new water treatment plant and pump back. A portion of the open space (19.9 acres) has been re-designated for residential and 2 acres for a trailhead and river access has been provided. The total new open space area is 44.6 acres. This equals a total 34% of open space for the entire property.

Workforce Housing – The residential area on the northern portion of the property has been reduced from 10 acres to 4 acres. The adjacent Master Plan (Stan Miller) to the north of this site shows residential adjacent to the northern residential area on the Plan. The previously mentioned 19.9 acres dedicated to residential has been added to the plan for future housing needs. Land Use District 43 allows for additional density to be transferred to the site to accommodate affordable housing. Block 11 is being built at about 14 Units per Acre (UPA). If we assumed the same densities on McCain, the total number of units on the 19.9 acre site

would be about 278. The 4 acre parcel could accommodate 56 units based on 14 UPA, for a combined total of 334 dwelling units.

## **Timeline**

Staff has created a timeline for future improvements on the property. Since much of the property is within a floodplain, fill and floodplain engineering are necessary. Roadway improvements are also required. The implementation timeline is as follows:

### **New School District Parcel**

- 2019 Fill
- 2020 Fill and Grade
- 2021 Roadway (connecting to Coyne Valley Rd.) and Utilities
- 2022 Floodplain Engineering
- 2023 LOMR (Floodplain revision)

### **Housing**

- 2020 Fill
- 2021 Fill and Grade
- 2022 Floodplain Engineering
- 2023 Roadway and Utilities
- 2024 Vertical on Housing Units (TBD – based on needs)

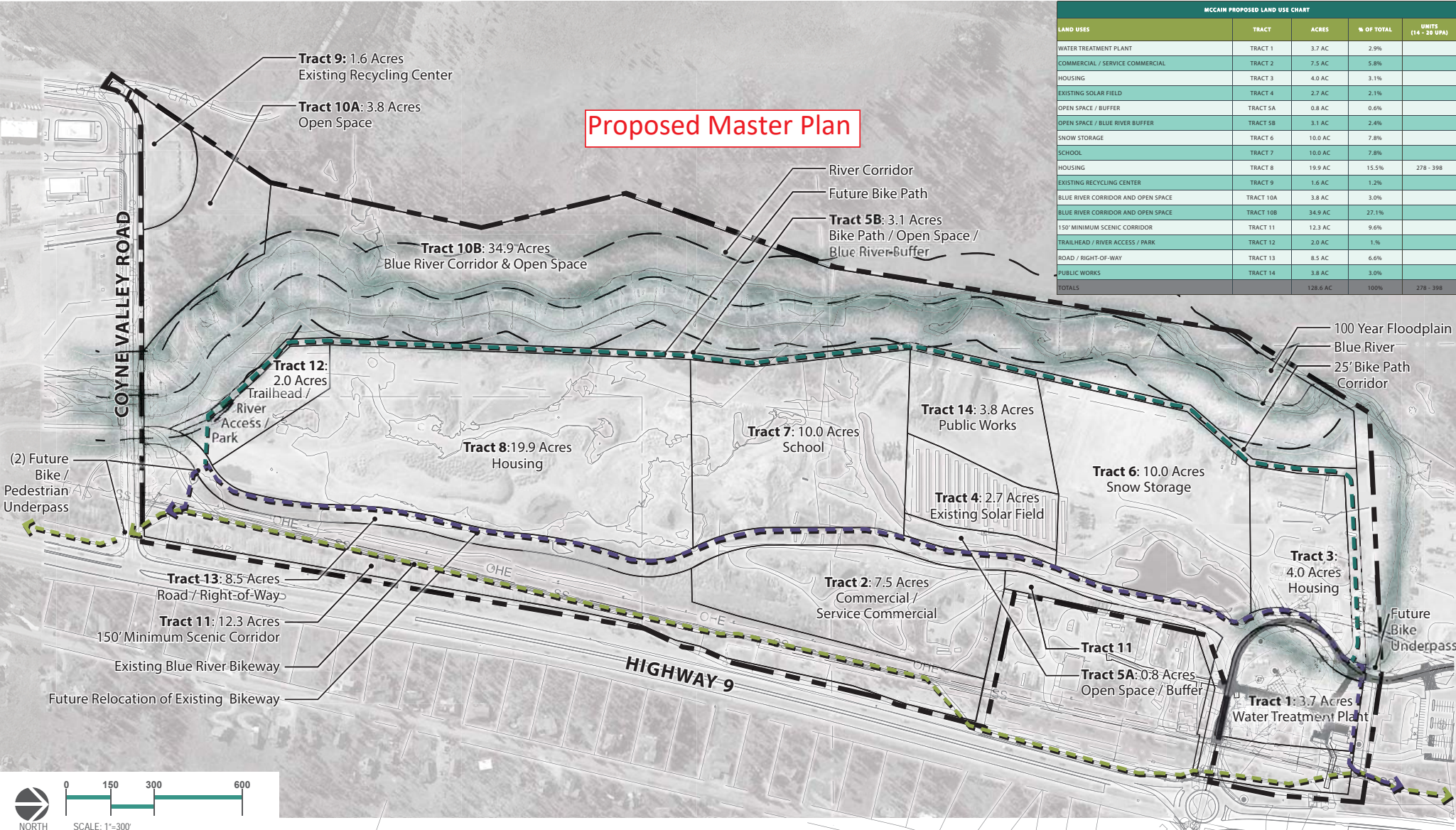
### **Blue River crossing of Coyne Valley Road**

- 2020

## **Questions or Comments**

Staff is seeking any Council questions or comments about the proposed master plan revisions before moving forward with a public open house and Town Project process. The existing and proposed plans are included in the packet.









McCain Concept Plan Chart		
Land Uses	Acres	% of Total
Overflow Parking (+/- 500 spaces)	4.8 AC	3.7
Snow Storage	11.6 AC	9.1
Service Commercial	1.6 AC	1.2
Public Works Storage	4.4 AC	3.4
Water Treatment Plant	3.8 AC	3.0
Existing Solar Field	2.7 AC	2.1
Proposed Solar Field Expansion	2.7 AC	2.1
Residential (50-100 units)	10.1 AC	7.9
Recycling Center	1.4 AC	1.1
Road Right of Way	7.0 AC	5.4
<b>Sub Total</b>	<b>50.1 AC</b>	<b>39.0</b>
Open Space Uses		
Acres	% of Total	
300' Blue River Corridor	2.7 AC	21.5
150' Highway 9 Setback	12.0 AC	9.3
Dedicated Open Space	23.4 AC	18.2
Open Space Buffers	15.4 AC	12.0
<b>Sub Total</b>	<b>78.5 AC</b>	<b>61.0</b>
<b>Site Total</b>	<b>128.6 AC</b>	<b>100.0</b>

