



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, March 28, 2023, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. 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. CALL TO ORDER, ROLL CALL

II. LIFESAVING AWARDS PRESENTATION

III. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - MARCH 14, 2023

IV. APPROVAL OF AGENDA

V. COMMUNICATIONS TO COUNCIL

A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

B. BRECKENRIDGE TOURISM OFFICE UPDATE

VI. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 11, SERIES 2023 - A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES*

VII. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2023

1. *COUNCIL BILL NO. 12, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING THE STABLES VILLAGE PROJECT AGREEMENT*

2. *COUNCIL BILL NO. 13, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING THE OPEN SPACE TRAILS & MASTER PLAN*

B. RESOLUTIONS, SERIES 2023

C. OTHER

VIII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC (Mayor/Town Manager)

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (Bergeron)

C. BRECKENRIDGE TOURISM OFFICE (Carleton)

D. BRECKENRIDGE HISTORY (Saade)

E. BRECKENRIDGE CREATIVE ARTS (Rankin)

F. BRECKENRIDGE EVENTS COMMITTEE (Owens)

G. CHILD CARE ADVISORY COMMITTEE (Beckerman)

H. WORKFORCE HOUSING COMMITTEE (Carleton/Rankin)

I. SOCIAL EQUITY ADVISORY COMMISSION (Saade)

XI. OTHER MATTERS

XII. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XIII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 14, 2023, to order at 7:00pm. The following members answered roll call: Todd Rankin, Carol Saade, Dick Carleton, Jay Beckerman, Jeffrey Bergeron, Kelly Owens and Mayor Eric Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – FEBRUARY 28, 2023

With no changes or corrections to the meeting minutes of February 28, 2023, Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Deputy Town Manager Shannon Haynes stated there were no changes to the agenda. Mayor Mamula declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Mamula opened Public Comment.

There were no comments and Mayor Mamula closed Public Comment.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2023 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 7, SERIES 2023 - A BILL FOR AN ORDINANCE FOR POLICY 3A PERTAINING TO DENSITY AND MAKING CONFORMING AMENDMENTS

Mayor Mamula read the title into the minutes. Chris Kulick stated there were no changes to this ordinance from first reading.

Mayor Mamula opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve COUNCIL BILL NO. 7, SERIES 2023 - A BILL FOR AN ORDINANCE FOR POLICY 3A PERTAINING TO DENSITY AND MAKING CONFORMING AMENDMENTS. Council Member Beckerman seconded the motion.

The motion passed 7-0.

2) COUNCIL BILL NO. 8, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO NONCONFORMING STRUCTURES

Mayor Mamula read the title into the minutes. Chris Kulick stated there were no changes from first reading.

Mayor Mamula opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve COUNCIL BILL NO. 8, SERIES 2023 - A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE RELATING TO NONCONFORMING STRUCTURES. Council Member Saade seconded the motion.

The motion passed 7-0.

3) COUNCIL BILL NO. 9, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC

Mayor Mamula read the title into the minutes. Chris Kulick stated there were minor changes in the development agreement from first reading, as noted in the memo in the packet, and to clean up a mistaken reference to the developer.

Council Member Carleton asked about the extension of the development agreement for another 6 months, and staff clarified that an extension would be only at Council's discretion.

Mayor Mamula opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve COUNCIL BILL NO. 9, SERIES 2023 - A BILL FOR AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GONDOLA LOT PROPERTIES LLC. Council Member Owens seconded the motion.

The motion passed 7-0.

4) **COUNCIL BILL NO. 10, SERIES 2023 - A BILL FOR AN ORDINANCE ESTABLISHING THE AUTHORITY AND USE OF THE VALLEY BROOK CEMETERY**

Mayor Mamula read the title into the minutes. Kirsten Crawford, Town Attorney, stated this is a clean-up bill for the operation of the cemetery. She further stated there are no changes to this ordinance from first reading.

Mayor Mamula opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve COUNCIL BILL NO. 10, SERIES 2023 - A BILL FOR AN ORDINANCE ESTABLISHING THE AUTHORITY AND USE OF THE VALLEY BROOK CEMETERY. Council Member Owens seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) **FIRST READING OF COUNCIL BILLS, SERIES 2023**

5) **COUNCIL BILL NO. 11, SERIES 2023 - A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES**

Mayor Mamula read the title into the minutes. Matt Hulsey, Assistant Director of Public Works, stated this ordinance is similar to the one recently brought to Council, with the most significant change to ban only plastic single use water bottles instead of all single use plastic bottles.

Mayor Mamula opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve COUNCIL BILL NO. 11, SERIES 2023 - A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES. Council Member Owens seconded the motion.

The motion passed 7-0.

B) **RESOLUTIONS, SERIES 2023**

1) **RESOLUTION NO. 9, SERIES 2023 - A RESOLUTION CHANGING THE NAME OF "BLOCK 11 APARTMENTS" TO "ULLR FLATS"**

Mayor Mamula read the title into the minutes. Laurie Best, Housing and Childcare Manager, stated this resolution would change the official name of the Block 11 Apartments to Ullr Flats.

Mayor Mamula opened the public hearing. There were no public comments and the hearing was closed.

Council Member Bergeron moved to approve RESOLUTION NO. 9, SERIES 2023 - A RESOLUTION CHANGING THE NAME OF "BLOCK 11 APARTMENTS" TO "ULLR FLATS". Council Member Carleton seconded the motion.

The motion passed 7-0.

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Kirsten Crawford, Town Attorney, reviewed the appropriate process for addressing state legislative items. She stated our main lobbyist is CML, and smaller interest groups will reach out to communicate with the Council. She further stated she would like to establish a main point of contact within the Town for these kinds of things and we'll bring a strategy to the Council so we are consistent with a single voice. She stated that with the land use bills coming up, we need to coordinate our response. Deputy Town Manager Shannon Haynes stated we will put upcoming bills in the packet. Council Member Carleton asked if he's still allowed to testify as an individual, and Attorney Crawford stated yes, and asked him to let us know if he did that.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

Mayor Mamula stated FIRC asked for additional funding from the MMC group, and the Post Office issues have become a big deal in other parts of the county.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

No update.

C. BRECKENRIDGE TOURISM OFFICE

No update.

D. BRECKENRIDGE HISTORY

Council Member Saade stated Breck History presented a year in review, which highlighted Barney Ford Day, Sallie Barber Mine and more.

E. BRECKENRIDGE CREATIVE ARTS

Council Member Rankin stated the annual BCA fundraiser is going to be in recognition of the anniversary of the Riverwalk Center.

F. BRECKENRIDGE EVENTS COMMITTEE

No update.

G. CHILD CARE ADVISORY COMMITTEE

No update.

H. WORKFORCE HOUSING COMMITTEE

Council Member Carleton stated he doesn't know if the committee is willing to commit to the idea of a lottery required for sales of homes in all deed-restricted neighborhoods. Council Member Rankin stated the group is working hard to make it a better process in the future.

I. SOCIAL EQUITY ADVISORY COMMISSION

No update.

X) OTHER MATTERS

Council Member Bergeron stated the scholarship committee reviewed the High School Scholarships and these kids are impressive and what they have done for the community is great. Owens stated she was shocked by how many kids wrote essays about overcoming depression and suicide.

Council Member Beckerman stated they went to the single use plastics roundtables and Jessie Burley did a great job providing the background of the issue we are trying to address. He further stated there is concern about pre-arrival messaging for guests because some people don't trust the water in cities and there are additional concerns about resealable water bottles for use in activities. Council Member Beckerman stated Lolo Juice does the right thing and recycles glass, but the product is primarily in plastic containers. He also stated Breckenridge Ski Resort was concerned about a health issue at altitude if plastic bottles weren't available, and there was no discussion about the other parts of the ordinance. Council Member Owens stated the Ski Resort has a sustainability coordinator who could do the research about alternative products available, and Deputy Town Manager Shannon Haynes stated we will bring this ordinance to the social equity group for their feedback at the April meeting. Mayor Mamula stated the Ball company

has a position on staff that can help communities navigate finding alternative aluminum products.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR MARCH, APRIL AND MAY

XII) ADJOURNMENT

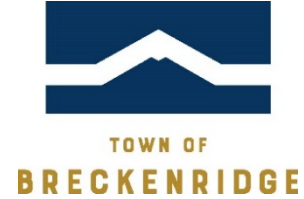
With no further business to discuss, the meeting adjourned at 7:30pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT



Memo

To: Town Council
From: Jessie Burley, Sustainability + Parking Manager
Date: 3/28/23
Subject: Second Reading – Reduction of single use plastic water bottles and recycled paper carryout bag fee

This ordinance is before Council for second reading.

The purpose of this ordinance is to comply with provisions in Colorado HB 21-1162 and to expand regulations to limit single use plastics in order to meet the material management goals adopted in the [SustainableBreck Plan](#) (2022). Specifically, the ordinance:

1. Defines “single use.”
2. Requires customers opt-in to single use plastic service ware and condiments at retail food establishments.
3. Raises the recycled carryout bag fee to 25 cents and requires carryout bags to be 100% recycled content. The first 60% of the fees collected are remitted to the Town and the remaining 40% can be kept by the store for certain uses. Businesses with remaining inventory of 40% recycled content paper bags can use them until depleted.
4. Immediately bans all single use plastic water bottles and single use plastic food serviceware in any Town facility, park, or special event permitted by the Town.
5. Establishes a ban on polystyrene containers in retail food establishments beginning January 1, 2024 and other plastic carryout containers beginning July 1, 2024.
6. Prohibits all businesses from selling single use plastic water bottles less than one (1) gallon beginning July 1, 2024.
7. Establishes penalties.

One change was made since first reading to add the rulemaking authority provision allowing Staff to continue to clarify and develop the programmatic aspects of this ordinance. Staff continues ongoing stakeholder outreach related to other plastic beverage bottles and reuse programs.

It is Staff's recommendation that Council approve this ordinance on second reading.

1
2
3

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

18

19
20
21

22
23
24
25

26
27
28

29
30
31
32

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE TO REDUCE SINGLE USE PLASTICS AND IN CONNECTION THEREWITH ESTABLISHING FINES AND PENALTIES.

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

Section 1. That title 5, chapter 12, entitled “DISPOSABLE BAG FEE” is hereby repealed and replaced in its entirety with the following language underlined to read as follows:

CHAPTER 12
REDUCTION OF SINGLE USE PLASTICS AND
RECYCLED PAPER CARRYOUT BAG FEE

5-12-1: DEFINITIONS:

As used in this Chapter, the following words shall have the following meanings. Where terms are not defined, they shall have their ordinarily accepted meanings within the context that they are used.

BUSINESS: means any commercial enterprise or establishment, including sole proprietorships, joint ventures, partnerships, corporations or any other legal entity whether for profit or not for profit. The definition of business is specifically intended to include both minor festival events and major festival events.

COMPOSTABLE PLASTIC BAG: means any bag made of a thin, flexible plastic material, including but not limited to plant based, cellulosic, polylactic (PLA), or bioplastic and may contain labeling such as compostable, degradable, biodegradable, or oxo-biodegradable.

CONDIMENT: means packaged, single-serving condiments, such as relishes, spices, sauces, confections, or seasonings, that requires no additional preparation and that is used on a food item. This includes, but is not limited to, ketchup, mustard, mayonnaise, soy sauce, salsa, syrup, jam, jelly, salt, sweeteners, pepper, or chile pepper.

1 CONTAINER: means a receptacle upon which or inside which food may be placed for
2 consumption, whether or not the receptacle can be fully closed, including but not limited to
3 hinged food containers, plates, bowls, cups, and trays.

4 CUSTOMER: means any person who makes a retail purchase from store.

5 EXPANDED POLYSTYRENE: means blown polystyrene, commonly known as styrofoam, and
6 any other expanded or extruded foam consisting of thermoplastic petrochemical materials
7 utilizing a styrene monomer and processed by techniques that may include:

8 (a) for expandable bead polystyrene, fusion of polymer spheres;
9 (b) injection molding;
10 (c) foam molding; and
11 (d) for extruded foam polystyrene, extrusion blow molding.

12 FARMERS' AND ARTISANS' MARKET: means a market at which local farmers and artisans
13 sell their products and crafts directly to consumers.

14 FOOD: means any raw, cooked, or processed edible substance, ice, beverage, or ingredient
15 used or intended for use or for sale, in whole or in part, for human consumption.

16 FOOD SERVICEWARE means all types of single-use items provided by a retail food
17 establishment or third-party delivery platform, including, but not limited to, utensils, chopsticks,
18 napkins, straws, stirrers, splash sticks, and cocktail sticks, designed for a single-use. Single-use
19 food service ware does not include lids for to-go cups.

20 PLASTIC: means a synthetic material made from linking monomers through a chemical reaction
21 to create a polymer chain that can be molded or extruded at high heat into various solid forms
22 that retain their defined shapes during their life cycle and after disposal.

23 POINT OF SALE: means a check-out stand, cash register, or other point at which a sales
24 transaction occurs in a store or retail food establishment or, for products that are ordered
25 remotely from a store or retail food establishment and delivered, the location where the products
26 are delivered.

27 POSTCONSUMER RECYCLED CONTENT: means any material that would otherwise be
28 destined for solid waste disposal, having completed its intended end use and product life cycle.

1 Postconsumer recycled material does not include materials and byproducts generated from
2 original manufacturing and fabrication process.

3 READY-TO-EAT FOOD: means food that is cooked or otherwise prepared in advance for
4 immediate consumption.

5 RECYCLED PAPER CARRYOUT BAG: means a bag that is one hundred percent recycled
6 material or other post-consumer content furnished to a customer at a store or retail food
7 establishment at the point of sale for use by the customer to transport or carry purchased items.

8 Recycled carryout bag does not include:

9 (i) a bag made of paper when the paper has a basis weight of thirty pounds or less;

10 (ii) a bag that a pharmacy provides to a customer purchasing prescription medication; (iii) a bag
11 that a customer uses inside a store to:

12 (a) package loose or bulk items, such as fruits, vegetables, nuts, grains, candy, or greeting
13 cards; nails, bolts, screws, or other small hardware items; live insects, fish, crustaceans,
14 mollusks, or other small species; and bulk seed, bulk livestock feed, or bulk pet feed;

15 (b) contain or wrap frozen foods, meat, seafood, fish, flowers, potted plants, or other items that,
16 if they were to come in contact with other items, could dampen or contaminate the other items;
17 or

18 (c) contain unwrapped prepared foods or bakery goods; or

19 (iv) a laundry, dry cleaning, or garment bag.

20 RETAIL FOOD ESTABLISHMENT: means a retail operation that stores, prepares, or packages
21 food for human consumption or serves or otherwise provides food for human consumption to
22 consumers directly or indirectly through a delivery service, whether such food is consumed on
23 or off the premises or whether there is a charge for such food. "Retail food establishment" does
24 not mean:

25 (a) Any private home;

26 (b) Private boarding houses;

27 (c) Hospital and health facility patient feeding operations licensed by the Colorado department
28 of public health and environment;

- 1 (d) Child care centers and other child care facilities licensed by the department of human
2 services;
- 3 (e) Hunting camps and other outdoor recreation locations where food is prepared in the field
4 rather than at a fixed base of operation;
- 5 (f) Food or beverage wholesale manufacturing, processing, or packaging plants, or portions
6 thereof, that are subject to regulatory controls under state or federal laws or regulations;
- 7 (g) Motor vehicles used only for the transport of food;
- 8 (h) Establishments preparing and serving only hot coffee, hot tea, instant hot beverages, and
9 nonpotentially hazardous doughnuts or pastries obtained from sources complying with all laws
10 related to food and food labeling;
- 11 (i) Establishments that handle only nonpotentially hazardous prepackaged food and operations
12 servicing only commercially prepared, prepackaged foods requiring no preparation other than the
13 heating of food within its original container or package;
- 14 (j) Farmers markets and roadside markets that offer only uncut fresh fruit and vegetables for
15 sale;
- 16 (k) Automated food merchandising enterprises that supply only prepackaged nonpotentially
17 hazardous food or drink or food or drink in bottles, cans, or cartons only, and operations that
18 dispense only chewing gum or salted nuts in their natural protective covering;
- 19 (l). The donation, preparation, sale, or service of food by a nonprofit or charitable organization in
20 conjunction with an event or celebration if such donation, preparation, sale, or service of food:
- 21 i. Does not exceed the duration of the event or celebration or a maximum of fifty-two days within
22 a calendar year; and
- 23 ii. Takes place in the county in which such nonprofit or charitable organization resides or is
24 principally located.
- 25 (m) A home, commercial, private, or public kitchen in which a person produces food products
26 sold directly to consumers pursuant to the “Colorado Cottage Foods Act”, section 25-4-1614.
- 27 REUSABLE CARRYOUT BAG: means a carryout bag that is designed and manufactured for at
28 least one hundred twenty-five uses, can carry at least twenty-two pounds over a distance of one
29 hundred seventy-five feet, has stitched handles, and is made of cloth, fiber, or other fabric or a

1 recycled material such as polyethylene terephthalate (pet). "Reusable carryout bag" does not
2 include bags made of biologically based polymers such as corn or other plant sources; except
3 that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured
4 in accordance with the above specifications.

5 SINGLE USE: means a product designed to be used once and then discarded, and not
6 designed for repeated use or sanitizing.

7 STORE: means a grocery store, supermarket, convenience store, liquor store, dry cleaner,
8 pharmacy, drug store, clothing store, or other type of retail establishment, a farmers' market,
9 roadside market or stand, festival, or other temporary vendor or event that includes temporary
10 vendors at which carryout bags are traditionally provided to customers. STORE includes a
11 small store that operates solely in Colorado, has three or fewer locations in the state, and is not
12 part of a franchise, corporation, or partnership that has physical locations outside of Colorado.

13 THIRD-PARTY DELIVERY PLATFORM means any person, website, mobile application, or
14 other internet service that offers or arranges for the sale of food and beverages prepared by,
15 and the same-day delivery or same-day pickup of food and beverages from retail food
16 establishments.

17 WATER BOTTLE means a single-use plastic container of less than one (l) gallon containing
18 drinking water.

19 5-12-2: RESTRICTIONS ON THE USE OF SINGLE-USE PLASTIC BAGS:

20 Stores are prohibited from providing customers single-use plastic carryout bags.

21 5-12-3: OPT-IN FOR FOOD SERVICEWARE AND CONDIMENTS PROVIDED BY
22 RETAIL FOOD ESTABLISHMENTS OR THIRD-PARTY DELIVERY PLATFORMS:

23 A. Retail food establishments shall not provide single-use condiments and/or single-use
24 food serviceware unless a customer requests them at the point of ordering whether online, by
25 phone, or in-person. The penalties established in section 5-12-11 below shall be applicable only
26 to retail food establishments but not individual employees.

27 B. Third-party delivery platforms shall not provide single-use condiments and/or single-use
28 food serviceware unless a customer requests them.

29 C. This section shall not apply to:

1 1. Self-service stations inside retail food establishments or special events providing
2 for single-use condiments and/or single-use food serviceware.

3 2. Prepackaged items that include single-use condiments and/or single-use food
4 serviceware.

5 3. Meals provided as part of a social service to vulnerable populations, including
6 without limitation, meals provided by school systems, homeless shelters and programs that
7 deliver meals to the elderly.

8 4. Specific accessories used by third-party delivery platforms, including cup lids,
9 spill plugs, and trays, in order to prevent spills and deliver food and beverages safely.

10 5-12-4: RECYCLED PAPER CARRYOUT BAG FEE:

11 A. A store shall collect twenty-five (\$.25) cents for each recycled paper carryout bag
12 provided to a customer at the point of sale.

13 B. A store shall provide an itemized receipt with the number of recycled paper carryout
14 bags provided to a customer per transaction.

15 C. If a store has paper carryout bags containing at least forty (40) percent postconsumer
16 recycled content remaining in their inventory on the effective date of this ordinance, a store may
17 provide the remaining inventory to customers until the inventory is gone; provided, however, the
18 store shall charge twenty-five (\$.25) cents per bag provided.

19 5-12-5: SIGNAGE:

20 Stores shall conspicuously display a sign in a location inside or outside the store that alerts
21 customers about the recycled paper carry out bag fee.

22 5-12-6: STORE COLLECTION, REMITTANCE, USES OF THE RECYCLED PAPER
23 CARRY OUT BAG FEE:

24 A. Unless the fees collected in any quarter total less than twenty (20) dollars, a
25 store shall remit sixty (60) percent of the first twenty-five (\$.25) cents of the fee to the Town of
26 Breckenridge and the store shall retain forty (40) percent of the remaining portion of the twenty-
27 five (\$.25) cents.

28 B. A store shall only use the retained portion of the bag fee for the following
29 purposes:

- 1 1. To provide educational information to customers about the fee;
- 2 2. To provide the signage required;
- 3 3. To train staff in the implementation and administration of the fee;
- 4 4. To improve or alter infrastructure or computer programs to allow for the
5 implementation, collection, administration of the fee;
- 6 5. To encourage the use of reusable bags, and/or promote the recycling of
7 paper bags; and/or,
- 8 6. To improve infrastructure to increase recycling.

9 5-12-7: TOWN RECYCLED PAPER CARRY OUT BAG FEE FUND AND USES:

10 A. Administration of the fund.

- 11 1. The fee shall be administered by the finance director and in a manner that separately
12 tracks the collection and expenditure of such fees.
- 13 2. The fees collected in accordance with this section shall not be used for general
14 municipal or governmental purposes or spending, nor shall the fund ever be transferred to or
15 become part of the Town's general fund.

16 B. All sums of money collected by the Town per this section are intended to be used
17 exclusively for the following purposes:

- 18 1. Staffing, administration and enforcement of the program;
- 19 2. Developing recycling, composting, or other waste diversion programs;
- 20 3. Educating and developing outreach for the entire community, including residents,
21 business, and visitors to the Town; and/or,
- 22 4. Purchasing and installing equipment, reusable bags, and other materials designed to
23 minimize bag pollution, including but not limited to, recycling containers, and waste receptacles.

24 5-12-8: BAN ON SINGLE USE PLASTICS AND POLYSTYRENE:

- 25 A. The sale or provision of single use plastic water bottles and/or single use plastic food
26 serviceware is prohibited in any building or portion of a building that the Town owns or leases,
27 any building or portion of the building leased to the Town, any Town park, and/or at any special
28 event of the Town or under a permit issued by the Town.

1 B. Beginning January 1, 2024, a retail food establishment in the Town of Breckenridge shall
2 be prohibited from selling or offering for sale any product in any container that is made of
3 polystyrene products, also known in certain nomenclature as the trademarked name of
4 Styrofoam®.

5 C. Beginning July 1, 2024, any business in the Town of Breckenridge shall be prohibited
6 from selling or offering for sale any single use plastic water bottles.

7 D. Beginning July 1, 2024, any retail food establishment shall be prohibited from selling or
8 offering for sale single use plastic containers and further shall be prohibited from providing
9 single-use plastic food serveware.

10 5-12-9: EXEMPTIONS:

11 This chapter does not apply to:

12 A. A bag brought into a store by a customer and used to transport goods from the store.

13 B. A bag that was previously used and made available to customers at a store.

14 C. A bag provided to a customer at no charge if the customer presents, at the time of
15 purchase, a benefit card or similar documentation reflecting participation in a federal, state,
16 county or Town income-qualified aid program, including but not limited to benefits delivered via
17 Electronic Benefits Transfer (EBT) such as the federal Supplemental Nutrition Assistant
18 Program (SNAP) or Supplemental Nutrition Program for Women, Infants and Children (WIC).

19 5-12-10: AUDITS; RECORDS; PENALTIES:

20 A. Each store shall maintain accurate and complete records of the recycled paper carryout bag
21 fees collected, the number of bags provided to customers, the form and recipients of any notice
22 required pursuant to this chapter, and any underlying records, including any books, accounts,
23 invoices, or other records necessary to verify the accuracy and completeness of such records. It
24 shall be the duty of each store to keep and preserve all such documents and records, including
25 any electronic information, for a period of three years from the end of the calendar year of such
26 records.

27 B. If requested, each store shall make its records available for audit by the finance director
28 during regular business hours for the Town to verify compliance with the provisions of this
29 chapter. All such information shall be treated as confidential commercial documents.

1 C. If any person fails, neglects, or refuses to collect or pay the bag fee, the finance director
2 shall make an estimate of the fees due, based on available information, and shall add thereto
3 penalties, interest, and any additions to the fees. The finance director shall serve upon the
4 delinquent store personally, by electronic mail or by first class mail directed to the last address
5 of the store on file with the town, written notice of such estimated fees, penalties, and interest,
6 constituting a Notice of Final Determination, Assessment, and Demand for Payment, (also
7 referred to as "Notice of Final Determination") due and payable within 30 calendar days after the
8 date of the notice.

9 D. If payment of any amount of the bag fee due to the Town is not received on or before the
10 applicable due date, penalty and interest charges shall be added to the amount due in the
11 amount of:

- 12 1. A penalty of ten percent (10%) of total due; and,
- 13 2. Interest charge of one (1%) percent of total penalty per month.

14 5-12-11: Fines and Penalties:

15 A. Upon the first violation, a one (1) time only written warning notice that a violation has
16 occurred shall be issued by the Town to store, business, and/or retail food establishment, as the
17 case may be. No monetary penalty shall be imposed for the first violation.

18 B. Upon a subsequent violation and conviction, the Town shall impose a penalty that shall
19 not exceed:

- 20 1. Fifty dollars (\$50.00) for the first violation after the written warning;
- 21 2. One hundred dollars (\$100.00) for the second violation in the same calendar year of the
22 first violation; and
- 23 3. Three hundred dollars (\$300.00) for the third and each subsequent violation in the same
24 calendar year of the earlier violations.
- 25 4. No more than one (1) penalty shall be imposed within a seven (7) day period.

26 5-12-12: APPEAL OF NOTICE OF FINAL DETERMINATION:

1 A. A store may request a hearing on any proposed fee imposed under this chapter after
2 receiving a notice of final determination, by filing a written request for hearing within thirty (30)
3 calendar days of the date of mailing of the notice of final determination. The request for hearing
4 shall set forth the reasons for and amount of changes in the notice of final determination that the
5 store seeks and such other information as the finance director may prescribe.

6 B. The manager or their designated hearing officer shall conduct the hearing under the
7 procedures prescribed by chapter 19 of title 1 of this code , except that the manager shall notify
8 the store in writing of the time and place of the hearing at least ten (10) days before it is
9 scheduled. The hearing shall be held within sixty (60) days of the date of receipt of the request
10 for a hearing, unless the Town and the store mutually agree to a later date or the hearing officer
11 otherwise has good cause to extend the time to hold a hearing.

12 C. The manager shall make a final decision and such decision shall be a final decision for
13 purposes of appeal to district court under C.R.C.P. Rule 106.

14 5-12-13: Authority to adopt rules and regulations.

15 The Town Council hereby grants authority to public works to oversee and administer the
16 requirements of this chapter and additional authority to adopt rules and regulations to implement
17 and enforce the requirements of the program.

18 **Section 2.** The Town Council hereby finds, determines and declares that this ordinance
19 is necessary and proper to provide for the safety, preserve the health, promote the prosperity,
20 and improve the order, comfort and convenience of the Town of Breckenridge and the
21 inhabitants thereof.

22 **Section 3.** This ordinance shall be published and become effective as provided by
23 Section 5.9 of the Breckenridge Town Charter.

24 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
25 PUBLISHED IN FULL this 14th day of March, 2023. A Public Hearing shall be held at the
26 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 28th day of
27 March 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
28 Town.

29 TOWN OF BRECKENRIDGE, a Colorado municipal corporation
30

1

2

3

By: _____

4

Eric S. Mamula, Mayor

5

6 ATTEST:

7

8

9

10 _____

11 Helen Cospolich, CMC,

12 Town Clerk



Memo

To: Breckenridge Town Council
From: Melanie Leas, Housing Project Manager
Date: 3/20/2023 (For March 28, 2023)
Subject: First Reading: Stables Village Development Contract

The purpose of this first reading is to adopt the Development Contract that will be executed by the Town and Stables Village LLC to develop a workforce housing project of 61 units at 701 Wellington Road. This agreement establishes the roles and obligations of the Town, and of Stables Village LLC relative to this project. Below are the major deal points of the contract discussed and altered from the previous Council work session held March 7th.

Deal Point Summary:

Developer Financing – The Developer’s contribution / project risk is currently estimated at \$32 million. Developer to charge a maximum 5% fee on all hard and soft costs with a maximum fee of 7%. The project cost and profit shall be itemized and reviewed by the Town.

Restrictive Covenant –

- 3% appreciation cap;
- 1% real estate commission;
- Lottery required for re-sale;
- Maintenance provision included;
- Employee occupied, 30 hours / week for a business in or serving Summit County (no remote); and
- Must be the owner’s primary residence.

Other –

- The Upper Blue Sanitation District (UBSD) to purchase three duplex units outside of the lottery in exchange for waiving their fees. Profit to go to Developer.
- The price per unit will increase at 4% maximum from the 2022 AMI rates for the initial sales price and will not adjust to meet the AMIs in 2024 or 2025.
- All triplex units to be priced between 80% and 110% AMI and income tested with a 30% escalator buffer from the initial sales price not to exceed 140%. Duplex and single-family units will not be subject to income testing but will be sold at AMI at or below 140%.
- The cost for infrastructure will be contracted with a guaranteed maximum price (GMP)

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE APPROVING THE STABLES VILLAGE PROJECT AGREEMENT.

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

WHEREAS, on April 20, 2022, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

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

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

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

WHEREAS, on October 20, 2022, the Parties entered into a pre-development Agreement for Services to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Parties have negotiated the attached Agreement, Exhibit 1 hereto, to develop the Town Project.

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

Section 1. That Agreement between the Town of Breckenridge and Stables Village, LLC, attached as **Exhibit 1**, is hereby approved.

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 ____ day of _____, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
6

7
8
9 By: _____
10 Eric S. Mamula, Mayor

11
12 ATTEST:

13
14
15
16 _____
17 Helen Cospolich, CMC,
18 Town Clerk
19

Rough draft

Stables Village Project Agreement (3/21/2023 Draft)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and Stables Village, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") (each individually a "Party" and collectively, the "Parties").

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

WHEREAS, on April 20, 2022, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

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

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

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

WHEREAS, on October 20, 2022, the Parties entered into a pre-development Agreement for Services to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Parties have further negotiated issues concerning the potential development of workforce housing on a portion of the Property.

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

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

2. Definitions.

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

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

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

3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use a master plan for the Development (the "Master Plan"). Developer shall be responsible for obtaining all required approvals for the Master Plan for this project through the Town of Breckenridge Development Review Process. It is anticipated that the Master Plan will be reviewed as a Town Project.

4. Compensation for Master Plan Process. The Developer shall prepare all applications, materials, studies and design drawings and plans, and secure the services of all necessary consultants including design professionals, engineers, and traffic planners, as necessary for the Master Plan and pre-construction services. The Town will compensate the Developer for costs actually incurred for the Master Plan and pre-construction services up to \$400,000 per monthly invoices. If Developer does not complete the development review process to a point of final decision, and the failure to do so is not caused by the actions or inaction of the Town, the Town shall not be obligated to reimburse Developer for the costs incurred and not yet billed or to proceed with this agreement or the project.

5. Land Use District. The Parties acknowledge that the Development, as presently contemplated, will require an amendment to the Town Land Use Designation (LUG). The Town will process a LUG amendment.

6. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents. At this time, it is anticipated that the Development will have two construction phases and three sales phases.

7. Number of Units. The total number of units allowed in the Development shall not exceed sixty (61) deed-restricted workforce single family, duplex, and multi-family units.

8. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target 80-140% of the Area Median Income (AMI) based on the formula generated by the Summit Combined Housing Authority on an annual basis. The Developer and the Town will agree to the final number of units at each AMI and that number will be reflected in a final project budget that is mutually acceptable to the Town and the Developer.

9. Town Obligation/Investments. In addition to the land contribution, the Town agrees to contribute funding for the Development. The amount of the funding must be mutually acceptable to the Town and the Developer and will be based on a final project budget to be prepared by the Developer and submitted to the Town for approval. The budget must include all costs associated with the Development including planning, master plan, infrastructure (on and off site), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The budget must also include all projected sales revenue based on specified 2023 AMI targets. In the event the Town and the

Developer do not agree on the budget, the amount of Town funding, or the Guaranteed Maximum Price of the infrastructure, either Party may terminate this Agreement. If either or both Parties determine to terminate this Agreement under this section 9, the Town will provide payment for services and costs to date pursuant to paragraph 4 and neither party shall have any further obligation to each other. When the budget and subsidy is mutually approved by the Parties, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the Developer by monthly draw based on percentage completion, including draw(s) in advance of the start of construction for deposits as required by contractor. Vertical development subsidies identified in the budget shall be paid for each phase (based on number of units per phase) at the time the first building permits are issued for each phase; provided, however, the Parties may mutually agree in writing to an alternative schedule or process for contribution of the subsidies.

10. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit C** and incorporated herein by this reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties.

11. Transfer of Land. After execution of this Agreement, and after the Town has reviewed and approved the budget, the Town shall transfer ownership of the Property described in Exhibit A to Developer in two phases, by special warranty deed, to coincide with the phasing set forth in the planning documents, to facilitate the timely financing, development, and sale of each phase of the Project. Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated with the closing agent. Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. The special warranty seeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

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

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

13. Reverter clause. In the case of a default, any and all Property interests, including the Real Property described in Exhibit A, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall revert or be conveyed back to Town ownership for completion of the Development.

14. Sanitation District Units. Developer shall sell three units to Upper Blue Sanitation District ("District"). The units must be agreed upon by the parties and the District. Such units may be leased to government employees (District, Town of Breckenridge, Summit County), without further requirements or restrictions. The Town and District shall agree upon terms should the District wish to transfer the units in a modified Restrictive Housing Covenant..

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

16. Financing. Developer shall be solely responsible to procure financing for the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Article 29.B herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification. In no event shall this paragraph entitle the Town to review or otherwise have access to any financing documents other than an Encumbrance.

17. Books and Records. Developer shall maintain all books and records related to the Project open for inspection by the Town upon request, except (i) as provided in Paragraph 16, and (ii) regarding any development subject to a Guaranteed Maximum Price other than substantiated percentage completion of the work and up front deposits.

18. Developer Fee. Developer shall receive a minimum fee for the vertical construction in the amount of 5.0% but not to exceed 7.0%, on all costs and expenses for the Development, said profit to exclude any percentage return for costs paid for or directly reimbursed by the Town.

19. Authority. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering

the Development or performing any alteration, renovation, repair, refurbishment or other work. Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

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

21. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to insure broad marketing throughout the community. The Developer intends to utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes. The Developer agrees to compensate the SCHA for the qualification and lottery services. All cost incurred will be included in the project budget.

22. Sales. In the event transfer of title to a unit subject to a restrictive covenant is not completed within three (3) months from the date of certificate of occupancy, the Parties agree that the following events shall occur in the order set forth below:

a. The Developer shall send a written notice (“Developer Notice”) to the Town of the Town’s option to purchase a unit, which may be exercised within ten (10) days of such notice being given by the Town to the Developer (“Town Notice”). If the Town exercises its option within such 10-day period, the Town shall close on such purchase and sale within thirty (30) business days of receipt of the Developer Notice.

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

23. Compliance with Law. Developer shall comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. §

2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

24. Public Improvements.

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

b. Final Acceptance and Dedication. Upon completion of the Public Improvements and upon final acceptance by the Town, Developer shall convey title to the Town and the Town shall then be responsible for the operation and maintenance.

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

25. Developer’s Obligations.

a. Workforce Housing. To ensure affordability over time, the entire Development shall be for-sale single family, duplex, or multi-family Restricted Units subject to the Restrictive Housing Covenant and Notice of Lien. The total number of Restricted Units in the Development shall not exceed 61 single-family, duplex and multi-family units. The units will be sold at the sale prices/AMI targets approved by the Town. All units will be sold with a one-year warranty from date of certificate of occupancy.

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

shall not be responsible for repair, maintenance, or operation of the recycling/composting facilities.

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

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

26. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees and agents from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any negligent or intentional act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Public Improvements; and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim within the scope of the indemnification provision contained in the prior clause, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim. Such indemnification shall not extend in any regard to any suits, actions and claims of any nature or description caused by, arising from or on account of any act or omission of Town, or Town's agents, employees, representatives, or other designees. Town shall immediately notify Developer of any suit, action, claim or threat of a claim hereunder.

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

28. Term. This Agreement shall commence on the Effective Date. This Agreement shall remain effective until all obligations of each party are completed or until terminated as permitted herein. If the Planning Documents are not approved by the Town as described in Paragraph 9, then Developer shall be paid for services to date pursuant to paragraph 4 and this Agreement shall automatically terminate and be of no force and effect whatsoever.

29. Suspension of Work, Termination and Delay.

a. Suspension. Town may suspend all or any portion of the Phasing or Development for not more than sixty (60) days by written notice to the Developer. The notice shall include the date on which work shall be resumed, and the Developer shall use commercially reasonable efforts to resume work on that date, understanding that the longer the delay, the higher the potential that subcontractors may be difficult to reschedule, and the date of commencement will be delayed. The Developer shall be allowed to submit, and

the Town shall pay, a request for an increase in compensation or an extension in time of completion, or both, if determined to be directly attributable to any suspension initiated by Town.

b. Termination by Town for cause. Town may terminate the services of the Developer, and take possession of the Project and all materials, and equipment deemed to be part of the Services, if terminated based on cause as contemplated herein. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

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

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

c. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The Developer shall be paid for all Development executed and any costs and expenses, including the Developer Profit, sustained due to the termination and Developer will present all final invoicing to the Town within thirty (30) days of Termination effective date.

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

- i. Town has suspended the Development for more than sixty (60) days.
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.
- vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

e. Payment to Developer. The Developer shall be entitled to payment for all Development implemented and any expenses sustained due to the termination providing they have provided complete accounting within thirty (30) days of the termination date. In the event of termination, payments will be made to Developer for all work performed up to the date of termination. The Developer shall have the option of resuming work after such payment or proceeding to termination in such instances. If the Agreement is terminated pursuant to Paragraphs 29.C. or D., and the Developer does not elect to resume work, the Developer shall also be entitled to payment for the remaining Developer Profit for the entirety of the Development.

If all phases of the Development are not completed by the Developer, the Agreement may be terminated by the Town in accordance with the provisions set for in this Paragraph 29.

f. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement pursuant to Paragraph 29.B., the ownership of all Planning Documents shall transfer from Developer to the Town as the Town's sole remedy against Developer for termination for cause. For purposes of this paragraph, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction.

g. Town Assumption of Development; Indemnification. In the event the Town assumes completion of the Development under Paragraph 12, this Paragraph 29.30, or under any other provision of this Agreement, Developer is released from any and all further obligations and liability under this Agreement, and the Town shall indemnify, hold harmless and defend Developer, its members, managers, employees, agents, and contractors from

any and all suits, actions, claims, and damages, including attorneys' fees, arising from the completion of the Development by the Town

30. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

My commission expires: _____

(SEAL)

_____ Notary Public

EXHIBIT A
LEGAL DESCRIPTION

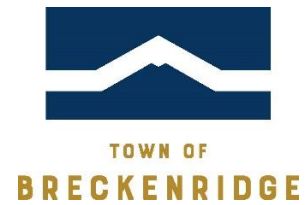
Stables Village

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

Stables Village Preliminary Schedule

**This is a preliminary schedule subject to change as project progresses*

Activity	Date
Town Submittal for IHOI Grant LOI DUE	Dec. 5 2022
Town Council Worksession	Dec. 13 2022
Town Council Worksession	Jan. 10 2023
LUG Amendments to Town Council - First Reading	Jan 24 2023
Outreach Plan for Neighbors and Community	Jan. 2023
Finalize Development Contract	Jan. 2023
Planning Commission Submittal	Jan 31 2023
LUG Amendments Town Council (Final Approval)	Feb 28 2023
Town Submittal for IHOI Grant DUE	Feb 28 2023
Planning Commission Masterplan Worksession Meeting	Mar. 7 2023
Town Submittal for EIAF Grant LOI OPENS	Mar. 2023
Developer to Start all Civil Drawings	Mar. 2023
Town Submittal for EIAF Grant LOI DUE	Mar. 2023
Planning Commission Masterplan Re Submittal Due Date - to TOB Comm. Dev.	Mar. 21 2023
Planning Commission Masterplan Final	April 4 2023
Town Council Masterplan Meeting Final Approval	April 11 2023
Submit for Infrastructure Permit	Apr. 11 2023
Final Pricing Budget Approved	May. 2023
Finalize Deed Restriction / USDA Approval	May. 2023
Finalize Contract with SCHA	May. 2023
Start Site work, Overlot grading, Utilities	May 31 2023
Planning Commission Subdivision Meeting (Submittal)	April 11 2023
Planning Commission Subdivision Meeting (Approval)	May 2 2023
Town Council Subdivision Meeting	May 9 2023
Town Submittal for Transformational Grant	May 15 2023
Submit Plans for Development Permits - Phase 1	June 15 2023
Submit for Building Permit	July 6 2023
Developer Lending, Town support with USDA loans in place	Aug. 2023
Vertical Construction Commencement Phase 1	October. 2023
Vertical Construction Commencement on Duplex Units 21-40 and Single Family Units 3-5	March. 2024
Vertical Construction Commencement on Townhomes	June. 2024
Individual Lot Subdivision	May. 2024
C.O. on Duplex Units 1-20 and Single Family Units 1-2	June 2024 - Oct 2024
C.O. on Duplex Units 21-40 and Single Family Units 3-5	March 2025 - Oct 2025



Memo

To: Breckenridge Town Council Members
From: Anne Lowe, Open Space & Trails Manager
Date: 3/21/2023
Subject: Ordinance to approve Open Space & Trails Master Plan – First Reading

Enclosed with this memo is an ordinance to approve the revised Open Space & Trails Master Plan, which replaces the 2007 Open Space Plan and 2009 Trails Plan with one comprehensive document.

Section 3-5-3 of the municipal code sets forth the process by which Town Council shall adopt the proposed Master Plan by ordinance.

BOSAC recommended approval of the Open Space & Trails Master Plan.

Staff welcomes Council's input on the first reading and will be present to answer any questions.

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE APPROVING THE OPEN SPACE TRAILS & MASTER PLAN.

WHEREAS, on or about April 2021, the Town of Breckenridge began a process to update the 2007 Open Space Plan (“Open Space Plan”) and the 2009 Trails Plan (Trails Plan);

WHEREAS, as part of the process to update the Open Space and Trails Plans, the Town retained DTJ Design, Inc., to assist with preparing a comprehensive Master Plan, materials, and information, and to conduct a stakeholder process which included extensive public engagement over a two-year timeframe to develop a revised Open Space & Trails Master Plan;

WHEREAS, per section 2-4-5 of the municipal code, the Breckenridge Open Space Advisory Commission (“BOSAC”) is the local board charged with recommending to Town Council revisions, if any, to the Master Plan;

WHEREAS, after conducting extensive outreach, reviewing and revising the materials from DTJ Design, Inc., and further input from the Breckenridge Social Equity Advisory Commission, BOSAC recommended that Town Council adopt the Master Plan, attached hereto as **Exhibit A**;

WHEREAS, per section 3-5-3 of the municipal code, the Town Council shall adopt the proposed Master Plan by ordinance.

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

Section 1. Town Council hereby approves the adoption of the Open Space Trails & Master Plan, **Exhibit A** (attached hereto).

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 ____ day of _____, 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



OPEN SPACE & TRAILS MASTER PLAN

BRECKENRIDGE, COLORADO

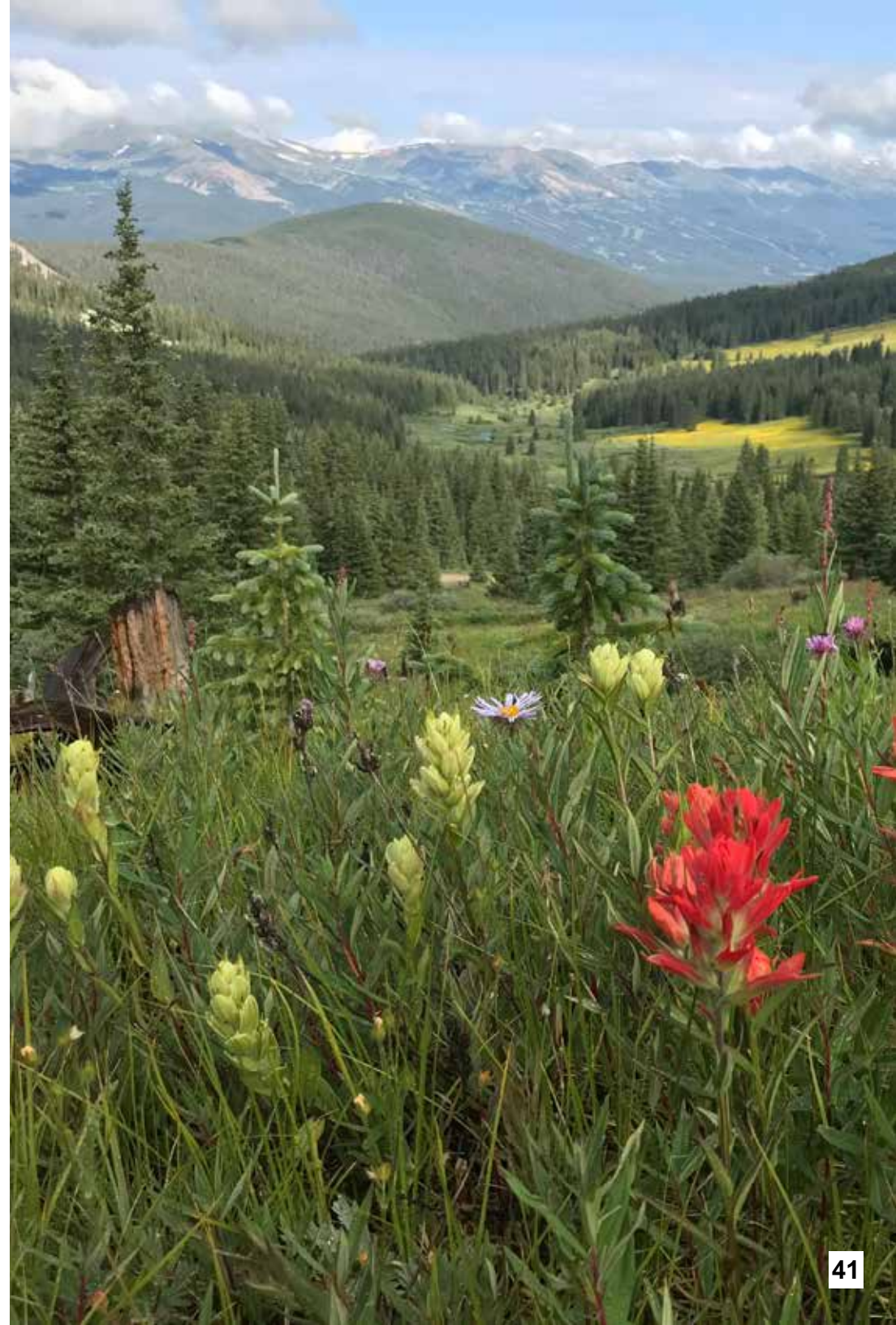


TABLE OF CONTENTS

Introduction

History of the Open Space & Trails Program

2022 Open Space & Trails Master Plan

Decision-Making Framework

Strategic Goals

Strategic Goal #1: Conservation

What is Open Space?

Strategic Initiatives

Open Space Conservation Guidelines

Challenges & Opportunities

Strategic Goal #2: Recreation

Trail Philosophy

Management Zones

Strategic Initiatives

Trail Development Guidelines

Challenges & Opportunities

1 Strategic Goal #3: Access & Inclusion 33

2 An Inclusive Community 34

5 Strategic Initiatives 35

6 Challenges & Opportunities 38

8 Strategic Goal #4: Stewardship 39

9 Open Space Stewardship 40

10 Strategic Initiatives 42

11 Challenges & Opportunities 46

14 Key Components 47

15 Communication 48

18 OST Funding 53

19 Staffing & Administration 57

20 Acknowledgements 61

23

27

28

ACRONYMS USED

OST = Open Space & Trails

ToB = Town of Breckenridge

BOSAC = Breckenridge Open Space Advisory Commission

USFS ROS = United States Forest Service Recreation Opportunity
Spectrum

IMBA = International Mountain Bike Association

BLM GQTE = Bureau of Land Management, Guidelines for a Quality
Trail



INTRODUCTION



HISTORY OF THE OPEN SPACE & TRAILS PROGRAM

Background

The OST program started with a grassroots initiative by Breckenridge citizens, who proposed an open space tax measure in response to increasing development in the Town. In 1996, Breckenridge citizens voted to add a permanent 0.5% sales tax for open space acquisition and management. The OST program was founded the following year in 1997. The mission of the OST program is to:



“Preserve lands that define and enhance the unique mountain character of the Town of Breckenridge, with the objective of maintaining our community’s quality of life for present and future generations.”

In the 25 years since its adoption, the Town’s OST program has acquired more than 5,100 acres of property through purchases, land trades, dedications, and joint purchases with Summit County Government. Most of these conserved acres are located in the Upper Blue River Watershed outside of the Town limits.

Additionally, the OST program manages over 68 miles of mostly multi-use trails throughout the Upper Blue River Watershed. The Town also maintains approximately 500 portals, or trail access points, within the Town limits, ensuring that more than 90% of homes in Breckenridge are located within ¼ mile of trail access.

SUPPORTING + PREVIOUS PLANS

Many plans serve as the foundation of the 2022 Open Space & Trails Master Plan.

2002 Vision Plan

The [Breckenridge 2002 Vision Plan](#) established a Vision Statement about Natural Resources “*where the actions of the community ensure that wildlife and its habitat are protected, that views from Town to the surrounding mountains are maintained, that both air and water quality are clean and improved, and that accessible open space, trails, and backcountry are preserved.*”

2007 Open Space Plan

The [2007 Open Space Plan](#) provided a strategic framework for the OST program that included priority conservation values for lands to be protected, and stewardship principles including the process through which stewardship actions are selected.

2009 Trails Plan

The [2009 Trails Plan](#) described existing and proposed trail alignments, many of which have been constructed since that time. This was also extensively used by ToB planners in evaluating development proposals.

2019 Breckenridge Destination Management Plan

Designed in 2019, the [Breckenridge Destination Management Plan](#) helps ensure economic sustainability for the community while preserving the quality of life for residents and quality of place for visitors. The plan includes four strategic goals:

- » Deliver a balanced year-round economy driven by destination tourism by 2024.
- » Elevate and fiercely protect Breckenridge’s authentic character and brand – our hometown feel and friendly atmosphere.
- » More boots and bikes, less cars.
- » Establish Breckenridge at the leading edge in mountain environmental stewardship and sustainable practices.

The OST Program Facts

2021 Breckenridge Expectations Survey

The [2021 Breckenridge Expectations Survey](#) is a tourism survey through the Breckenridge Tourism Office that received about 1,500 responses. In this survey, and from an open space and trails point of view, outdoor recreation and access to the outdoors rated as one of the highest priorities. Respondents expressed a desire for harmony between management and attracting new visitors. Some expressed frustrations around crowding and congestion.



Owns and manages 5,130 acres.

Constructed and maintains 68 miles of multi-use trails.



Provides 500 trail portals.

More than 90% of Breck homes are within 1/4 mile of trail access.



2022 OPEN SPACE & TRAILS MASTER PLAN

Purpose

Replace the 2009 Trails Plan and 2007 Open Space Plan with one comprehensive Plan to guide the OST program for the future.

Objective

Create a strategic framework for future decision-making about various open space and trails-related projects and topics.

Approach

Capture the importance of conservation and the philosophy of trail building, and produce a decision-making framework with a suite of tools for open space conservation and new trails.

While OST service area covers the entire Upper Blue River Watershed, there is a mosaic of public ownership. Our intent with the OST Master Plan is to manage this landscape in a boundary-less approach.

The Plan resulted in a Decision-Making Framework and four strategic goals each with their own strategic initiatives and identified opportunities and challenges.



ENGAGEMENT AT A GLANCE

31,500 Website Views

4,500 Unique Website Visitors

1,000+ Survey Responses

73 On-Trail Public Engagement & Conversations

47 Focus Group Attendees

7 People Interviewed

DECISION-MAKING FRAMEWORK

The Decision-Making Framework is succinctly illustrated by a decision-making flow chart. Decisions about open space conservation and trail development are filtered through criteria of habitat sensitivity and management zone compatibility, and directed by trail and stewardship guidelines.





STRATEGIC GOALS



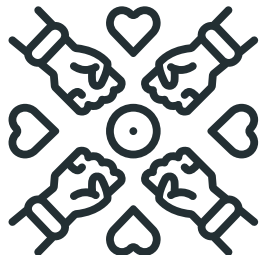
CONSERVATION

We value conservation as the foundation for protection of open space and natural resources.



RECREATION

We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.



ACCESS & INCLUSION

We are committed to facilitating the inclusion of all groups of people (both residents and visitors) with access to the OST system to enjoy recreation while learning about conservation.



STEWARDSHIP

We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence to do the same.



STRATEGIC GOAL #1: CONSERVATION



WHAT IS OPEN SPACE?

For the Breckenridge community, Open Space is defined as land that is acquired for conservation of natural resources and habitats, and protection from development. The use of Open Space includes the conservation of natural resources, wildlife habitat and movement corridors, rare, threatened, and endangered species, high quality fauna and flora communities, view corridors and scenic views, unique geologic features, and cultural resources, as well as responsible recreation with a limited footprint.

Open Space in Breckenridge includes parcels that are owned and managed by the Town of Breckenridge (ToB) or are jointly owned and managed in partnership with Summit County. The ToB's service area includes the entire Upper Blue River Watershed which surrounds the Town of Breckenridge.

Conservation is a key driver for the community of Breckenridge and a primary goal of the Master Plan. These lands require care and protection so that the character and natural resources of the Upper Blue River Watershed are preserved for future generations.



STRATEGIC INITIATIVES

Focus Conservation Areas

This Master Plan identifies ten geographic areas with high conservation values as “focus areas” for future land acquisition and protection. These areas were selected based on their location or status as generally undeveloped, private land and their adherence to the open space conservation criteria.

These areas will be dynamic as conservation priorities and land availability changes and can be refined or enhanced over time.

See **Figure 1** for the Focus Conservation Areas map on the following [page](#).

Habitat Sensitivity

An analysis of existing natural resource and wildlife habitat data was conducted to inform the recommendations of this Master Plan and ongoing decision-making about open space conservation, trail development, and stewardship. The Habitat Sensitivity map is an overlay of wildlife habitat data (from CPW, USFS, CNHP, and Summit County) representing critical habitats for species of concern.

Mapping of habitat sensitivity illustrates areas with higher sensitivity (darker shade of purple) where the focus should be on conservation efforts and protective management practices, while areas with lower sensitivity values (lighter shades of purple) are more suitable for trails and recreation infrastructure and may provide opportunities for habitat restoration. This habitat mapping can be used over time to evaluate area-specific conservation and recreation decisions within the context of habitat needs, while also considering trail development guidelines and management zones.

See **Figure 2** for the Habitat Sensitivity Map on [page 13](#).



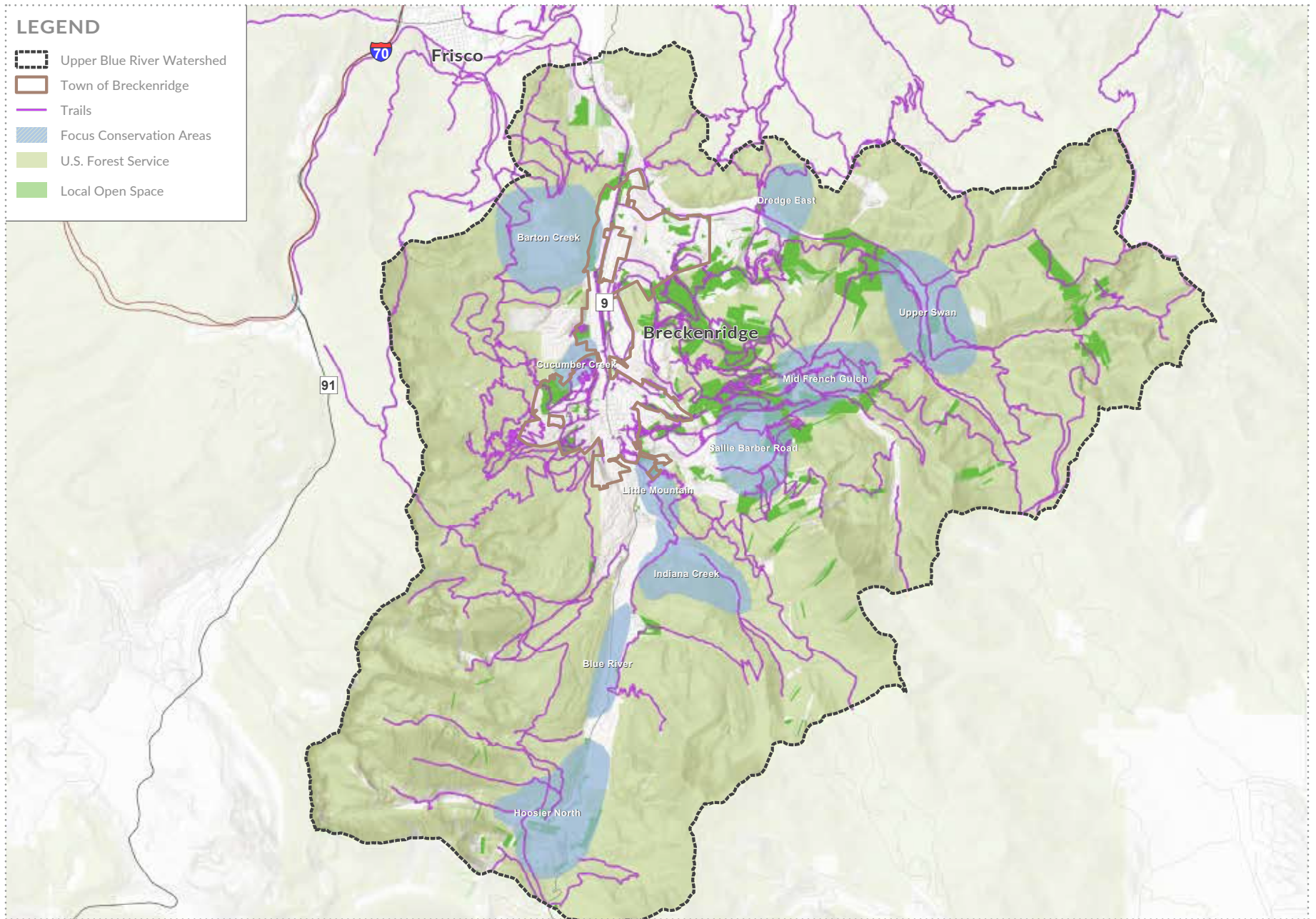


Figure 1: Mapping of Focus Conservation Areas

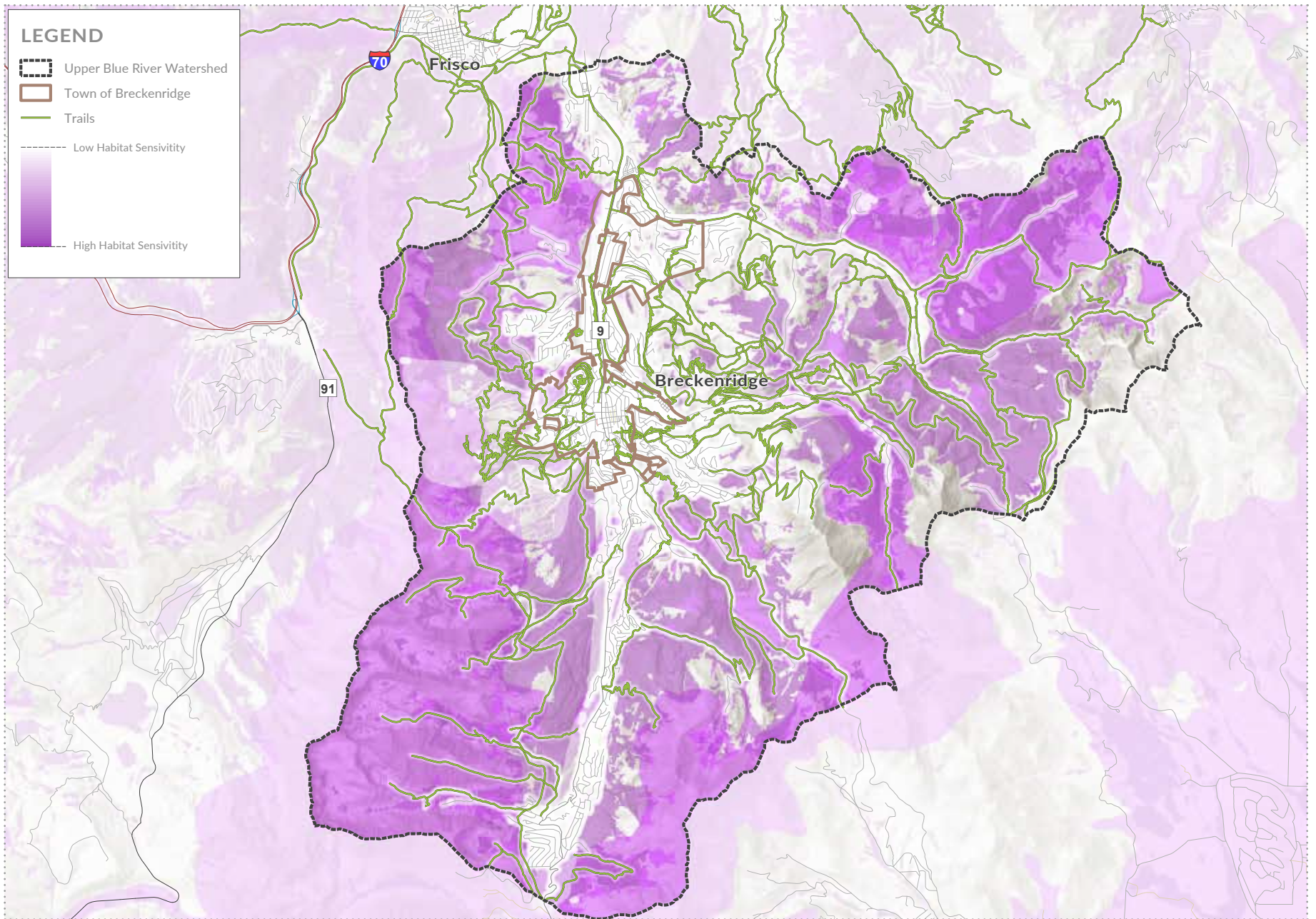


Figure 2: Habitat Sensitivity Map

OPEN SPACE CONSERVATION GUIDELINES



CONSERVATION VALUES

Wetland and riparian features, including wetlands, streams and rivers

Wildlife habitat sensitivity, referencing the greatest concentration of sensitive wildlife habitat and movement corridors

Sensitive vegetation communities that are rare, unique, and/or significant



LAND USE VALUES

Public lands adjacency, including existing open space and USFS lands

Housing and lodging adjacency, including workforce housing

Land development potential, based on existing zoning, surrounding land uses, and zoning designations

Management zone, in terms of Front, Mid, and Backcountry designation



RECREATION VALUES

Recreation access potential, to establish or improve trails and other public access

Interesting and unique natural features, offering a rewarding destination for recreation users

Infrastructure potential, for road access, parking, restrooms, and interpretive signage



CULTURAL VALUES

Historical resources, including historical sites, structures, or artifacts

Scenic value of undisturbed and/or iconic viewsheds

Sense of place, emphasizing what is quintessential Breckenridge

CHALLENGES & OPPORTUNITIES

Availability & Price of Land

Acquisition is the most straightforward method of protecting lands in and around the ToB. Owning a property outright allows the ToB to manage for the various needs of open space or conservation. The ToB has a longstanding partnership with Summit County to share the cost of open space acquisitions through joint ownership.

Market prices for undeveloped lands continue to rise and are often prohibitive for direct purchase by the ToB. For this reason, other land protection tools are recommended in addition to acquisition to leverage the financial resources of the OST program.

The ToB is faced with a shrinking supply of undeveloped private land in the Upper Blue River Watershed, which increases the need for various strategies when properties suited for open space or conservation become available. Land protection tools such as acquisition and public or private partnerships can be used to help the ToB employ the most efficient financial strategy. These tools can be used collectively across the study area to ensure that the most lands with the greatest conservation value (e.g., wildlife or scenic value) are protected.

Restoration & Land Management Potential

Open space acquisition must consider the condition of the land in regards to its natural systems, previous disturbance, and forest health. The cost and ability to restore the landscape to a healthy system is an important consideration. Additionally, the long-term management strategy for each parcel should be taken into account during the evaluation of the acquisition.





Partnership Opportunities

Public partnerships are a useful tool for reducing the financial and management burden of property ownership, while also meeting other community objectives. The ToB has partnered with Summit County Government and the US Forest Service in the past to purchase and maintain properties for conservation and open space purposes. Grants are another partnership tool which allow the ToB to achieve goals for purchasing, restoring, or maintaining a property.

In addition to partnering with organizations outside of the ToB, it may be beneficial to coordinate with other ToB departments to assess how separate programmatic objectives can be achieved simultaneously.

Private partnerships are another tool which can be used to meet conservation and outdoor recreation goals on a case-by-case basis. For example, access or trail easements and long-term leases with private landowners can allow the ToB to secure tracts of land, which contribute to the broader trail and open space system.





STRATEGIC GOAL #2: RECREATION

TRAIL PHILOSOPHY

The OST program's overall philosophy with trails is to provide for a variety of responsible recreational uses across the OST's extensive network of trails.

From planning to construction, the philosophy with trail development is to achieve three equally important objectives:

1. Provide critical connections and access to existing trails, various points of interest, neighborhoods, other areas of Town, and throughout the Upper Blue River Watershed;
2. Limit impacts on natural resources, while focusing on sustainability; and,
3. Resolve conflict and create a variety of experiences for multiple user groups in all seasons.

Responsible recreation requires a purposeful approach to planning our use of the natural environment in the Breckenridge community. The management zones create guidelines for the study area that support decision-making for how these zones can support recreational uses.



MANAGEMENT ZONES

Defined as the three zones – **Frontcountry**, **Midcountry**, and **Backcountry** – these designations are based on their environmental setting, levels of infrastructure and trail development, and intensity or need for trail management and maintenance.

- » **Frontcountry** - Accessible areas and trail systems with higher levels of development and use, and moderate to high levels of interaction with other trail users.
- » **Midcountry** - Areas and trail systems that are moderately accessible, with low to moderate levels of development, use, and interaction with other trail users.
- » **Backcountry** - Areas and trail systems that are difficult to access and have low levels of development, use, and interaction with other trail users.

A fourth zone – **Conservation Overlay** – is focused on areas with high natural resource values, and where habitat conservation and resource protection are the priority for management. Conservation Overlay areas were developed to correspond with the high-value areas identified in the Habitat Sensitivity Map, areas that contain large areas of undeveloped/unfragmented land, and/or are known to contain significant natural resources.

The purpose of the management zone designations is to set common expectations about the recreation setting and experience in different areas, and to inform decisions about the type and extent of trail development and visitor use management.

See **Figure 3** for the OST Management Zone Maps on the following [page](#).

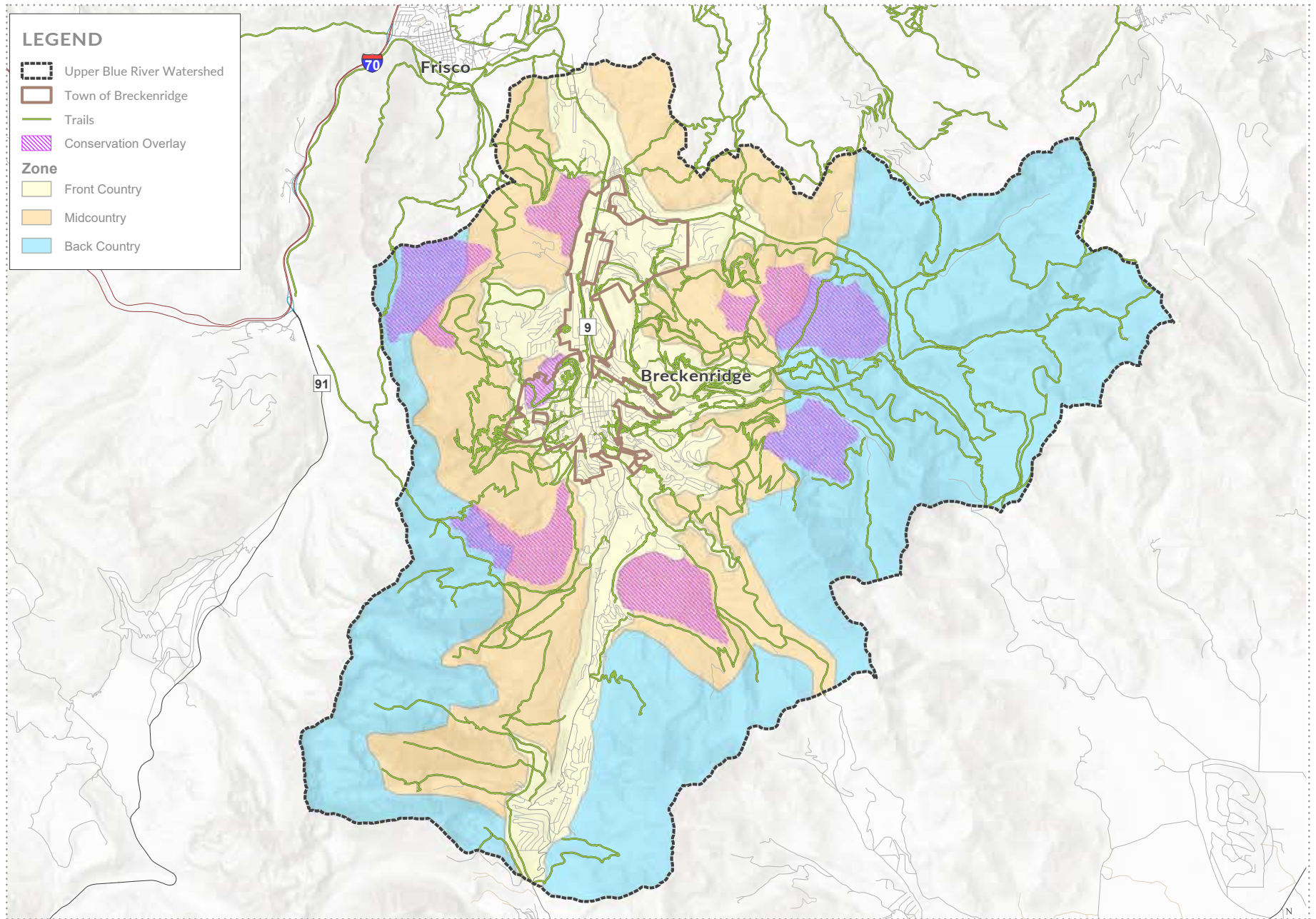


Figure 3: OST Management Zones Map

DESCRIPTION	FRONTCOUNTRY	MIDCOUNTRY	BACKCOUNTRY	CONSERVATION OVERLAY
<i>Setting</i>				
Habitat Sensitivity	Low	Moderate	High	High
Proximity/Remoteness	Close	Intermediate	Distant	Close to Distant
Level of Trail Use/ Interaction	High	Low to Moderate	Low	Low to moderate
<i>Level of Development</i>				
Infrastructure	High	Limited	None	Limited
Trail Type and Density	High	Moderate	Low	Low
Trail Elements	Common	Limited	Limited	Limited
<i>Trail Management</i>				
Management Intensity	High	Moderate	Low	Moderate
Challenge/Risk	Lower	Moderate	Higher	Moderate
Maintenance	High	Moderate	Low	Moderate

Management Zone Descriptions

STRATEGIC INITIATIVES

Trail Planning & Design

NEW CONNECTIONS

New connections may include trails that provide links between existing trails to improve trail user experience and overall circulation, or connecting a neighborhood to the existing trail network.

ROAD CONVERSIONS

Road conversions include reclaiming or converting existing roads, and flumes, where feasible, to serve as trails. This could include road closure and conversion to a trail, closure and construction of a trail within the corridor, or a parallel trail within a road corridor.

SYSTEM-WIDE CONNECTIVITY

Breckenridge currently has a robust trail system. However, the way different trails coincide and/or diverge at various points within the OST trail system can be confusing, especially for out-of-town visitors. This can be rectified by reconfiguring existing trails in trail loops and adding new trail connections to complete potential loops. Trail loops can also serve as a branding and wayfinding tool.

In addition to new connections and trail loops, a better-connected trail system can also be achieved with road and flume conversions.



DESIGN GUIDELINES

Any new trail will be evaluated for habitat impacts and adjusted as needed. Any new trail on USFS land will require surveys for biological and cultural resources, as well as National Environmental Policy Act (NEPA) compliance.

Partnership Opportunities

Consider partnership opportunities for trail planning and design, particularly as many trails are on jointly-owned ToB and County lands that often intersect or cross National Forest. Partnerships allow ToB to leverage resources.

Consider Habitats Impact Early

Survey and evaluate potential new trails for regional-scale habitat impacts and site-level habitat impacts.

Avoid Wetland & Riparian Habitat

Minimize new impacts to streams, wetlands, and riparian habitat.

Avoid Sensitive Wildlife Habitat

Avoid new impacts to sensitive wildlife habitat, including Canada lynx linkages, calving/fawning areas, and critical winter ranges for elk, mule deer, and bighorn sheep, and alpine tundra, and wetlands.

Minimize New Habitat Fragmentation

Avoid new trail routes that fragment large blocks of sensitive or undisturbed habitat.

User Experience

Understand the trail users in all seasons in order to provide the optimal experience.

Consolidate & Cluster Trail Density

Concentrate and cluster shorter, high-use trail loops in Frontcountry areas that already have high levels of existing human disturbance.

Include Habitat Enhancement

With each trail project, seek opportunities to reclaim or enhance habitat within or near the trail corridor.

Avoid Scenic Views & Visual Disturbances

Stay clear from the edge of ridges and cliffs, and minimize disturbance to prevent erosion.

Existing Trail Proximity

As a site-specific design tool, trails in close proximity (but visually hidden) improve trail use/circulation while limiting habitat impacts.

Current & Future Maintenance

Plan and design trails with maintenance in mind; apply maintenance regularly and consistently.

Opportunities for Conservation With Trails

Conservation includes protecting land and habitat from development and stewardship of those areas that are already protected. This must continue to be a central priority of the OST program and a factor in every infrastructure and management decision.

Consequently, it is essential that trails be constructed in a thoughtful and sustainable manner, consistent with the [Habitat Suitability](#), [Trail Development Guidelines](#), [Decision-Making Framework for Trail Development](#), and [Management Zones](#) outlined in this Plan.

For all trail construction, it is recommended to first and foremost apply the principle of “treading lightly on the land”, which implies recognizing and understanding the context of the trail alignment, respecting the existing features of the site, and implementing minimum storm water management tools that cause the least impact on the land.



Parking & Transit Access

The primary goal with parking is to encourage trail users to park at existing parking areas in Town and access the trail system via one of many portals.

Accessing the trail system from the parking areas can be challenging. The small trailheads within the system (such as Reiling Dredge and Carter Park) have limited capacity and are difficult to access. The large parking areas in Town (such as the Recreation Center, Gondola Lot, and Ice Rink) are easy to find and have more capacity, but can be difficult to access the greater trail system.

This plan recommends additional coordination, infrastructure, and information/branding to encourage trail users to park at existing areas in Town, while also making it easier for them to access the trails from Town.

Related to parking is public transit, as it is an important tool to alleviate the need for parking. To be effective, it needs to be easily accessible, visually noticeable, and transit stops located conveniently.

Many transit stops are currently located along trail portals and trailheads. It is recommended to continue partnering with the ToB and Summit County to increase public transit system support of trailheads and portals to encourage the use of public transportation through Breck Free Ride and the Summit Stage.

Trail access is particularly challenging for winter use due to the inability to access trails without driving for many users. It is important to consider seasonal parking and snow removal for winter use to address this issue.

TRAIL DEVELOPMENT GUIDELINES



CONSERVATION

DOES THE PROPOSED TRAIL:

Avoid sensitive habitat and areas of high quality natural resources?

Minimize new fragmentation of habitat blocks?

Utilize existing roads or disturbance corridors?

Provide an opportunity to decommission roads or other disturbances?



USER EXPERIENCE

DOES THE PROPOSED TRAIL:

Provide new or unique experiences?

Provide an experience that the would benefit and empower individuals with disabilities in open space?

Provide trail access and open space experiences for all age groups?

Improve user experience and circulation?

Reduce potential for user conflict?

Support distribution of users to minimize hot zones?



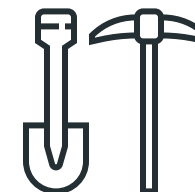
COMMUNITY CONTEXT

DOES THE PROPOSED TRAIL:

Impact the surrounding area either positively and/or negatively?

Provide access to underserved communities?

Create a needed community connection?



MANAGEMENT

CONSTRUCTION, MAINTENANCE, AND MANAGEMENT:

How feasible is construction?

How intense will the maintenance be?

Is the proposed trail compatible with the Management Zone in which it falls?



CHALLENGES & OPPORTUNITIES

Trail Congestion

Trail congestion is a growing concern in Breckenridge and is affecting the experience of guests and residents. There are several management tools for minimizing the effects of the growing population of trail users. These include:

- » Distributed trail usage
- » Identifiable trail loops
- » Directional trails
- » Single-use trails
- » Wayfinding signage
- » User communication regarding etiquette
- » New trail construction

Single vs. Multi-use Trails

Most trails are designated for shared use by multiple user types. This model works in most trail scenarios and gives trail users the autonomy to explore trail routes. In areas of high user conflict or congestion, consider creating single-use trails.

Single-use trails can also be appropriate where the terrain elements or destinations are more suitable for certain trail use types or experiences.

Implementation of single-use trails in existing, mature trail systems like Breckenridge can be difficult. People are already accustomed to existing use patterns, so changing the management will inherently displace some trail users. This displacement may be overcome by providing a similar (or better) trail experience for the displaced group through new, alternative trails.

Within the Breckenridge trail system, it is recommended that more single-use trails be explored in the Frontcountry zone where the potential for high use/conflict is typically greater. This type of management is more appropriate, considering the level of trail density and environmental disturbance that comes with additional trails. Seasonal conditions are another criterium when considering the need and/or relevancy of decisions about single-use trails.

Directional Trails

Directional trails reduce user conflict and sense of congestion. They are not specific to certain user groups, but can be applied to types of users whether bikers, hikers, snowshoers, or skiers. Directional trails are most appropriate in the Frontcountry zone, in areas with high use/conflict, and coupled with the construction of new/alternative trails or loops.



Winter Trail Use

The OST program facilitates all types of allowable winter recreational uses, including fat biking, cross-country or Nordic skiing, backcountry skiing, snowshoeing, etc. Winter trail use has unique considerations due to changing weather and snowfall, limited stopping speeds, reduced usable trail widths, and trail access.

Trail user conflicts can be minimized with increased outreach and education efforts regarding winter-specific etiquette. It may be appropriate to designate winter uses along specific trails, if, and only if, there are alternative trails or loops, so no users are displaced.

Consider strategies to facilitate trail access in a manner that is compatible with road closures and snowplow requirements. This may include coordinating snow removal and storage operations to allow sufficient parking in certain high-use areas, or deliberately plowing small pull-offs where legally permissible areas and parking spots are in low-use areas to facilitate winter trail access.



eBikes & Other Emerging Technologies

eBike users are recognized as a growing group nationwide and subsequently, the demand for e-bike trail access is increasing. According to their most recent directive about eBikes, USFS defers to local entities for making decisions at the local level.

ToB allows Class 1 eBikes on the paved rec path and all classes of eBikes on streets, roads, and designated motorized trails. The USFS has an extensive motorized trail network surrounding Breckenridge, on which eBikes are also allowed. It is important that the OST program coordinates with USFS and Summit County on future policies and continues to keep up to date on eBikes and other emerging technologies.

Trails Workplan

Consider developing a separate Trails Workplan as a living document that identifies community needs for specific trail connection opportunities, access and parking, and allowed trail uses. The Trails Workplan should be reviewed at least annually and updated as trails are constructed, new uses or community needs are identified, and/or land ownership or availability changes. The workplan can also help to identify specific signage needs.







STRATEGIC GOAL #3: ACCESS & INCLUSION



AN INCLUSIVE COMMUNITY

Inclusion & Equity

Since the beginning of the OST program, access has been a priority. As the trail network grew, work was done to ensure that more than 90% of homes in Breckenridge are located within ¼ mile of trail access. However, with ToB's renewed commitment to equity and increased scrutiny on how we define access and inclusion, ToB has recognized that more can be done.

The ToB believes in creating equitable access and inclusion to OST lands, trails, and programs. We hope to share our prized natural environment with everyone in Breckenridge and the Upper Blue River Watershed. The ToB will continue to consider inclusive and equitable practices in its OST program by minimizing barriers and actively seeking opportunities to increase access for users from a variety of backgrounds and needs.



STRATEGIC INITIATIVES

Underserved Communities

ToB will work with members of underserved communities to identify opportunities to better serve our community as a whole with our OST lands, trails, and programs. Consider ways and means to encourage increased enjoyment and learning about nature, the outdoors, and the open space and trails system of Breckenridge.

Continue and expand coordination with regional and local organizations to create a system of collaboration that focuses on underserved communities.

EVENTS AND CONCESSIONAIRES

The ToB partners with several independent commercial and nonprofit organizations that provide opportunities for accessing and learning about the trails and lands in Breckenridge. The program will continue to pursue partners that share the values of inclusion and responsible recreation.

EXISTING PARTNERS AND ORGANIZATIONS

Connect and partner with existing programs and organizations that can help to increase inclusivity and accessibility. Summit County is home to many trusted local organizations that are run by, and serve, community members from diverse backgrounds. We should learn from these organizations and work together collaboratively to improve equity in OST lands, trails, and programs.

REMOVING BARRIERS

Listen to, and work with, members of underserved communities to create programs that remove systematic challenges and increase opportunities for everyone to enjoy the physical and mental benefits of connecting to nature and open space.



Trail Access

Access is a critical element of equity. The ToB remains committed to ensuring that more than 90% of homes in Breckenridge are located within a ¼ mile of trail access, especially as development continues.

Continue to grow and provide trail portals that allow access to the system across the entire community and ensure access to workforce housing neighborhoods.

Coordinate with the Breck Free Ride and the Summit County transit program to provide free access to area trailheads from key transit areas.

PARKING SOLUTIONS

Continue to promote parking in Town and accessing trails from nearby portals. An additional consideration could include the construction of a pedestrian bridge over Hwy 9 at a key location, e.g., associated with the Recreation Center, with the goal to centralize parking and access from Town; and, improve trail connectivity and wayfinding between the

main parking lots and the trail system.

Specific parking strategies may be considered for winter use due to the number of users driving to trailheads. This could include opening up winter-only parking in small clusters or other seasonal specific solutions, where feasible.

Communication

Develop and refine clear communication strategies for messaging to the general public, including underserved communities. Communications may include social media, trailhead kiosk and trail signage, mapping, trail etiquette, and outreach, with consideration of duo or multiple languages. Particular attention should be paid to methods of communications and how information is disseminated. It's important to meet people where they are.

Accessibility

Find opportunities in the trail system to create trails that accommodate a variety of accessible considerations. Refer to the USDA's [Accessibility Guidebook for Outdoor Recreation and Trails](#) for a variety of techniques to address more accessible trail design.

ACCESSIBLE TRAILS

Strive to design and implement a range of accessible trails and trail loops, which may include a variety of different trail distances. Accessible trails should address a variety of mobility challenges, and include specific considerations for grade, surface, and obstacles in their design.

Ambassadors & Friends of... Groups

Employ OST ambassadors within communities that historically were not included to learn from their insight and experience and share information at events in multiple languages, including passing out trail maps.

OST FRIENDS GROUPS

Continue to foster Friends of Open Space and/or Trails Groups established around a common interest and promote inclusivity within those groups.



CHALLENGES & OPPORTUNITIES

Inequity in our Breckenridge community can affect the access to OST lands, trails, and programs. ToB must consider input directly from a diversity of community members and involve individuals in planning any programs impacting them. The following should be contemplated in the planning and design of the future system:

- » People of different backgrounds and economic circumstance have unique needs in utilizing open spaces, trails, and programs.
- » Public outreach must consider the variety of audiences, access to technology, and means of communications.
- » Acknowledgment of people who came before the mining settlers, specifically indigenous peoples.
- » Where feasible, we provide a range of accessible trails.
- » Evaluate opportunities through partnerships and area organizations to develop a shared gear or equipment library for individuals and groups to borrow outdoor gear equipment with as few barriers as possible.



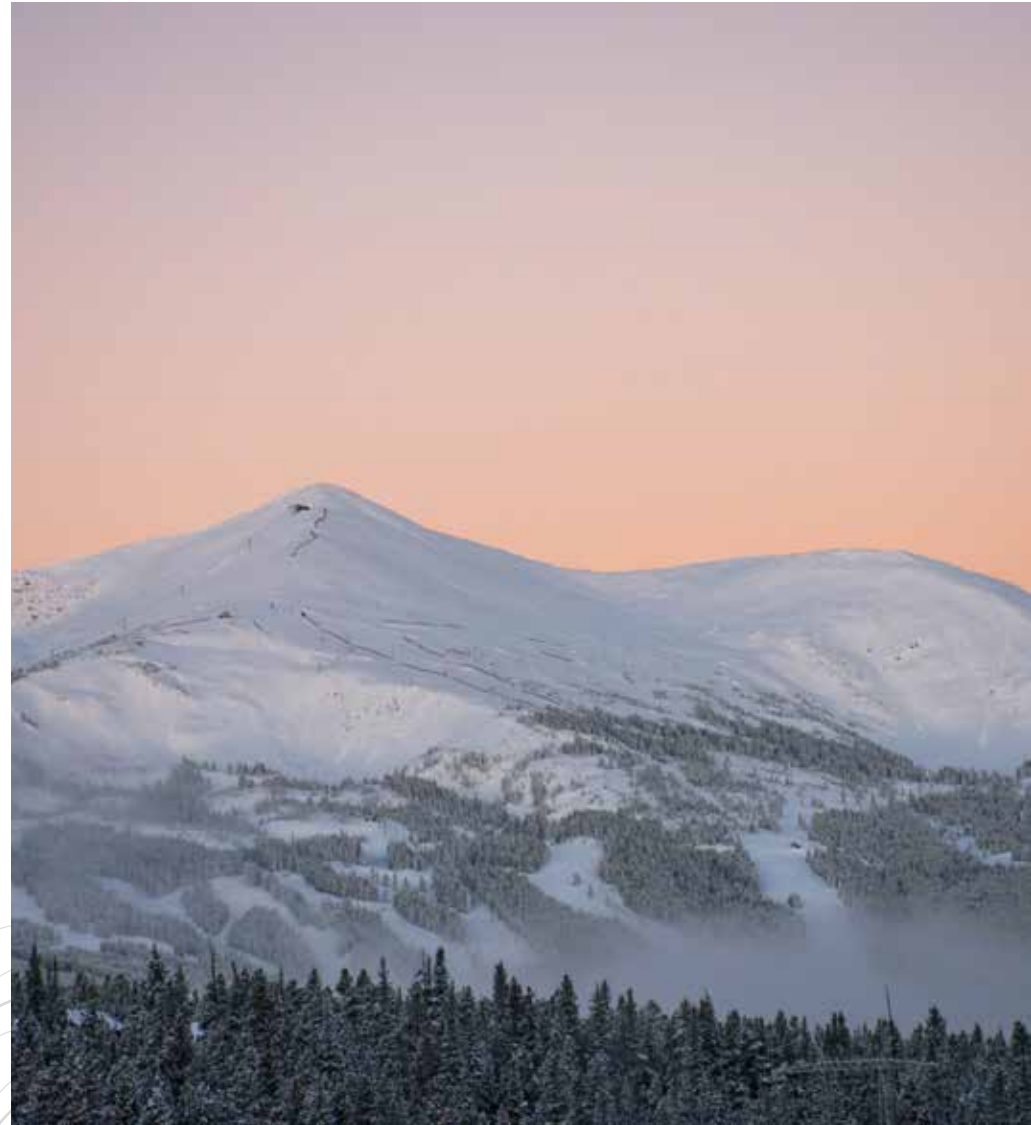


STRATEGIC GOAL #4: STEWARDSHIP

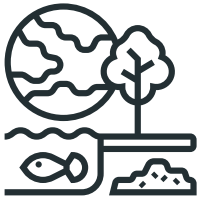


OPEN SPACE STEWARDSHIP

The Town of Breckenridge Open Space program has grown to be a robust system of lands and trails that preserve important ecological and scenic values, while providing world-class opportunities for outdoor recreation. Another important element of the system is the ongoing stewardship of these resources to maintain a resilient natural ecosystem in the face of increasing human pressure and climate volatility.



OPEN SPACE STEWARDSHIP (CONT.)



HABITAT PROTECTION

Wetland and riparian habitat protection

Maintain large blocks of habitat

Integrate ToB open space with other open space systems

Wildlife habitat and movement corridor protection



TRAIL PLANNING & DESIGN

Avoid wetland and riparian habitat

Avoid sensitive wildlife habitat and corridors

Minimize new habitat fragmentation

Consolidate and cluster trail density

Include habitat enhancement

Avoid viewsheds and visual disturbance



STREAM RESTORATION & ENHANCEMENT

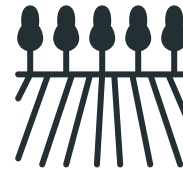
Large-scale river restoration

Small-scale stream restoration

Closure and removal of roads and trails

Wetland enhancement and mitigation

Restore floodplains and riparian corridors



MINE RECLAMATION

Partners with Summit County, USFS, Colorado

Division of Reclamation, Mining and Safety

Identify and close mines shafts, adits, and pits in close proximity to trails



MANAGEMENT & MONITORING

Ecological Management

Ecological Monitoring

Land Management

Forest Health

Invasive Species Control

Wildlife Surveying and Monitoring

Groundwater Monitoring



STRATEGIC INITIATIVES

Habitat Protection

Habitat Protection is a critical part of the OST program. This includes wetland, river, and forest habitats that are important to a variety of plants and wildlife. Any restoration and enhancement efforts should consider the historical context and resources in the area; they should be planned to protect, maintain, and enhance ecological values, with due consideration of the historical context of the area.

Trail Planning & Design

The trail design and development framework integrates stewardship into the considerations for all new and existing trails.

Stream Restoration & Enhancement

Ranging from historic mining practices to recent developments, the legacy of human use and development on the landscape is evident, and in some cases, has left streams and riparian habitat in an impaired condition. However, natural systems can be resilient, and can be restored to improve their ecological function.

Seize opportunities for the restoration and enhancement of degraded streams and riparian habitat.

Mine Reclamation

Work with partners at Summit County, USFS, Colorado Division of Reclamation, Mining and Safety, and others on efforts to identify and clean up mine-impacted areas and exposed mine shafts and adits, particularly near public trails where safety and environmental health are top priorities.

Management & Monitoring

The forests around Breckenridge require active management to mitigate future impacts of fires, habitat loss, and loss of forest health. Invasive species, including noxious weeds and forest pathogens, can become a significant problem when there are new ground disturbances, including trails, roads, and forest management projects.

Proactive prevention of weed establishment is the most successful and cost-effective weed management tool. This effort must be continued during any trail or forest health project that creates disturbance.

ECOLOGICAL MONITORING

Proper stewardship of natural and cultural resources on open space requires routine and ongoing monitoring and the development of parcel- or area-specific management plans.

Ecological management plans should identify specific resource values of an area, potential threats to those values, and specific management measures that can be taken to protect values and mitigate the threats.

Ecological monitoring can be accomplished by open space staff, partner organizations, contractors, and volunteers, but needs to be well-organized and designed to collect the right information at the right times in the right locations to be effective. Ecological monitoring should continue to be a priority for the open space program and should be increased over time to manage a healthy and resilient ecosystem in the face of many outside pressures.



FOREST HEALTH

Continue to work closely with key partners, including Summit County, local fire districts, Colorado State Forest Service, and the USFS to plan and implement coordinated forest mitigation projects on open space and public lands adjacent to existing communities. While the primary objective is wildfire mitigation and fuels reduction, these projects should also be designed to maximize open space benefits, including improvements in wildlife habitat diversity, watershed protection, and recreation opportunities.

INVASIVE SPECIES

Noxious and invasive weeds are a significant problem where there are new ground disturbances, including trails, roads, or forest management projects. Utilize an integrated weed management program (strategically using any combination of mechanical, cultural, biological, and chemical controls, as appropriate) to reduce the opportunities for noxious and invasive weed establishment and dispersal throughout the system.

Partnerships

With OST staff striving for seamless management of Breckenridge landscapes and trails with Summit County and the USFS, the value of partners in open space stewardship cannot be overstated. The ToB has a long and important partnership with Summit County, guided by two inter-governmental agreements (IGAs) for land acquisitions and trails. Through that partnership, the ToB has been able to leverage resources and preserve lands and trails on a scale that would not have been possible otherwise.

The ToB has long-standing partnerships not only with Summit County, but also the USFS. There is a mosaic of public ownership within the Upper Blue River Watershed. Together with Summit County and the USFS, the ToB partners on land management activities within the Golden Horseshoe area east of Breckenridge. Additionally, partners include the Colorado State Forest Service (CSFS) and Colorado Parks and Wildlife (CPW) as part of the Golden Horseshoe Oversight Committee, and are directed, in part, by the [2012 Golden Horseshoe Management Plan](#).

Cucumber Gulch Preserve

In its unique geological and ecological setting, and its diversity of forested, meadow, shrubland, and wetland habitats, Cucumber Gulch Preserve is home to a diverse assemblage of species. The Preserve encompasses 139 acres total, with 57 acres of wetlands and 82 acres of upland.

Several types of wetlands are present, including globally rare ferns and ecologically valuable beaver meiers. Upland areas are dominated by spruce and pine forests but also include shrubland and meadow lands. It is not a single habitat type that makes the Preserve such a biodiversity hotspot, but the mosaic of habitat intermix throughout.

Considering the importance to the ecosystem, community, and OST program, Cucumber Gulch Preserve should be managed as its own Stewardship program. Stewardship efforts should include ongoing monitoring and research of wildlife; wetlands, groundwater monitoring; human disturbance; outreach and education programs; and management of trail users and visitors to reduce human impacts.



CHALLENGES & OPPORTUNITIES

High Use Areas

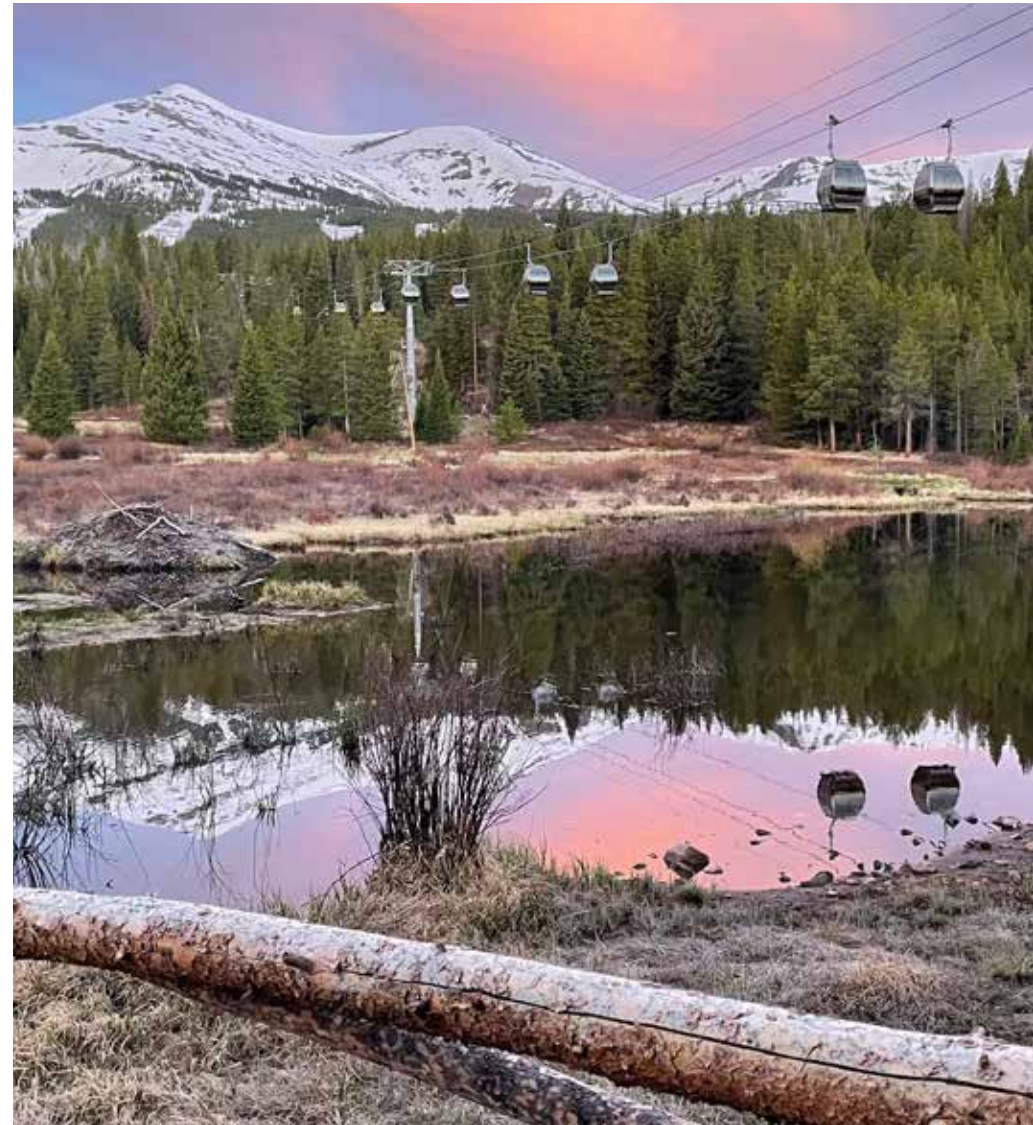
Stewardship is particularly challenged in high use areas. The OST program will minimize the impacts of these areas through dispersed use strategies, trailhead amenities, restoration techniques, and communication strategies.

Forest & Watershed Health

The forests and watersheds within and around the OST program area are challenged in many ways due to aging/dense forests, climate change, invasive species, and disease impacts. The program must consider these dynamic elements in its approach to caring for the lands within the Upper Blue River Watershed.

Partnerships

The OST program relies on many partnerships to maintain a high level of stewardship, including Summit County, USFS, and several volunteer organizations. The costs and efforts of maintaining the OST program are shared across these key partners.





KEY COMPONENTS



COMMUNICATION

The dissemination of information about open space and trails can take many forms, from online mapping, media in many forms, and signage. A successful communication strategy is critical to improve trail etiquette, wayfinding, trail use distribution, and overall user experience.

Wayfinding & Signage

One of the biggest challenges with the existing trails is that it is difficult for trail users to access and find their way through the trails system. This contributes to overcrowding in certain areas and the informal creation of unauthorized social trails.

Improved wayfinding and signage are essential to make it easier for all trail users to understand the trail system, identify their location, and make choices about easy-to-find routes, preferred loops, and intended experiences.

Trail users typically do not differentiate between Town, County, or USFS managed lands. Coordination and consistency of signage across these lands is essential to ensure a seamless experience for the users.



Signage Guidelines

TRAIL ENTRY

A consistent design and “look” of the signs is visually attractive and is inviting to trail system visitors. Address key issues of loop trail mapping, loop identification, and trail etiquette. Consider the use of multiple languages and universal icons.

TRAIL INTERSECTIONS

Signs need to be simple but informative, and should minimize visual clutter. Most visitors will only scan the signs for a few seconds before heading down the trail.

As the trail system is updated and new trails are built, work to consolidate and minimize the number and frequency of trail intersections, thereby reducing visitor confusion and the need for signage.

ORIENTATION/WAYMARK SIGNS

Consider using simple colors or icons to indicate major routes or loops to provide visitors on those routes a simple way to identify and continue along the correct trail.

DIFFICULTY RATING

Difficulty ratings may be used to provide visitors with options that are consistent with their skills and expectations (most commonly used for technical bike trails or difficult hiking trails). Include estimated time for routes to better inform visitors on the trail difficulty.

TRAFFIC

Evaluate potential users, as well as interactions with other users and seasonal traffic patterns on trails. Speed and rights-of-way are important considerations to include in signage.



Digital Communication

Largely due to the popularity of trails, many websites and third-party apps that help inform users about trails are available within the marketplace (mtbproject.com, trailforks.com, alltrails.com, etc.). For a multitude of trails across the nation, they provide information such as level of difficulty, length, single or double track, highest and lowest elevation, the number feet up and down, and average and maximum grade.

It is suggested that the ToB embraces this type of technology by either partnering with third party entities, or creating and managing its own social media channels that are controlled by OST staff.

An effective digital tool is the use of QR codes at signage locations. It provides the user with quick access to information that is often too lengthy to present in print form on a sign or even a map. QR codes can be limiting due to cell coverage, access to technology on trail, and time it takes to utilize the cell phone at an intersection.



Etiquette & Education

Trail etiquette is respectful behavior, being considerate towards other trail users, and understanding common trail rights-of-way. Continued and proactive communication about trail etiquette is essential and an ongoing endeavor.

Educating the public about various aspects associated with the use of trails is very important. The experience and knowledge base of users are vastly diverse, especially between visitors that may come from very different places with different conditions, first time visitors, and residents that have grown up with trails for most of their lives.

An Ambassador for OST can be a powerful tool to help convey and educate people about the natural environment as well as proper etiquette and respectful behavior. Ambassadors would not be an enforcement measure, rather a friendly face on the trail that can help improve user experience through kind interactions and helpful tips regarding etiquette on the trail.

OST Rangers may be considered if trail use and etiquette needs a more enforcement-based approach in the future. Rangers would have authority to issue warnings and citations regarding inappropriate use, littering, etc.



OST Program Branding

As part the planning process for the OST Master Plan, a brand was developed to create greater awareness, more participation, and pride within the community. The goal was to develop an identity that could be used not only for the master planning process, but that could live on and serve as the OST program identity. The next phase of this branding will be to implement OST branding into signage and other communications.

Similar to all types of branding, an important principle to follow with branding the OST trails is consistency in terms of graphics, messaging, and application. From a trail design point of view, trail loops can be very effective as a tool to brand the OST trail system. This is especially so with descriptive trail loop names and being highlighted distinctively on maps and signage.



OST FUNDING

Background

In 1996, a Town sales tax measure was proposed to generate revenue to purchase open space and protect one of the Town's most precious assets: its open spaces and mountain vistas. The 0.5% permanent sales tax was approved by voters and the Town's OST program was founded the following year in 1997.

The ToB's early investments in open spaces and trails have generated large dividends for its residents, visitors, and businesses. Access to open spaces and trails improves opportunities to recreate, promotes physical fitness, builds social connection, promotes education and awareness, and improves connection with the natural environment. These impacts to quality of life are an important factor in people's decisions to live in Breckenridge. According to the results of the Breckenridge Expectations 2021 community survey, access to parks, trails, and open space should be the highest priority for the Town, followed closely by maintaining recreation opportunities.¹

¹ RRC Associates and Town of Breckenridge. 2021. *Breckenridge Expectations 2021 Survey*.

SUMMARY OF OST CAPITAL BUDGETS

Highlights investment needs that exceed the program's financial capacity so that other funding strategies can be developed, usually as part of a capital investment plan (CIP).

Updated annually and takes a five- to ten-year view that includes information on every planned investment that physically improves the program's portfolio of open space and trails. Realizes increasing real estate, employment and materials costs in planning.

Capital projects can be prioritized based on the OST Master Plan, feedback from BOSAC, the Town Council, the community, and the public.



Other Funding Opportunities

MAINTAIN AND DEVELOP STRATEGIC PARTNERSHIPS

The OST program can make its existing resources go farther with strategic partnerships. The program already manages several important strategic partnerships for activities like land acquisition, land management, and habitat and stream restoration. Continuing these partnerships and establishing new ones will help further leverage existing financial resources.

Maintain and enhance partnerships with local, state, Federal, and other strategic partners to better leverage existing funds.

Explore new partnerships with groups and organizations with missions that are aligned to the OST program.

DIVERSIFY FUNDING SOURCES

While there is a strong linkage between the use of the ToB's open space and sales tax revenue received by the OST program, it is still important to diversify funding streams when it is reasonable to do so.

STATE AND FEDERAL RESOURCES

Colorado has many state-level funds available for open spaces and trails, including [Great Outdoors Colorado](#) (GOCO), the [Colorado Water Conservation Board](#) (CWCB), [Colorado Parks and Wildlife](#) (CPW), and others.

Federal grants are also available for a variety of open space and trail projects.

TRAIL CONCESSIONAIRE PROGRAM

The Trail Concessionaire Program, administered by OST staff, involves both commercial entities and nonprofits who secure license agreements with the ToB for use of OS&T, which excludes joint County trails or lands.

DEDICATION ORDINANCE

The ToB's Park Lands, Open Space, and Recreational Sites Dedication Ordinance requires developers of new developments to dedicate land for purposes of recreation and conservation. The specific acreage requirement needs regular review and updates to ensure it is aligned with current levels of service, and designed to dedicate adequate open space or payments in lieu to offset new development's impacts.

This type of ordinance is typically administrated by a town's Planning Department for the benefit of the OST program. It is essential to ensure coordination between OST and other ToB departments about proposed land dedication that may result in OST having to manage and maintain the land.





STAFFING & ADMINISTRATION

Operations Objective

The objective of the staffing and organizational model for the OST program is to fulfill the program's mission of preserving lands that define and enhance the unique mountain character of the Town while maintaining quality of life for current and future generations. To achieve this objective, the program has a manager and staff that oversee its day-to-day and long-term operations. In addition, the program is supported on strategic and operational issues by BOSAC and the Town Council as discussed in more detail, below.

TOWN COUNCIL

The Town Council assumes all the powers vested in the Town. As a result, the seven-member council performs a wide range of roles and duties, which include setting policy, enacting legislation, approving department plans and annual department budgets, approving municipal borrowing, and overseeing department operations. The Town Council receives feedback from the BOSAC as well as the OST program.

BOSAC

The Breckenridge Open Space Advisory Commission (BOSAC) is a six-member citizen advisory commission appointed by the Town Council. In addition, a Town Council member is appointed annually as the seventh member to serve as the Town Council liaison. In essence, BOSAC represents the Breckenridge community and serves as a sounding board for OST program activities.

BOSAC receives regular updates about the OST program and advises Town Council on expenditures of open space funds, including matters of open space and trails acquisitions, protection, and management. During the BOSAC meetings, OST staff provides a summary of activities and participates in discussions. BOSAC members must be Town residents or elected officials.



OST MANAGER

The program's day-to-day operations are managed by the OST Manager, who oversees the entire program. The OST Manager performs complex open space and trail planning, land acquisition, and land management duties in accordance with the Town's guiding documents.

OST COORDINATOR

The OST Coordinator conducts professional and administrative level duties, including designing and implementing natural resource preservation and protection projects, coordinating management plans, site planning, and natural resource efforts with staff, contractors, partners, and regulatory agencies.

OST OPERATIONS SUPERVISOR

The OST Operations Supervisor conducts field-based duties and oversees the technical operations of trail design, construction, and maintenance projects.

OST OPERATIONS LEAD

The OST Operations Lead is responsible for the design, implementation, oversight of OST field projects and services, including the leadership and oversight of Open Space Technicians and volunteers.

OST TECHNICIANS

OST Technicians are seasonal staff responsible for a variety of tasks, including general trails construction and maintenance, monitoring and inventorying natural resources and public use of open space and trails, installing and maintaining signs, fences, and boundary markers; overseeing volunteers on restoration and trail improvement projects; and maintaining tools and equipment.

OST NATURALISTS

The OST Naturalists are seasonal staff who lead guided hikes, staff interpretive stations, observe wildlife, and gather data, with a particular focus on Cucumber Gulch Preserve. Hikes are generally offered once per day during the summer months. The Naturalists also focus on ambassadorship on trails where user conflicts are possible. In addition, they compile end-of-season data on Cucumber Gulch Preserve.

VOLUNTEERS

Volunteers also provide support to the OST program through work-day and adopt-a-trail opportunities. Individuals, organizations, and businesses can volunteer to assist with open space and trail projects through single work-day opportunities. The Friends of Breckenridge Trails is the OST's active volunteer program.



OST Headquarters

Managing an open space and trails program as extensive as that of Breckenridge can only benefit from an administrative and operations headquarters center. This is largely due to the OST program's growing need for physical space for operations. For that reason, it is suggested to begin considering plans for a dedicated OST headquarters building complex to contain staff, vehicles, and tools.

Included in such a building should be meeting space and places to interact with the public. In fact, as the OST program grows, and as staffing increases, there is an incredible opportunity to be more forward-facing with the public. Consequently, relevant ideas to explore as part of an OST headquarters center are a front desk/information center, interpretive and interactive displays, as well as a gathering space for presentations.





ACKNOWLEDGEMENTS



Thank you to numerous members of the community that participated in the Breckenridge Open Space & Trails (OST) Master Plan through interviews, participation in a focus group, attending a public meeting, and/or completing a survey. This planning effort would not have been possible without the leadership and guidance provided by Breckenridge Town Council, the Breckenridge Open Space Advisory Commission (BOSAC), and Town staff. More specifically, the following individuals are acknowledged for their time and energy allocated to this Master Plan.

Town Council Members

Mayor Eric Mamula, Mayor
Jeffrey Bergeron, Mayor Pro Tem
Erin Gigliello
Dick Carleton
Kelly Owens
Dennis Kuhn
Carol Saade
Jay Beckerman (2022 newly elected)
Todd Rankin (2022 newly elected)



Staff

Anne Lowe, Open Space & Trails Manager
Scott Reid, Director of Recreation
Zara Hickman, Open Space & Trails Coordinator
Tony Overlock, Open Space & Trails Operations Supervisor
Joel Dukes, Open Space & Trails Operations Lead

BOSAC Members

Duke Barlow, Chair
Nikki LaRochelle, Vice Chair
Matt Powers
Ian Hamilton
David Rossi
Chris Tennial
Erin Gigliello (Town Council Liaison 2021 - 2022)
Krysten Joyce (2022 newly appointed)
Bobbie Zanca (2022 newly appointed)
Jeffrey Bergeron (Town Council Liaison 2022 - 2023)

Prime Consultant

DTJ DESIGN

Bill Campie, Principal in Charge
Francois de Kock, Project Manager

Subconsultants

Ryan Short, CivicBrand
Bill Mangle, ERO Resources
Michael Verdone, BBC Research

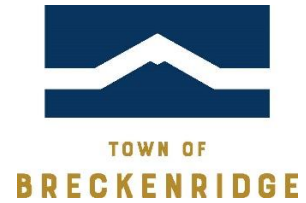




BRECK

OPEN SPACE & TRAILS





Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: March 22, 2023
Subject: Planning Commission Decisions of the March 21, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, March 21, 2023:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Engle Residence Addition, 102 New England Drive, PL-2023-0044

A proposal to add a 1,150 sq. ft. addition consisting of an enlarged kitchen, breakfast nook, two bedrooms, and two bathrooms. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Engle Residence
 Addition, 102 New
 England Drive



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:32 pm by Chair Frechter.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Susan Propper
Ethan Guerra	Steve Gerard	Elaine Gort	

APPROVAL OF MINUTES

Mr. Leas would like it noted that he would like the Commission to receive gondola lot plans as soon as they are available because they are many pages which is difficult for him to review in the given timeframe.

With the suggested changes, the March 7, 2023 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the March 21, 2023 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments

CONSENT CALENDAR:

1. Engle Residence Addition (CC), 102 New England Drive, PL-2023-0044

Mr. Gerard: With this remodel they will have one additional bedroom and one additional bathroom, does this property hold a short-term rental license? (Mr. Cross: It does not hold a license to my knowledge.) I note this because in other communities it is apparent that properties with short-term rental licenses are expanding to increase capacity. It will also be difficult to get equipment to this location, how will trees be protected and how with the lot be fenced since there is no disturbance envelope? (Mr. Cross: The lot will be fenced at the setbacks for this project and trees will be individually protected with fencing. Prior to the building permit issuance, I will inspect the site to ensure trees are protected. Engineering will also be able to state if they would like the fence to be in a specific location.) The driveway slope is 12 percent and above the allowed 8 percent. (Mr. Cross: This property was originally developed in the County and was annexed into the Town so the existing driveway does not meet our standards. Because this addition is not affecting the driveway they are not required to come into compliance with the current driveway slope standards. Engineering has reviewed this application and agrees they do not need to make the driveway come into compliance.)

Mr. Leas: These drawings are difficult to read and understand the design intent. (Mr. Cross: It can be difficult how the architect is showing existing versus proposed.) I am used to seeing the existing versus proposed elevations separately that clearly show the intended design.

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

OTHER MATTERS:

1. Capacity Analysis

Ms. Puester presented an overview of the recent capacity analysis and dashboard for the Town. The Commission was asked for questions or comments.

Commissioner Questions / Comments:

- Mr. Gerard: Are the dips and data fluctuations being analyzed? (Ms. Puester: Yes, these are being looked at by Staff.) One large uptick there by lodging. (Mr. Kulick: That is snow-sculpture weekend. Generally, the largest visitation day of the year.)
- Mr. Leas: What is the Town's perspective about capacity? (Ms. Puester: There is no magic number for capacity but we will be using the data to make management and program decisions, like implementing different strategies for parking or transit for example.) The largest visitation days are ski days, this puts the Town at odds with Vail Resorts who wants to maximize visitors to the ski area. (Ms. Puester: I don't think that we consider this to be at odds with Vail Resorts; skiing is part of our community. There is no specific definition of capacity at this time; this is a way to analyze future decisions and maybe direct people to certain areas or limit events and so on through programming changes.)
- Ms. Propper: Is there a date for when the future counter will be installed and when the study will be repeated? (Ms. Puester: We will update this every year and can change monitoring to be more frequent if we recognize trends that we want analyze more in real time. Also, I believe the south end traffic counter will be installed this summer.)
- Mr. Frechter: Could this data be collected monthly? (Ms. Puester: We could.)
- Mr. Leas: What was the cost of the study? (Ms. Puester: It was approximately \$25,000 to make the initial dashboard. It costs \$6,000 approximately to update each time in today's cost.)
- Mr. Gerard: How does the Council foresee sharing this with the public? (Ms. Puester: Right now, it is not accessible to the public. It would need a more user-friendly format and more context to be used by the public. We haven't discussed that much to date however I have presented it to other groups.)
- Mr. Frechter: I think about the mobile data and see how the cellular grid is used by 80 percent visitors. This is something that can disrupt the livelihood of businesses in town and safety when calls can't be made. I hope there is consideration for things that could improve this.
- Ms. Gort: Can we see the traffic counter? (Ms. Puester: It is embedded in the pavement at Hwy 9 and Tiger Rd.)

2. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:16 pm.

Allen Frechter, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

March 2023

March 23rd, 2023		BTO Retreat	9:00am - 10:00am
Tuesday, March 28th, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

April 2023

April 6th, 2023	Council Chambers	BTO Summer Preview	8:30am - 10:00am
April 11th, 2023	Rec Center MPR Room	Single Use Plastic Roundtable	9:00am - 10:00am
Tuesday, April 11th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, April 25th, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

May 2023

Tuesday, May 9th, 2023	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Tuesday, May 23rd, 2023	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

March 27th, 2023	Open Space & Trails Meeting	5:30pm
March 28th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
March 31st, 2023	Breckenridge Creative Arts	Noon
April 4th, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
April 5th, 2023	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
April 11th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
April 12th, 2023	Breckenridge Heritage Alliance	Noon
April 13th, 2023	I-70 Coalition	3:30pm
	Upper Blue Sanitation District	5:30pm
April 17th, 2023	Social Equity Advisory Commission	7:30am
April 18th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
April 19th, 2023	Summit Combined Housing Authority	9:00am
April 24th, 2023	Open Space & Trails Meeting	5:30pm
April 25th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
April 27th, 2023	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm



Scheduled Meetings

Shading indicates Council required attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

May 2nd, 2023	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
May 3rd, 2023	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
May 9th, 2023	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
May 10th, 2023	Breckenridge Heritage Alliance	Noon
May 11th, 2023	I-70 Coalition	11:30am
	Upper Blue Sanitation District	5:30pm
May 15th, 2023	Social Equity Advisory Commission	7:30am
May 16th, 2023	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
May 25th, 2023	Transit Advisory Council Meeting	8:10am
	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am
	QQ - Quality and Quantity - Water District	10:00am