TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, May 13, 2025, 2:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: https://us02web.zoom.us/j/82918442465 (Telephone: 1-719-359-4580; Webinar ID: 829 1844 2465).

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

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

PLANNING COMMISSION DECISIONS

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

ORDINANCE APPROVING NICOTINE FLAVOR BAN (SECOND READING)

CUCUMBER CREEK ESTATES EXTENDED VESTING DEVELOPMENT AGREEMENT (FIRST READING)

III. MANAGERS REPORT (2:20-2:45PM)

PUBLIC PROJECTS UPDATE

MOBILITY UPDATE

SUSTAINABILITY UPDATE

HOUSING UPDATE

OPEN SPACE UPDATE

COMMITTEE REPORTS

FINANCIALS

BRECKENRIDGE EVENTS COMMITTEE

HR STAFFING QUARTERLY UPDATE

IV. OTHER (2:45-3:15PM)

AMENDMENT TO ADMINISTRATIVE RULES AND REGULATIONS REGARDING DRONE OPERATION

V. PLANNING MATTERS (3:15-5:00PM)

RUNWAY NEIGHBORHOOD MASTER PLAN TOWN PROJECT HEARING

BUILDING 101

TOWN CODE CHAPTER 12 EXTERIOR LIGHTING AND LUMEN PER ACRE ANALYSIS

TOWN CASH FLOW REVIEW

RUNWAY NEIGHBORHOOD DEVELOPER FEE AND BUDGET

VI. EXECUTIVE SESSION FOR LEGAL ADVICE, NEGOTIATIONS, AND PROPERTY ACQUISITIONS (5:00-6:00PM)

Memo

TOWN OF BRECKENRIDGE

To: Breckenridge Town Council Members

From: Mark Truckey, Director of Community Development

Date: May 7, 2025

Subject: Planning Commission Decisions of the May 6, 2025 Meeting

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DECISIONS FROM THE PLANNING COMMISSION MEETING, May 6, 2025:

CLASS A APPLICATIONS:

1. Imperial Hotel, BGV Parcel 4, 1599 Ski Hill Rd., PL-2024-0475

A proposal to construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, "The Imperial Hotel & Private Residences." The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA). *Approved, see subsequent memo.*

CLASS B APPLICATIONS:

1. Sabor A Michoacan Large Vendor Cart, 13445 State Hwy 9, PL-2025-0059

A proposal to place a new 100 sq. ft. vendor cart in the Breckenridge Building Center parking lot. *Approved, see subsequent memo.*

2. BGV Parcel 5 Residential Lots Subdivision, Lot 5 Peak 8 Subdivision; PL-2025-0047

A proposal to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the eventual subdivision of this lot into two single-family residential lots. Two single-family lots, with disturbance envelopes, density limitations, private access easements, public access easements, and utility easements are proposed. *Approved, see subsequent memo.*

CLASS C APPLICATIONS:

1. Spies Residence Addition, 101 Klack Rd., PL-2025-0070

A 1,352 sq. ft. addition to an existing 3,908 sq. ft. single family residence with four (4) bedrooms, five (5) bathrooms, and a two car garage. The proposal includes one bedroom, two bathrooms, a new great room, new front entry and deck, a new rear deck and an expanded garage with additional storage. Additionally, this proposal includes one new fireplace for a total of three gas-connected fireplaces, one new gas-connected grill, and a hot tub. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Sarah Crump, AICP, Senior Planner

Date: May 7, 2025 (for meeting of May 13, 2025)

Subject: Breckenridge Grand Vacations (BGV) Imperial Hotel and Private Residences (Parcel 4) Class A Development Planning Commission Approval Summary

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This Class A application proposes construction of a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, "The Imperial Hotel & Private Residences." This project was described as Parcel 4 in the approved 2024 Development Agreement between the Town and BGV. The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and dedicated program area for the Breckenridge Outdoor Education Center (BOEC). Required parking will be located in an underground garage. The project also includes a variance for required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA).

The development will be 219.98 SFEs total or 270,252 sq. ft. of density out of an allowed 220 SFEs. Including underground parking and indoor amenities the project will have a gross floor area of 408,775 sq. ft.

The Planning Commission reviewed this proposal at preliminary hearings on January 7, 2025, March 4, 2025, and at a final hearing on May 6, 2025. The Commission found the project meets all requirements of the Development Agreement, Peaks 7 & 8 Master Plan, and applicable Absolute and Relative Policies of the Development Code. The Planning Commission modified the assigned point analysis on the floor, reducing the points from positive six (+6) to a passing score of positive four (+4) points under the relative policies. The project was deemed ineligible for positive two (+2) points under Policy 33/R Energy Conservation on the floor. The Commission approved the application with a vote of 6-0 with modified findings and conditions which removed the energy conservation related condition.

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

Planning Commission packet and additional information here.

Memo

To: Town Council

From: Clif Cross, Planner II

Date: May 7, 2025 for meeting of May 13, 2025

Subject: Sabor a Michoacan - Large Vendor Cart, 13445 CO State Hwy 9; PL-2025-0059 Planning Commission Approval Summary

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A Combined Hearing for the Sabor a Michoacan Large Vendor Cart, located at 13445 CO State Hwy 9, was held by the Planning Commission on May 6, 2025. The application proposes operating a 100 sq. ft. large vendor cart in the parking lot of the Colorado Building Supply (formerly known as the Breckenridge Building Center).

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year Development Permit (the maximum permitted under the Code) was approved by a 6-0 vote of the Commission.

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

Link to the Planning Commission Packet

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Sarah Crump, AICP, Senior Planner

Date: May 7, 2025 (for meeting of May 13, 2025)

Subject: Breckenridge Grand Vacations (BGV) Parcel 5 Peak 8 Single-Family Lots Subdivision - Class B Development Planning Commission Approval Summary

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This Class B application proposes to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved 2024 Development Agreement between the Town contemplated the eventual subdivision of this lot into two single-family residential lots. The Peaks 7 & 8 Master plan was previously amended to assign single-family residential uses and density to this location.

The proposed subdivision plat creates two single-family lots, each approximately one-half acre. The lots have platted disturbance envelopes and future residences will be required to meet total density limitations of 7,500 sq. ft. and pay 1.25 times the current water plant investment fee (PIFs) at the time of construction. Easements delineated on the proposed subdivision plat include: a non-exclusive vehicular and pedestrian access easement granted to the ski area, a non-exclusive private sewer line easement granted to the ski area, an existing turn-around easement for Summit County, and a non-exclusive general public pedestrian and recreational use easement granted to the Town.

The Planning Commission reviewed this proposal at a combined final hearing on May 6, 2025. The project meets all requirements of the Development Agreement, Peaks 7 & 8 Master Plan, and applicable policies of the Subdivision Code. No points were assigned under the Relative Policies. The Commission approved the application with a vote of 6-0.

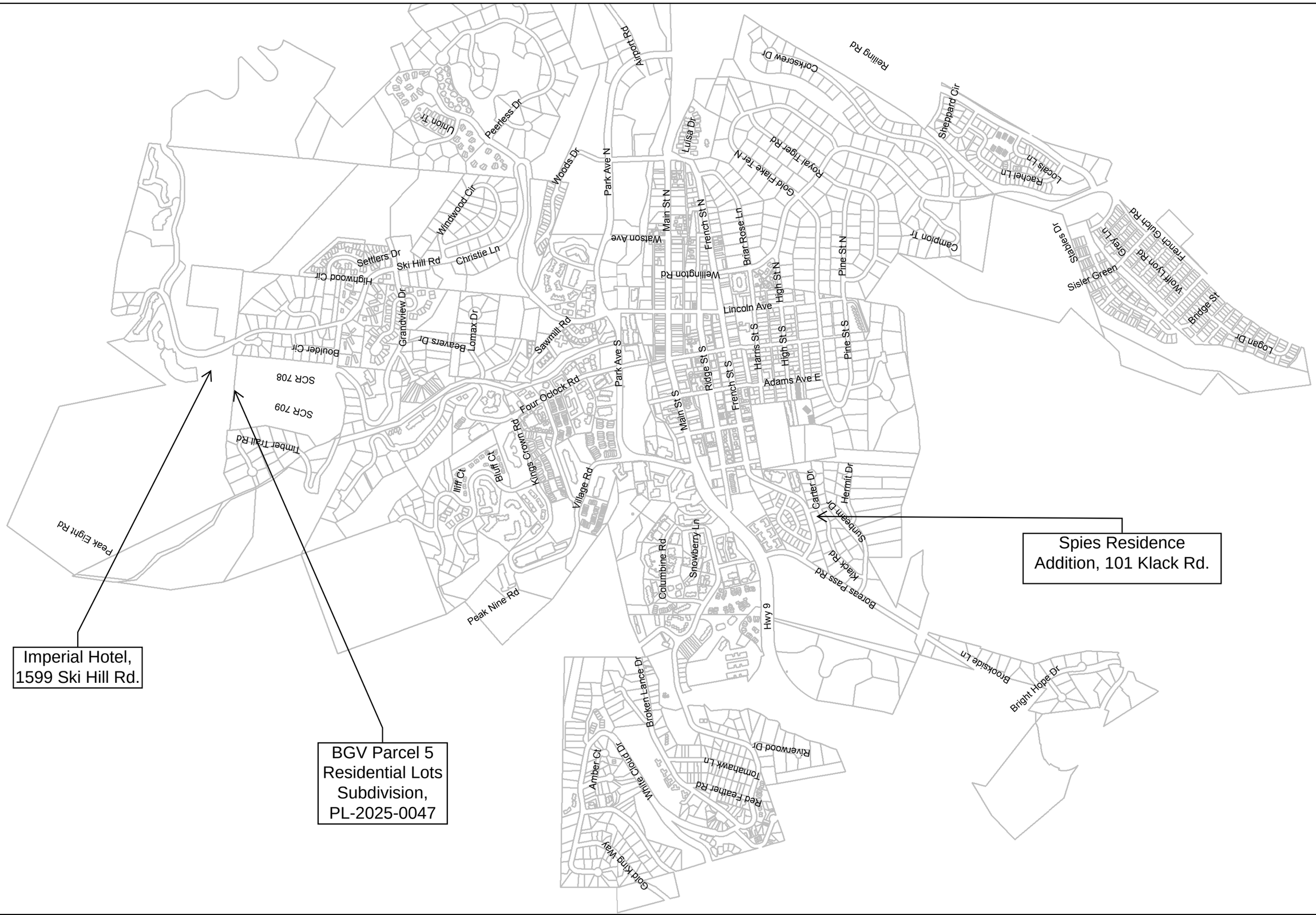
Staff will be available at the meeting to answer any questions.

Planning Commission packet and additional information here.

TOWN OF BRECKENRIDGE PUBLIC WORKS

Breckenridge North

NOT TO SCALE



NOT TO SCALE

Breckenridge South

TOWN OF BRECKENRIDGE PUBLIC WORKS

PLANNING COMMISSION MEETING

These meeting minutes were produced with the assistance of AI technology.

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

ROLL CALL

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

APPROVAL OF MINUTES
With no changes, the April 15, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA
With no changes, the May 6, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:
1. Spies Residence Addition (CC), 101 Klack Rd., PL-2025-0070

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

FINAL HEARINGS:
1. Imperial Hotel, Breckenridge Grand Vacations (BGV) Parcel 4 (SVC), 1599 Ski Hill Rd., PL-2024-0475
Ms. Crump presented a proposal to construct a mixed-use hotel, condominium, townhome, and commercial development at the base of Peak 8, "The Imperial Hotel & Private Residences." The project will consist of 36 hotel units, 59 condominium units with 76 lock-offs (23 whole ownership with 22 lock-offs and 36 fractional ownership with 54 lock-offs), and 9 townhome units. The project will include guest amenities and commercial areas: resort guest services, market, restaurant, bar, commercial kitchen, pools and spas, arcade, theaters, etc. Space is also allocated to provide administrative offices for Vail Summit Resorts, Inc. (VSRI) and program area for the Breckenridge Outdoor Education Center (BOEC). Parking will be located in an underground garage. The project also includes a variance for required drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preserve and Preventative Management Area (PMA).

<u>Applicants: Mike Dudick and Graham Frank of Breckenridge Grand Vacations, Bill Campie, DTJ Designs, and Andy Peters, Attorney Representative</u>

The applicants discussed the design progress and challenges of a complex building project in Breckenridge. The applicants discussed the successful process of creating access to the space for the BOEC and the interior of the building, as well as the discussions with neighbors about the best pedestrian access options and how those processes had made the project's design better. They also addressed the snowmelt and energy efficiency systems in the building stating this will be the most complicated building ever built in Breckenridge. The applicants expressed their appreciation for the process and the improvements made to the building design. Questions raised in a form letter from One Ski Hill Place HOA regarding the project, specifically about the separation of the building from One Ski Hill Place and the shoring tieback easement termination were discussed by the applicant. The applicant terminated the easement with the entities they believed had authority to do so, Vail Resorts and One Ski Hill Place, LLC. Questions from One Ski Hill Place regarding the validity of the easement termination are a private matter

and do not concern the Planning Commission. The applicant believes that they are meeting the 47-foot building separation requirement found in a private agreement between BGV and One Ski Hill Place. This 47-foot separation is not a requirement the Planning Commission can uphold. The applicant restated their own incentives to keep the dog play area clean and avoid noise or nuisance issues. The kennel area has been reduced in size. The attendees acknowledged the time and effort put into the project and expressed gratitude for the input received from the Commission.

Mr. Giller asked questions of the applicant regarding the construction timeline and protocols for controlling waste during construction. The applicant discussed the construction timeline for the project, which is expected to take 36 to 40 months and that they plan to submit their construction permit drawings before October 1st of 2024 and aim to start excavation and grading work this fall. The goal is to minimize the impact during peak travel time on Ski Hill Road. Mr. Giller asked about site cleanliness and waste management for the project and the applicants stated that they will implement a diversion program to minimize waste going to the landfill.

The hearing was opened to public comment.

Alex Dorotik, Attorney Representative, One Ski Hill Place HOA: Thank you. My name is Alex Dorotik, and I represent the One Ski Hill Place HOA, I was intending only to speak to the shoring easement termination, and as to the viewpoint corridor. However; having heard the comments of the applicant, I do need to address what was stated about the meeting on Friday. I was at that meeting, and to hear their comments is frankly nothing short of astonishing. What we were told as One Ski Hill Place HOA was there would be no outdoor dog park, no outdoor play area. It's bewildering to hear about permeated/ permeable surfaces when that was something that we were told that would never happen, and when they discussed a way to a potential solution it was, “we'll get rid of the dog park, but you can't ask anything about anything else.” It was a take it or leave it, and it was very much a get you off the phone out of this conversation as soon as possible. They would not take questions. They would not provide any further information that stated as to the shore easement termination. This easement was originally instituted in 2010, after the vast majority of the building had already been completed close in time to the One Ski Hill Place declarations in April of 2010. That wouldn't be a temporary construction easement when the building is mostly completed. In addition, it was transferred to One Ski Hill Place HOA by action of the Condominium Declaration. So the fact that One Ski Hill Place, LLC has now removed it is incredibly problematic. This is for the benefit of the HOA and there will be litigation about that and I know that from your perspective this isn't something you want to tread into. But I really want to caution that this is going to be an issue, that it's been removed outside of the HOA is incredibly problematic, and the one of the things I don't have much time that I want to speak to is the view corridor noncompliance, and I know that there's no obligation among the Planning Commission to give any credence to a private agreement. However, if you look at the page 73 renderings, it's not 47 feet and there's nothing to indicate it's not. There's no radius measurement which is standard for view corridors. The page 73 renderings look like 22 feet and we're incredibly concerned. If there was more information, if they would have answered questions, we might have answers, to those questions, but that we haven't been given that.

Jane Hamilton, Four O’clock Run Subdivision: I'm a neighbor from the Four O'clock Run Subdivision and I want to say this because you guys spoke about the process, Planning Commission is a huge part of the process. We all operate our homes differently. Some of us live in them, some of us rent. It's a complete business. Some of us entertain them at different times of the year, especially in that 4 O'clock Run subdivision. What I wanted to say is throughout this process, even years ago, when BGV was looking at this piece of property and this huge scope that's going there, there's always been a sense of calm that they are approachable. You guys are approachable at Commission and staff too and that makes even a small homeowner be able to say, “Okay, okay, we'll make this work.” So yes, this is going to be a big project, and it's going to be timely, and that'll affect us in different ways. But this team has worked

well with, I will say personally with me, and I know some of the other neighbors that represent our old neighborhood. I just wanted to thank all of you guys involved with that and we'll just keep moving forward. Thank you.

Dave Ellen, Boulder Ridge Subdivision: I live in the Boulder Ridge circle next door, so we have a vested interest. Our biggest concern is during the construction, how are we going to be able to access the ski runs from our house? Will the pathway, the sidewalk along Ski Hill Road, be open all the time during the ski season? (Graham Frank, Breckenridge Grand Vacations: The sidewalk will be open, and the ski back goes down to the sidewalk. There may be times when a flagger has a truck coming in something of that nature that you may get delayed, but the intent is for that to remain open all the way to where you could get to the stairs, to go up to the gondola there, and coming down into Boulder Ridge Road there's a public access coming down that will remain open.) We go up that public access to the ski slopes. How are we going to use that during the construction, and afterwards? (Mr. Frank: Construction is outside of that access and our setback. So that will remain open. It's an ungroomed trail, neighborhood-maintained area and it'll remain that way. There won't be any fencing precluding you from going up or coming back down. Correct.) Okay, splendid; thank you.

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

Commissioners shared support for the project, highlighting its compliance with the development code and master plan. Mr. Smith raised a potential error in the point analysis, specifically regarding the Davis Vantage Pro weather monitoring station and energy efficiency points. After review of Policy 33/R, it was determined projects are not eligible to receive points under both subsections of Policy 33/R. The applicant was asked whether they would prefer the positive four (+4) points for the Davis Vantage Pro weather system installation or the positive two (+2) points for the energy efficiency rating. The applicant elected to keep the four points for the weather system, resulting in a modified passing final score of positive four (+4) points.

Mr. Giller made a motion to approve the Imperial Hotel BGV Parcel 4, seconded by Mr. Frechter with a modified point analysis of positive four (+4) points and modified Findings and Conditions that reflect the removal of conditions related to the energy efficiency analysis requirement. The motion passed 6 to 0.

COMBINED HEARINGS:
1. Sabor a Michoacan Large Vendor Cart (CC), 13445 State Hwy 9, PL-2025-0059
Mr. Cross presented a proposal to place a new 100 sq. ft. vendor card in the Breckenridge Building Center parking lot.

There were no Commissioner questions or discussion.

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

Ms. Propper made a motion to approve Sabor a Michoacan Large Vendor Cart, seconded by Ms. Gort. The motion passed 6 to 0.

2. BGV Parcel 5 Residential Lots Subdivision (SVC), Lot 5 Peak 8 Subdivision, PL-2025-0047
Ms. Crump presented a proposal to subdivide the existing Parcel 5 of the Peak 8 Subdivision Filing No. 1 totaling 1.0958 acres to create a new Parcel 5 Subdivision comprised of two single-family residential lots. The approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the eventual subdivision of this lot into two single-family residential lots. Two single-family lots, with

disturbance envelopes, density limitations, private access easements, public access easements, and utility easements are proposed.

Commissioner Questions / Comments:

There were no Commissioner questions or discussion.

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

Ms. Gort made a motion to approve the BGV Parcel 5 Residential Lots Subdivision, seconded by Ms. Propper. The motion passed 6 to 0.

OTHER MATTERS:
1. Town Council Summary

ADJOURNMENT:
The meeting was adjourned at 6:58pm.

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Ethan Guerra, Chair

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Shannon Haynes, Town Manager
Date: 4/14/2025 (for 5/13/2025 meeting)
Subject: Amended and Restated Retail Tobacco Product Licensing Ordinance (Second Reading)

Town Council Goals (Check all that apply)

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

Summary
Staff is presenting a revised Retail Tobacco Business Licensing ordinance for Council's review and approval on second reading. As discussed at the work session on this item on 3/25/2025 and at the first reading on 4/8/2025, the revisions include a prohibition on the sale of flavored nicotine/tobacco products as well as a prohibition on discounts on the sale of tobacco products, but does not include any distance requirements, caps on the number of licenses, or a prohibition on the sale of tobacco products by pharmacies, which would include businesses with a pharmacy.

Background
The Town of Breckenridge began regulating nicotine products via retailer licenses in 2019 after Colorado House Bill 19-1033 provided authority to counties and municipalities to license nicotine sellers and impose local taxes on tobacco and nicotine products. In 2019, Summit County voters approved a tax on nicotine products, resulting in an initial tax of $4 per pack of cigarettes and a 40% tax on all other nicotine products, effective January 1, 2020. In addition, the tax was allowed to increase by 10% per year for four years beginning on January 1, 2021. In 2019, the Town entered into an Intergovernmental Agreement with Summit County and the other municipalities in Summit County with commercial tobacco sales to cooperatively administer the tobacco sales tax. The Town of Breckenridge uses revenues from the tobacco sales tax to fund public health tobacco prevention and cessation efforts and non-profits that work on social determinants of health.

At the October 22, 2024 Town Council meeting, a group of local high school students came before Town Council to request that the Town adopt a ban on "flavored" nicotine products. These products have been shown to obscure the flavor of the tobacco, appeal to younger demographics, and serve as a gateway product leading to early addiction and lifelong nicotine use.

Town staff, working with Summit County's Health Promotion and Prevention Specialist, as well as with a state of Colorado sponsored group from CU-Anschutz, prepared a draft ordinance for Council's review and discussion at its March 25, 2025 meeting and during first reading on April 8, 2025. This draft ordinance language is consistent with the ordinances being considered by other municipalities in Summit County.

Public outreach/engagement
This topic has been discussed several times among the managers for the other jurisdictions in Summit County including the Towns of Frisco, Silverthorne, Keystone and Dillon, who are all in various stages of adopting a revised version of the ordinance. The Town of Dillon has already passed their version of this ordinance on second reading which will take effect on January 1, 2026. The Towns of Silverthorne, Frisco, and Keystone are also in the process of considering these ordinance changes, with an overall goal of having generally consistent

tobacco and nicotine regulations. Summit County cannot adopt these revised regulations because they do not have the statutory authority to do so.

The Town Manager also met with representatives for 7-11 and discussed the potential impact the proposed changes would have on retailers who carry tobacco products and 7-11 in particular. The 7-11 representatives urged the Town to focus on enforcing current regulations and consider an ordinance that adopts current Federal prohibitions on flavored nicotine/tobacco. Currently, local jurisdictions do not have authority to enforce Federal laws. Representatives from 7-11 asked for this consideration, which would allow them to continue to sell some flavors.

The Town's Liquor and Marijuana Licensing Authority (LMLA), which is also the tobacco business licensing authority for the Town, was consulted on the proposed changes. The LMLA supported the prohibition on flavored nicotine and tobacco products and provided some helpful feedback about ensuring there is sufficient outreach to local businesses prior to the effective date. The Town currently has nine (9) active tobacco business licenses, which is a reduction of six (6) from the number of businesses selling tobacco and nicotine products that existed at the time licensing was adopted in 2019. The LMLA did not have a strong stance on whether to implement caps on the number of tobacco business licenses available within the Town but expressed overall comfort with the number of existing licensed businesses.

Financial Implications
If passed, the Town will see a reduction in sales of nicotine products, and therefore a reduction in sales tax generation. The cost of enforcing the ordinance is covered by the license fees paid by retailers.

Equity Lens
In a presentation by Tracy Doyle at the Colorado School of Public Health, prohibiting the sale of flavored tobacco and nicotine products was identified as a key strategy for reducing tobacco use and tobacco related health disparities, which disproportionately impact certain communities. Prohibiting the sale of flavored tobacco products will positively impact local youth by making tobacco products less attractive and harder to access. Regarding health disparities, Ms. Doyle noted that smoking-related health issues disproportionately impact communities of color, LGBTQ, and other marginalized groups.

While intending to reduce the youth use, these policy changes will have a notable impact on individuals already addicted to tobacco products. To mitigate that impact, it will be important for the Town to continue to support local cessation efforts.

Staff Recommendation
Staff recommends that the Council review and approve the proposed ordinance on second reading, with an effective date of January 1, 2026. There have been no substantive changes to the ordinance since first reading.

COUNCIL BILL NO. ___

Series 2025

AN ORDINANCE AMENDING AND REPLACING TITLE 4, CHAPTER 5, OF THE BRECKENRIDGE TOWN CODE REGARDING RETAIL TOBACCO BUSINESS LICENSING.

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

Section 1. That the entirety of Title 4, Chapter 5, Entitled “Retail License,” of the Breckenridge Town Code shall be amended and replaced as follows:

RETAIL TOBACCO BUSINESS LICENSING

SECTION:

4-5-1: Short title
4-5-2: Authority
4-5-3: Legislative intent
4-5-4: Definitions
4-5-5: License required
4-5-6: Limits on license eligibility
4-5-7: Prohibited licensees
4-5-8: License authority powers and duties
4-5-9: Application for license
4-5-10: Town clerk's review of Application
4-5-11: Decision by licensing authority
4-5-12: Standard conditions of license
4-5-13: Authority to impose additional conditions on license
4-5-14: Contents of license
4-5-15: License not transferable or assignable
4-5-16: Duration of license
4-5-17: Renewal of license
4-5-18: License fees
4-5-19: Licensee’s specific duties and obligations
4-5-20: License denials and hearings
4-5-21: Prohibited acts
4-5-22: Compliance checks, coordination with state
4-5-23: Fines, suspension, revocations
4-5-24: Injunctive relief, abatement as nuisance, other remedies
4-5-25: No town liability
4-5-26: Designated use of license fees
4-5-27: Rules and regulations

4-5-1: SHORT TITLE: RETAIL TOBACCO BUSINESS LICENSING

This chapter shall be known and may be cited as the "Town of Breckenridge Retail Tobacco Business Licensing Ordinance."

4-5-2: AUTHORITY

The town council finds, determines, and declares that it has the power to adopt this chapter pursuant to:

A. Section 31-17-501, Colorado Revised Statutes (concerning municipal regulation of businesses);

B. Section 31-15-401(1)(c), Colorado Revised Statutes (concerning the power to declare and abate nuisances);

C. The Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.;

D. Article 7 of Title 44, C.R.S. (concerning the regulation of tobacco sales);

E. Section 18-13-121, C.R.S. (concerning furnishing cigarettes, tobacco products and nicotine products to persons under twenty-one years of age);

F. Section 25-14-207, C.R.S. (concerning the regulation of smoking);

G. The authority granted to home rule municipalities by Article XX of the Colorado Constitution; and

H. The powers contained in the Breckenridge Town Charter.

4-5-3: LEGISLATIVE INTENT

The intent and purpose of this chapter is to regulate the occupation or privilege of selling retail tobacco products within the town so as to protect the public health and safety.

4-5-4: DEFINITIONS

As used in this chapter the following words have the following meanings:

ADULT-ONLY FACILITY: A physical location where each person attempting to enter the premises is required to present the person's photographic government-issued identification verifying that the person is at least the minimum legal sales age to purchase tobacco products prior to entry.

ANNUAL LICENSE FEE: The amount of the annual license renewal fee shall be fixed by the town council as part of the annual budget process. Once paid the annual license renewal fee is non-refundable except as may be required by law. The purpose of the fee is to cover the town's cost of administration of this chapter, license education, inspections of the licensed premises, regular compliance checks, documentation of violations, and prosecutions of license violations.

APPLICANT: A person who has submitted an Application for license pursuant to this chapter.

APPLICATION: An Application for license submitted pursuant to this chapter.

ARM'S LENGTH TRANSACTION: A sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.

CHILD-RESISTANT PACKAGING: Packaging that meets the definition set forth in the Code of Federal Regulations, title 16, section 1700.15(b) as in effect January 1, 2015, and was tested in accordance with the method described in the Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

CIGAR: Any roll of tobacco other than a cigarette that is wrapped in tobacco leaf or any other substance containing tobacco, with or without a mouthpiece.

CIGARETTE: means:

1. Any roll of tobacco wrapped in paper or in any substance not containing tobacco;

2. Any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling is likely to offered to, or purchased by consumers as a cigarette described in this section.

COMPLIANCE CHECKS : The systems the Licensing Authority uses to investigate and ensure that tobacco product retailers are compliant with the requirements of this chapter. Compliance Checks may involve the use of persons under twenty-one (21) years of age who attempt to purchase or purchase tobacco products; however, persons under the legal age to purchase tobacco products participating in Compliance Checks shall not be in violation of tobacco and nicotine possession and purchase laws. Compliance Checks may also be conducted by other units of government or designees of the Licensing Authority for educational or training purposes.

COMMERCIAL TOBACCO: Tobacco that is manufactured and sold for profit for use in cigarettes, smokeless tobacco, pipe tobacco, cigars, hookah and other products. Commercial tobacco is regulated by the Food and Drug Administration (FDA) under the Family Smoking and Prevention Act which gives the FDA the authority to regulate the manufacture, distribution and advertising of commercial tobacco. The word "tobacco" when referenced in this chapter, unless otherwise indicated refers to commercial tobacco.

COUPON: Any voucher, rebate, card, paper, note, form, statement, ticket, image or any other form or issue, used for commercial purposes to obtain a product, service or accommodation without charge or at a discounted price.

DAY: A calendar day, unless otherwise indicated.

DELIVERY SALE: The sale of any tobacco or nicotine product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over the counter sales transaction in a tobacco product retail establishment. Delivery sale includes delivery by licensees or third parties by any means including curbside pickup.

DISTRIBUTOR: A person who sells or distributes cigarettes, tobacco products, or nicotine products to licensed retailers in this state. "Distributor" includes a "distributor" or "distributing subcontractor" as those terms are defined in section 39-28.5-101, Colorado Revised Statutes.

ELECTRONIC DELIVERY DEVICE: Any device that may be used to deliver any aerosolized or vaporized substance, whether natural or synthetic to the person inhaling from the device, including, but not limited to devices marketed, manufactured, marketed or sold as an electronic smoking device, e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic delivery device includes any component, part or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device whether or not the substance contains nicotine. Electronic delivery device does not include medical marijuana as defined in 44-10-103(34), C.R.S. of section 14 of article XVIII of the state constitution or retail marijuana as defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the state constitution, drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration as those terms are defined in the Federal Food, Drug and Cosmetic Act.

FLAVORED TOBACCO PRODUCT:

1. A Flavored Tobacco Product is any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit or any candy, dessert, alcoholic beverage, herb or spice;

2. A Flavored Tobacco Product is any tobacco product that imparts a cooling or numbing sensation distinguishable by an ordinary consumer either prior to or during the consumption of such tobacco product;

3. Any public statement or claim, whether express or implied, made or disseminated by the manufacturer or retailer of a licensed product, or by a person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products that a product has or produces a taste or smell other than a taste or smell of tobacco or a cooling or numbing sensation will constitute preemptive evidence that the product is a Flavored Tobacco Product. Presumptive evidence may include, but is not limited to the use of terms such as, “cool,” “chill,” “ice,” “fresh,” “artic or “frost,” to describe the product.

FULL RETAIL PRICE: The price listed for a tobacco product on its packaging or on any related shelving, advertising or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

GOOD CAUSE (for the purpose of refusing or denying a license renewal under this chapter):

1. The licensee has violated, does not meet, or has failed to comply with: (a) any of the terms, conditions, or provisions of this chapter; or (b) any rule and regulation promulgated by the town clerk pursuant to this chapter; or

2. The licensee has failed to comply with: (a) any of the terms and conditions of its license including, but not limited to, any special terms or conditions that were placed on its license at the time the license was issued or were subsequently modified by the town clerk pursuant to section 4-5-11(B) of this chapter, or (b) any special condition that was placed on

its license in prior disciplinary proceedings or that arose in the context of potential disciplinary proceedings.

LICENSED PREMISES: The physical location for which a license is issued pursuant to this chapter.

LICENSED PRODUCTS: Collectively refers to any tobacco product tobacco related device, electronic smoking device, nicotine or synthetic nicotine product.

LICENSEE: The person to whom a license has been issued pursuant to this chapter.

LITTLE CIGAR: Any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco weighing no more than 4.5 pounds per thousand. Little cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar or cigarillo.

LOCAL LICENSING AUTHORITY: The liquor and marijuana licensing authority referred to interchangeably in this chapter as the "LMLA" or licensing authority.

LOOSIES: The common term used to refer to single cigarettes, cigars and any other licensed tobacco products that have been removed from their original retail packaging and offered for sale. The term loosies does not include premium cigars as defined in this section.

MANUFACTURER: Any person, including a repacker or relabeler, who manufacturers, fabricates, assembles, processes or labels a tobacco product or imports a finished tobacco product for sale or distribution into the United States.

MINOR: A person under twenty-one (21) years of age.

MOVEABLE PLACE OF BUSINESS: Any form of business operation, event or occurrence related to tobacco products that is operated out of a kiosk, truck, van, automobile or any other type of vehicle or any transportable shelter or other transitory or temporary location and including, but not limited to, any event or festival intended to occur at any location that is not a fixed storefront authorized as a tobacco product retailer in an approved tobacco product retail license by the Town.

NICOTINE OR NICOTINE DELIVERY PRODUCT: Any product containing or delivering nicotine, including any salt or complex of nicotine whether natural or synthetic, intended for human consumption, or any part of such product, that is not tobacco, or an electronic delivery device as defined in this section. Nicotine or nicotine delivery product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug and Cosmetic Act.

PERSON: Has the meaning provided in section 1-3-2 of this Code.

PHARMACY: Any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of Colorado and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

POLICE CHIEF: The police chief of the town, or the police chief designee authorized to act pursuant to section 1-7-2 of this Code.

PREMIUM CIGAR: A cigar that meets all of the following characteristics:

1. is handmade or hand rolled;

2. is not mass produced through the use of mechanization;

3. has a wrapper that is made entirely from whole tobacco leaf;

4. has a filler composed of at least fifty (50) percent natural, long-leaf filler tobacco;

5. does not have a filter, tip or non-tobacco mouthpiece;

6. is capped by hand;

7. weighs more than six (6) pounds per thousand units; and

8. has a wholesale price per cigar of:
   a. for the calendar year ending December 31, 2024, twelve dollars ($12) dollars; and
   b. for each calendar year thereafter, twelve dollars ($12) reflecting any percentage increase for all items and all urban consumers or its successor index.

PROPRIETOR: A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

RETAILER: The owner or operator of a business of any kind at a specific location that sells tobacco products as defined in this chapter.

SALE OR SELL: Any transfer, exchange, barter, gift, offer for sale or distribution for a commercial purpose in any manner or by any means.
SCHOOL : A public, parochial, or nonpublic school that provides a basic academic education in compliance with school attendance laws for students in grades one (1) through twelve (12).

SELF-SERVICE DISPLAY: The open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the licensee or employee of the licensee and a direct face-to-face transfer between the purchaser and the licensee or employee of the licensee. A vending machine is a form of self-service display.

SMOKING: Inhaling, exhaling, burning, carrying any lighted or heated cigar, cigarette, pipe or other lighted or heated product containing, made or derived from nicotine, tobacco, marijuana or other plant, whether natural or synthetic that is intended for inhalation. “Smoking” includes carrying or using an electronic smoking device or an electronic delivery device.

STATE LICENSE means a license issued by the division in accordance with section 44-7-104.5, Colorado Revised Statutes.

TOBACCO FESTIVAL: An age-restricted off-site tobacco event pursuant to 44-7-105.5, C.R.S.

TOBACCO PRODUCT:

1. A Tobacco Product is any product containing, made of or derived from Commercial Tobacco, nicotine or synthetic nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed or ingested by other means, including, but not limited to, products commonly known as a cigarette, a cigar, pipe tobacco, chewing tobacco, electronic smoking device, nicotine delivery product, snuff, snus, and pouch;

2. A Tobacco Product is any electronic delivery device as defined in this section;

3. Tobacco Product includes any component, part or accessory of subsection 1 or 2 of this definition whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces or pipes.

4. Tobacco Product does not mean any products specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence or for other medical purposes when the products are being marketed and sold solely for such approved purposes, including any drugs, devices or combination products authorized for sale by the U.S. Food and Drug Administration as those terms are defined in the Federal Food, Drug and Cosmetic Act, unless such products are made of, contain, or are derived from tobacco or nicotine, natural or synthetic.

5. Tobacco Product does not mean Medical marijuana as defined in 44-10-103(34), C.R.S. or section 16(2)(f) of article XVIII of the State constitution or retail marijuana as defined in 44-10-103(57), C.R.S. or section 16(2)(f) of article XVIII of the State constitution.

TOBACCO RELATED DEVICE: Any rolling papers, wraps, pipes, or other device intentionally designed or intended to be used with tobacco products. Tobacco related device includes components of tobacco-related devices or tobacco products which may be marketed or sold separately. Tobacco related devices may or may not contain tobacco.

TOBACCO PRODUCT RETAILER: Any person who sells, offers for sale or exchange or offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco Products. This definition is without regard to the quantity of Tobacco Products sold, offered for sale, exchanged or offered for exchange.

TOBACCO PRODUCT RETAILING: Engaging in the activities of a Tobacco Product Retailer.

TOBACCO PRODUCT RETAIL ESTABLISHMENT: The physical location at which a Tobacco Product Retailer sells, offers for sale or exchange, or offers to exchange for any form of consideration Commercial Tobacco and/or Tobacco Products.

TOWN: Has the meaning provided in section 1-3-2 of this Code.

TOWN CLERK: The town clerk of the town, or the town clerk's designee authorized to act pursuant to section 1-7-2 of this Code.

TOWN MANAGER: The town manager of the town, or the town manager's designee authorized to act pursuant to section 1-7-2 of this Code.

VENDING MACHINE: Any mechanical, electric, electronic or other type of device that dispenses tobacco products upon payment by any form by the person seeking to purchase tobacco products.

WHOLESALER: A person engaged in the wholesale distribution of cigarettes, tobacco products, or nicotine products and includes a "wholesaler" and "wholesale subcontractor" as those terms are defined in section 39-28-101, Colorado Revised Statutes. (Ord. 12, Series 2022)

YOUTH-ORIENTED FACILITY: Any parcel in the town that is occupied by:

1. A public or private kindergarten, elementary, middle, junior high or high school;

2. A library open to the public;

3. A playground open to the public;

4. A youth center, defined as a facility where children ages six (6) -seventeen (17) meet for programs and activities;

5. A recreation facility open to the public, defined as an area place, structure or other facility that is used either temporarily or permanently for community recreation even though the facility may be used for other purposes;

6. A park open to the public;

7. A licensed child-care facility or preschool.

4-5-5: LICENSE REQUIRED

A. No person shall conduct or engage in the activities of a Tobacco Product Retailer business within the town without a valid license issued by the licensing authority pursuant to this chapter.

B. A separate license is required for each Tobacco Product Retail Establishment in the town where any Tobacco Product is sold at retail.

C. In the course of engaging in the activities of a Tobacco Product Retailer or in the operation of a business or maintenance of the location for which a license has been issued, it shall be a violation of this chapter for a licensee or any of the licensee’s employees or agents to violate any local, state or federal law applicable to Tobacco Products, Tobacco Paraphernalia or Tobacco Product Retailing.

D. Except as expressly modified herein, any requirements set forth in this chapter shall be in addition to, and not in lieu of, any other requirements imposed by federal, state or local law.

E. No person shall be deemed to have any entitlement or vested right to a license or permit from the town, including but not limited to any zoning permit or any sales tax license.

4-5-6: LIMITS ON LICENSE ELIGIBILITY

A. Location restrictions imposed.

1.Prior to approving a Tobacco Product retail license, the Licensing Authority shall determine whether the proposed location of the Tobacco Product Retail Establishment complies with the requirements of this section of this chapter. Failure to comply with the requirements of this section shall preclude approval and issuance of a license.

2. Each Tobacco Product Retail Establishment shall be operated from a permanent location. No Tobacco Product Retail Establishment shall be permitted to operate from a moveable, mobile, or transitory location.

3. A Tobacco Product Retail Establishment may be located only on property as allowed in the table of uses as defined by the Town.

4. No tobacco festivals are permitted in the town.

4-5-7 PROHIBITED LICENSEES

A. It shall be unlawful for any of the following persons to have an ownership or a financial interest in a Tobacco Product Retail Establishment , and no license provided by this chapter shall be issued to, or held by:

1. Any person until all applicable fees for the license have been paid;

2. Any natural person who is under twenty-one (21) years of age;

3. Any person in the immediately preceding twenty-four (24) months with a tobacco product retail license revoked or suspended by the state, or by another licensing authority in any other jurisdiction;

4. Any person convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the preceding five (5) years;

5. A person licensed pursuant to this chapter who, during a period of licensure, or who, at the time of Application, has failed to remedy an outstanding delinquency for taxes owed, or an outstanding delinquency for judgments owed to a government;

6. Any law enforcement officer, officer or employee of the state licensing authority, officer or employee of the LMLA, or officer or employee of the Town.

4-5-8: LICENSING AUTHORITY POWERS AND DUTIES

The local licensing authority shall have the following powers and duties, and any other responsibilities as deemed appropriate by the town:

A. To require an Applicant or licensee to furnish any relevant information required by the authority; and

B. To administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing that the authority is authorized to conduct. The authority may adopt public hearing procedures by resolution; and

C. The authority in its discretion, upon Application in the prescribed form, may approve, conditionally approve, or deny an Applicant a Tobacco Product Retail license subject to the provisions and restrictions provided in this chapter; and

D. Retailer education. The Authority or its designees shall provide education to retailers as the authority deems appropriate about the Tobacco Product Retail license, license administration, renewal and responsibilities associated with a Tobacco Product Retail license.

E. The licensing authority may adopt administrative rules and regulations as may be necessary for the proper administration of this chapter. The licensing authority may, from time to time and in consultation with the town clerk and town manager adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter.

4-5-9: APPLICATION FOR LICENSE

A. A person seeking to obtain a license pursuant to this chapter shall file an Application with the town clerk. The form of the Application shall be provided by the town clerk.

B. A license issued pursuant to this chapter does not eliminate the need for the licensee to obtain other required town licenses related to the operation of the licensee's business, including, without limitation:

1. A town sales tax license; and

2. A town business and occupational tax license.

C. The licensing authority shall not accept an Application for a Tobacco Product Retail license unless and until the authority receives a copy of the Applicant’s state retailer tobacco product license pursuant to 44-7-104.5, C.R.S.

4-5-10: TOWN CLERK'S REVIEW OF APPLICATION

A. Upon receipt of a properly completed Application, together with all information required in connection therewith and the payment of the Application fee, the town clerk shall transmit copies of the Application to:

1. The police chief; and

2. Any other person or agency that the town clerk determines should properly investigate and comment upon the Application.

B. Within twenty (20) days of receipt of a completed Application the police chief and those referral agencies described in subsection A of this section shall provide the town clerk with comments concerning the Application.

C. If the town clerk requests the Applicant to provide additional information that the town clerk reasonably determines to be necessary in connection with the investigation and review of the Application, the Applicant shall provide such information within five (5) days of the town clerk's request, unless the town clerk agrees to a longer time period.

4-5-11: DECISION BY LICENSING AUTHORITY

A. The licensing authority shall conditionally approve or deny an Application within thirty (30) days of the receipt of a completed Application unless, by written notice to the Applicant.

B. The licensing authority shall issue a license under this chapter when, from consideration of the Application, and such other relevant information as may otherwise be obtained, the licensing authority determines that:

1. The Application (including any required attachments and submissions) is complete and signed by the Applicant;

2. The Application does not contain a material falsehood or misrepresentation; and

3. The granting of the Application will not endanger public health or safety.

C. The licensing authority shall deny an Application for a license under this chapter if the licensing authority determines that:

1. Information contained in the Application, or supplemental information provided by the Applicant, is found to be false in any material respect;

2. The Applicant has had a license issued under this chapter revoked within the two (2) years immediately preceding the filing of the Application, or the Applicant owned a fifty percent (50%) or greater interest in any business entity that has had a license issued under this chapter revoked within the two (2) years immediately preceding the filing of the Application;

3. The Applicant is currently indebted to the town for any lawfully assessed tax or fee; or

4. The granting of the Application will endanger public health or safety.

D. If the Application is denied, the licensing authority shall clearly set forth in writing the grounds for denial.

E. If the Application is conditionally approved, the licensing authority shall clearly set forth in writing the conditions of approval.

4-5-12: STANDARD CONDITIONS OF LICENSE

A. A retailer shall not sell or permit the sale of tobacco products to a person under twenty one (21) years of age; except that it is not a violation if the retailer establishes that the person selling the cigarette, tobacco product, or nicotine product was presented with and reasonably relied upon a valid government-issued photographic identification, that identified the person purchasing the cigarette, tobacco product, or nicotine product as being twenty one (21) years of age or older.

B. A retailer shall not permit a person under twenty-one (21) years of age to sell or participate in the sale of tobacco products, or nicotine products that are offered for sale at the retailer's business.

C. No retailer shall sell or offer to sell individual cigarettes, or any pack or container of cigarettes containing fewer than twenty (20) cigarettes, or roll-your-own tobacco in any package containing less than 0.60 ounces of tobacco.

D. A retailer shall not advertise an electronic smoking device product in a manner that is visible from outside the retail location at which the product is offered for sale.

E. A retailer shall not sell or offer to sell any tobacco products by use of a vending machine or other coin-operated machine.

F. Flavored tobacco products shall not be sold or offered for sale at any location in the town.

G. A retailer shall not engage in the delivery of tobacco products.

H. A retailer shall require an individual who seeks to purchase tobacco products and who appears to be under fifty (50) years of age to present to the retailer a valid government-issued photographic identification at the time of purchase.

I. Any person who sells or offers to sell tobacco products shall display the license and the below warning sign in a prominent place in the building at all times. Such sign must have a minimum height of 3 inches and a width of 6 inches, and must read as follows:

WARNING

IT IS ILLEGAL TO SELL TOBACCO PRODUCTS TO ANY PERSON UNDER TWENTY-ONE YEARS OF AGE. STATE LAW REQUIRES THAT, TO PURCHASE , TOBACCO PRODUCTS, OR NICOTINE PRODUCTS AT THIS RETAIL LOCATION, A PERSON MUST PRESENT A VALID GOVERNMENT-ISSUED PHOTOGRAPHIC IDENTIFICATION AT THE TIME OF PURCHASE IF THE PERSON APPEARS TO BE UNDER FIFTY YEARS OF AGE. THE SALE OF FLAVORED TOBACCO PRODUCTS IS PROHIBITED IN BRECKENRIDGE,CO.

4-5-13: AUTHORITY TO IMPOSE ADDITIONAL CONDITIONS ON LICENSE

A. In addition to the standards, terms and conditions set forth in section 4-5-13 of this chapter, the licensing authority shall have the authority to impose such additional reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this chapter and other applicable law.

B. For good cause shown, the licensing authority may administratively modify or eliminate or add any license condition during the term of the license.

4-5-14: CONTENTS OF LICENSE

A. A license shall contain the following information:

1. The name of the licensee;
2. The date of the issuance of the license;
3. The address at which the licensee is authorized to operate the business; and
4. The date of the expiration of the license.

B. A license must be signed by both the licensee and the town clerk to be valid.

4-5-15: LICENSE NOT TRANSFERABLE OR ASSIGNABLE

A license is nontransferable and nonassignable. Any attempt to transfer or assign a license shall void the license.

4-5-16: DURATION OF LICENSE

Each license issued pursuant to this chapter shall be valid for one (1) year from the date of issuance.

4-5-17: RENEWAL OF LICENSE

A. A licensee does not have a vested right or a property right in the renewal of a license issued pursuant to this chapter.

B. Each license issued pursuant to this chapter may be renewed as provided in this section; a local license and state license shall have the same renewal date.

C. An Application for the renewal of an existing license shall be made to the town clerk not less than forty five (45) days prior to the date of expiration. No Application for renewal shall be accepted by the town clerk after the date of expiration. The town clerk may waive the forty five (45) days' time requirement set forth in this subsection if the Applicant demonstrates an adequate reason.

D. At the time of the filing of an Application for the renewal of an existing license the Applicant shall pay to the town a renewal fee in an amount fixed by the town council as part of its annual budget process.

E. The timely filing of a renewal Application shall extend the current license until a final decision is made on the renewal Application by the licensing authority.

F. A license may be renewed or not renewed by the licensing authority for the same reasons and in the same manner as provided for in the initial Application.

4-5-18: FEES

License Fee. The Annual License Fee is $600.00. The town council shall review the license fee annually during the annual budget process. Once paid the license fee is nonrefundable except as may be required by law.

4-5-19: LICENSEE'S SPECIFIC DUTIES AND OBLIGATIONS

In addition to the other requirements of this chapter, it is the duty and obligation of each licensee to comply with the following:

A. All of the terms and conditions of the license, including, without limitation, the standard license conditions described in section 4-5-13 of this chapter and any special condition imposed by the licensing authority under of this chapter;

B. All of the requirements of this chapter; and

C. All laws, including federal, state and local town ordinances pertaining to tobacco products that are applicable to the licensee's business

4-5-21: LICENSE DENIALS AND HEARINGS

A. Applicant bears the burden of proving it meets the requirements of state and local laws for licensure.

B. An Application may be denied where the Applicant made misstatements, omissions, misrepresentations, or untruths in the Application. Providing misstatements, misrepresentations, omissions, or untruths may be the basis for administrative action.

C. The licensing authority may deny an Application, including an initial or renewal Application, only for good cause. Good cause shall include the following:

1. During any period in which an Applicant is ineligible to apply, or prohibited from applying, for a license pursuant to a penalty imposed under this Code or section 44-7-106, Colorado Revised Statutes, and any rules or regulations.

2. When an Applicant failed to provide all required information or documents, provided inaccurate, incomplete, or untruthful information or documents, or failed to cooperate with requests for additional information.

3. The Applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this Code, article 7 of title 44, Colorado Revised Statutes, or any rules promulgated thereunder.

D. If the licensing authority denies an Application, the licensing authority shall inform the Applicant in writing of the reasons for the denial in a notice of denial, personally delivered to the retailer at the actual retail location or mailed to the retailer at the last-known address as shown by the records.

E. A denied Applicant that timely requests a hearing following issuance of a notice of denial shall be served with a notice of grounds for denial, and shall be entitled to a hearing regarding the matters addressed therein.

F. The licensing authority's decision shall constitute a final agency. Any appeal of the licensing authority's decision shall be filed with a district court of competent jurisdiction and venue for purposes of an appeal of a decision is proper in the district court for Summit County.

4-5-22: PROHIBITED ACTS

A. Self-Service Product Displays Prohibited. Tobacco product retailing by means of a self-service display in which tobacco products are accessible to consumers without the assistance of the licensee or an employee or agent of the licensee are prohibited. A vending machine is a form of a self-service display.

B. Distribution of Tobacco Product Samples or Tobacco Product Promotional Items Prohibited. It is unlawful for any person to distribute free or nominally priced tobacco products.

C. Prohibition of Tobacco Product Coupons and Discounts. No tobacco product retailer shall:

1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price; or

2. Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

D. Sale of Flavored Tobacco Products Prohibited. The sale or offer for sale of flavored tobacco products in town is prohibited.

E. Onsite Delivery of Tobacco Products Prohibited. The delivery of tobacco products from a licensed tobacco product retailer to a person who is not another licensed tobacco product retailer is prohibited.

1. This section does not apply to the direct shipment of cigars or pipe tobacco that is not restricted pursuant to 44-7-104.7, C.R.S.

F. False/Misleading Advertising Prohibited. A tobacco product retailer without a valid tobacco product retailer license or a proprietor without a valid tobacco product retailer license, including, for example, a person whose license has been suspended or revoked:

1. Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco product retailing without a license under this chapter; and

2. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco product retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

4-5-23: COMPLIANCE CHECKS; COORDINATION WITH STATE LAW

A. Retail Compliance Checks. All Licensed premises must be open to inspection by law enforcement or other authorized official during regular business hours. From time to time, but at least two (2) times per year, the Town will conduct compliance checks by engaging with persons under the age of twenty-one (21) at each licensed retail location where tobacco products are sold.

1. The Town shall perform a Compliance Check by engaging a person who is under twenty-one (21) years of age to enter a retail location to purchase tobacco products.

2. Prior written consent is required for any minor who participates in a Compliance Check. Under-aged individuals participating in Compliance Checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the Compliance Check. The Town shall not enforce any law establishing a minimum age for tobacco product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "underage operative") if the potential violation occurs when:

a. the underage operative is participating in an inspection supervised by a peace officer, code enforcement official, or the Licensing Authority designated to monitor compliance with this chapter;

b. the underage operative is acting as an agent of the Town, the Licensing Authority or an entity designated by the Town to monitor compliance with this chapter; or

c. the underage operative is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Summit County Public Health Department, the Colorado Department of Public Health and Environment or the Colorado Department of Revenue.

3. If the Compliance Check results in a violation pursuant to this chapter the authority will conduct an additional Compliance Check of the retail location where the violation occurred within forty-five (45) days.

4. Any decision made by the authority to approve, conditionally approve, or deny a license Application, to revoke or suspend a license, or to renew or not renew a license shall be a final decision which may be appealed to the District Court pursuant to Rule106(a)(4) of the Colorado Rules of Civil Procedure. No defense or objection may be presented for judicial review unless it is first presented to the authority prior to the effective date of the authority's decision.

C. When a Compliance Check is completed by the police department, the police department will notify the State of Colorado Liquor/Tobacco Enforcement Division of any outcome, or action taken on the licensee as a result of the compliance check.

D. A database of Compliance Check results and hearing outcomes shall be maintained by police department.

4-5-24: FINES, SUSPENSION OR REVOCATION OF LICENSE

A. After investigation and a public hearing before the licensing authority at which a retailer must be afforded an opportunity to be heard, the licensing authority may impose fines, or impose suspension or revocation for reasons set forth below. Fines imposed shall be commensurate with the severity of the violation and calculated based on the amount reasonably necessary to deter similar future violations.

B. A license issued by the licensing authority may be suspended or revoked by the licensing authority for any of the following reasons:

1. Violation of the Colorado Retail Tobacco Code;

2. Violation of any applicable administrative regulation;

3. Violation of this chapter;

4. Violation of the terms and conditions of a license;

5. Misrepresentation or omission of any material fact, or false or misleading information, on the license Application or any amendment thereto, or any other information provided by the licensee to the licensing authority related to the licensee's business;

6. Violation of any law which, if it occurred prior to the submittal of the license Application, could have been cause for denial of the license Application;

7. Failure to maintain or to provide to licensing authority upon request any books, recordings, reports, or other records as required by applicable law;

8. Temporary or permanent closure or other sanction of the licensee by the local licensing authority, the Colorado Department of Public Health and Environment, or other governmental entity with jurisdiction, for failure of the licensee to comply with applicable provisions of the Colorado Retail Tobacco Code;

9. Revocation or suspension of the state license; or

10. The failure of a licensee to timely correct any violation of state or local laws, any applicable administrative regulation, this chapter, or the terms and conditions of the license's license within the time stated in a notice or order issued by licensing authority.

C. The procedure to suspend or revoke a local license shall be as set forth in this chapter.

D. In connection with the suspension of a license, the licensing authority may impose reasonable conditions.

E. In deciding whether a license should be suspended or revoked, and in deciding what conditions to impose in the event of a suspension, if any, the licensing authority shall consider mitigating and aggravating factors when considering the imposition of a penalty. These factors may include, but are not limited to:

1. Any prior violations that the licensee has admitted to or was found to have engaged in.

2. Action taken by the licensee to prevent the violation (e.g., training provided to employees).

3. Licensee's past history of success or failure with compliance checks.

4. Corrective action(s) taken by the licensee related to the current violation or prior violations.

5. Willfulness and deliberateness of the violation.

6. Likelihood of reoccurrence of the violation.

7. The owner or a manager is the violator or has directed an employee or other individual to violate the law.

F. A license issued by the local licensing authority may be revoked if the local licensing authority determines that the licensed premises have been inactive, without good cause, for at least one (1) year.

G. If the licensing authority suspends or revokes a license the licensee may appeal the suspension or revocation to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the denial or conditional approval of the Application.

H. No fee previously paid by a licensee in connection with the Application shall be refunded if the licensee's license is suspended or revoked.

4-5-25: INJUNCTIVE RELIEF; ABATEMENT AS NUISANCE; OTHER REMEDIES

A. If a person is required to have a valid license issued pursuant to this chapter the operation of such person's business without such license may be enjoined by the town in an action brought in the municipal court pursuant to section 1-8-10 of this Code, or in any other court of competent jurisdiction.

B. The operation of a retail tobacco product retail business within the town without a valid license issued pursuant to this chapter is declared to be a public nuisance, and is subject to abatement as provided by law.

C. It is unlawful and a civil infraction for any person to violate any provision of this chapter. Any person found to be in violation of this chapter, or against whom a default judgment has been entered for a violation of this chapter, shall be punished as provided in Section 1-4-1-1 of this Code.

C. The remedies provided in this section are in addition to any other remedy provided by applicable law.

D. In any case in which the town prevails in a civil action initiated pursuant to this section, the town may recover its reasonable attorney fees plus costs of the proceeding.

4-5-26: NO TOWN LIABILITY

The adoption of this chapter and the issuance of licenses pursuant to this chapter shall not create any duty to any person. No person shall have any civil liability remedy against the town, or its officers, employees or agents, for any damage or loss of any kind arising out of or in any way connected with the issuance of any license pursuant to this chapter. Nothing in this chapter shall be construed to create any liability or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, section 24-10-101, et seq., Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the town, or its officers, employees or agents.

4-5-27: DESIGNATED USE OF LICENSE FEES

Immediately upon receipt or collection thereof, all license fees collected by the town pursuant to this chapter shall be deposited into a separate fund. Licensee fees shall be used only for the purposes described in this chapter. Monies credited to such fund shall not be available to be pledged or expended, by interfund transfer or otherwise, for any general purposes of the town.

4-5-28: RULES AND REGULATIONS

The town clerk shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this chapter. Such regulations shall be adopted in accordance with the procedures established by title 1, chapter 18 of this Code. A violation of such regulations may be enforced in the town's municipal court.

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 8th day of April, 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____day of _____, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town. TOWN OF BRECKENRIDGE, a Colorado municipal corporation.

By: _____
Kelly Owens, Mayor

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

Memo

To: Town Council

From: Chris Kulick, AICP, Planning Manager

Date: 5/6/2025 (for 5/13/2025)

Subject: First Reading of a Proposed Development Agreement Amendment Between the Town of Breckenridge and Christie Heights Partnership to Extend the Vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" for an Additional Five Years From Its Current Expiration Date

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Town Council Goals (Check all that apply)

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

Summary

Christie Heights Partnership ("CHP") has applied for a Development Agreement Amendment to Extend the Vesting of Development Permit #2016-040, "Cucumber Creek Estates Master Plan" (Exhibit A), for an additional five years from its current expiration date (January 9, 2026) to January 9, 2031. CHP's remaining ownership, represents the balance of the undeveloped property at Cucumber Creek, consisting of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018, under Reception No. 1172546 (Exhibit B).

A Development Agreement is a document which allows the Town to obtain certain commitments or public benefits which would not otherwise be lawfully allowed. In exchange, the agreement provides for some benefits to the applicants, which are not otherwise allowed by adopted codes. Development Agreements require "public commitments". In consideration for the additional vesting, the applicants will commit to the continuation of the lease of the remainder of undeveloped property to the Town of Breckenridge for trail-based recreation, until such time as the Tract is developed and provide the Town a first right of offer to purchase Tract A if it were ever offered for sale. CHP (Lessor) entered into a Lease (Exhibit G) with the Town of Breckenridge (Lessee) on October 25, 2018, for the remainder of its undeveloped property. During a previous Development Agreement related to this property that is described in more detail below, the applicants provided a more substantial commitment, selling the adjacent 23.33 Tract A, Christie Heights #2 parcel to the Town at a significantly below market rate price. This sale allowed the Town to preserve critical wildlife habitat and sensitive fen wetlands that constitute a significant portion of Cucumber Gulch Preserve.

Background

Cucumber Creek Estates was first approved on April 14, 1998, as a subdivision with 24 single-family homesites over 35 acres of land (Exhibit F). The original subdivision was very contentious because many of the lots were located in what is today the Cucumber Gulch Preserve and would have had a significant impact on the Gulch's sensitive riparian habitat.

On February 2, 2000, the applicants entered into a Development Agreement with the Town that allowed the Cucumber Creek Estates vesting to be extended by 18 months. This additional time allowed the Town to enter into a contract on September 26, 2000, with the applicants to purchase 23 acres of the original site's most sensitive land in Cucumber Gulch for open space at below market value. After the purchase agreement was completed, the first in a series of

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

modifications to the subdivision was completed. This first subdivision approved on November 28, 2000 (recorded on January 31, 2001), split the original site into four properties (Exhibit E), Tract A, 23.33 acres (Town owned open space), Tract B, 9.24 acres (Cucumber Creek Estates development sites), Tract C, 0.33 acres, (Town owned Nordic Center property) and Tract D, 1.29 acres (Town owned Nordic Center property). Shortly after the first subdivision, a second resubdivision was approved that included a plan for the newly created Tract B that consisted of 11 single-family lots, a 0.71 acre development site, "Parcel A", with 11 SFEs to be used as a Nordic Lodge or Bed and Breakfast, and 13 additional SFEs assigned to the Open Space Tract A (Exhibits C&D). This resubdivision was approved on January 23, 2001 and was granted 15 years extended vesting. The vesting for the resubdivision was further extended until January 9, 2021 on February 28, 2012, however, the subdivision was never recorded.

More recently, a revised Master Plan for Tract B (Exhibit A), (resubdivided as Tracts A, B, D, E and F Cucumber Creek Estates Subdivision) was approved on May 10, 2016. The Master Plan allowed for the development of six, approximately ½ acre, single-family lots, five clustered single-family lots, and 12 duplex residences. The Master Plan also established density and building height limitations. After this approval, a Development Agreement to extend the Master Plan's vesting until January 9, 2026 was approved (Exhibit H). No additional public commitments were required through this Development Agreement in exchange for the extended vesting "because the extension of the vested property rights will encourage the developer to delay the development, and therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time". To date, all but the six single-family lots specified in the Master Plan for the 3.01-acre Tract A of Cucumber Creek Estates have been developed.

The Council discussed this Development Agreement request at the February 11, 2025, worksession and was supportive of the proposal.

Proposal

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

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

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

1. No additional commitments in accordance with Section 9-9-4 of the Breckenridge Town Code are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails will extend for a longer period of time.

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

Public outreach/engagement
Staff has not engaged in any community outreach related to this request. The applicants have discussed the proposal with the operators of the adjacent Nordic Center, the Dayton family, who have provided a letter of support that is included in the packet.

Financial Implications
Staff anticipate work on the Development Agreement in the short-term will result in additional staff time dedicated to the topic from the Planning Division. The financial implications of this Development Agreement request should be offset by the application fee.

Equity Lens
Related to the Town's Equity Blueprint and corresponding Equity Lens, this policy does not directly further any of the Town's equity goals since it pertains to extending the vesting of an approved single-family neighborhood that will be among the Town's most expensive. Neither of the potential possible outcomes, including no action or extending the Master Plan's vesting, will likely have any impact related to the four overarching goals of the Equity Blueprint and six filters of the Equity Lens.

Questions for Council
The decision to enter into a Development Agreement is entirely at the discretion of the Council. Staff looks for direction on the following at the afternoon's work session:

1. Does the Council support amending the Development Agreement with the applicant?

2. Does the Council support the terms of the proposed Development Agreement as outlined under the above proposal?

If the Council is supportive of amending the Development Agreement, first reading of the attached ordinance and Development Agreement will be held at the evening meeting.

COUNCIL BILL NO. ____

Series 2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. The Town Council has reviewed the proposed Amendment.

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

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

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

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

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

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

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

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

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

Section 6. Effective Date. 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 _____, 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of ____, 2025, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE

By:_____
Kelly Owens, Mayor

ATTEST:

_____
Helen Cospolich, Town Clerk

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

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

This Amendment to the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates ("Agreement") is made as of the ____ day of _____, 2025 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the "Town") and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the "Developer").

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

("Tract B").

B. Pursuant to Development Permit #2016-040 ("Master Plan Permit"), the Town approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

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

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

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

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

G. No additional commitments in accordance with Section 9-9-4 of the Breckenridge Town Code are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails will extend for a longer period of time.

H. The Town Council has received all required submittals for an amendment to the Second Agreement, had a preliminary discussion of the application and this Amendment, determined that it should commence proceedings for the approval of this Amendment and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

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

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested rights granted by the Second Agreement for five (5) additional years until because of the continued desire of the Developer to delay development and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. Developer does hereby grant to Town a Right of First Offer to purchase the Property, as set forth in attached Exhibit A. The Right of First Offer Agreement shall be executed by Developer prior to or concurrently with Town's execution of this Amendment.

3. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town:	Shannon B. Haynes, Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, CO 80424
With A Copy (which shall not constitute notice to the Town) to:	Keely Ambrose, Esq. Town Attorney P.O. Box 168 Breckenridge, CO 80424

If To The Developer:	Timothy J. Casey Christie Heights Partnership P.O. Box 2340 Breckenridge, CO 80424
With A Copy (which shall not constitute notice) to:	Mark Hurlbert, Esq. Huntley & Associates P.O. Box 588 Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

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

[Separate Signature Pages Follow]

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

Attest:

_____
Helen Cospolich, Town Clerk

By:_____
Shannon B. Haynes, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

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

_____
Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

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

_____
Notary Public

1070.40 development agmt vesting 05-17-16

RIGHT OF FIRST OFFER AGREEMENT

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

RECITALS

A. Christie Heights Partnership is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

Herein referred to as "the Property."

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

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

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

AGREEMENT

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

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

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

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

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

(i) The sale of the Property to (A) any entity controlling, controlled by, or under common control of, Christie Heights Partnership, or (B) any successor to Christie Heights Partnership by merger, consolidation, or reorganization;

(ii) a transfer to one or more corporations, partnerships, limited liability companies, trusts, or other entities in which Grantor or Grantor's heirs, successors, or assigns have sufficient control to be able to cause said entities at any time to transfer the Property, or portion thereof, and fulfill the other obligations of Grantor under the terms and conditions of this Agreement; further, Grantor covenants that during the existence of this Agreement Grantor or Grantor's heirs, successors, or assigns will continue to retain sufficient control of said entities to be able to cause said entities to transfer the Property or portion thereof, as aforesaid, and to fulfill all of Grantor's obligations under this Agreement; and all certificates evidencing ownership of said entities shall be issued bearing a notation thereon that the transfer thereof is restricted and subject to the terms and conditions of this Agreement;

(iii) a transfer by reason of the death of Grantor;

(iv) The entering into of any management agreement or any similar agreement which transfers control of the Property by Christie Heights Partnership;

(v) The entering into by Christie Heights Partnership of any ground lease, mortgage, or trust deed upon all or any portion of the Property or any renewals, modifications, consolidations, replacements, extensions, and re-financings thereof; or

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

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

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

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

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

If To The Town:	Shannon B. Haynes, Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, CO 80424
With A Copy (which shall not constitute notice to the Town) to:	Keely Ambrose, Esq. Town Attorney P.O. Box 168 Breckenridge, CO 80424
If To Christie Heights Partnership:	Timothy J. Casey, Managing Partner

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

10. Miscellaneous

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

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

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

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

GRANTOR:
CHRISTIE HEIGHTS PARTNERSHIP, a California General Partnership

By: _____
Tim Casey, Managing Partner

GRANTEE:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By:_____
Shannon B. Haynes, Town Manager

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

CHRISTIE HEIGHTS PARTNERSHIP, a California General Partnership.

By: _____

Title: _____

STATE OF COLORADO)
) ss.

COUNTY OF SUMMIT)

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

WITNESS my hand and official seal.

My commission expires: _____.

_____
Notary Public

Christie Heights Partnership
PO Box 1605
Breckenridge, CO 80424

January 29, 2025

VIA EMAIL (chrisk@townofbreckenridge.com)
Mr. Chris Kulick
Department of Community Development
Town of Breckenridge
PO Box 168/150 Ski Hill Road
Breckenridge, CO 80424

Dear Chris:

Christie Heights Partnership ("CHP") is requesting that the Development Agreement for Extended Vesting of Development Permit #2016-040 be extended for three years from its current expiration date of January 9, 2026 to January 9, 2029. This Agreement was recorded August 22, 2016 under Reception No. 119421 (attached) between Christie Heights Partnership and the Town of Breckenridge for Cucumber Creek Estates.

Christie Heights Partnership's remaining ownership, which represents the balance of the undeveloped property at Cucumber Creek, consists of 3.01 acres known as Tract A, according to the Plat recorded June 19, 2018 under Reception No. 1172546 and is attached for your review.

CHP (Lessor) entered into a Lease with the Town of Breckenridge (Lessee) on October 25, 2018 for the remainder of its undeveloped property, Tracts A, B, D, E and F Cucumber Creek Estates Subdivision according to the plat recorded June 19, 2018 under Reception No. 1172546. The remaining undeveloped ownership at Cucumber Creek is CHP's ownership consisting of 3.01 acres, known as Tract A, and is subject to the terms of the attached Lease and continuation of the uses stated below.

Paragraph 5 of the Lease, Use of the Property, states:

"The Property may be used by the Tenant only as follows: (a) for hiking, non-motorized biking, and nature programs during the summer months (May through October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April), together with such other uses and programs as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management of the Property, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenants without Landlord's prior written consent. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant's use rights provided in the lease, with Landlord's uses to include, but not limited to, activities associated with maintenance of forest health and planning for development."

I would like to provide some historical context as to the stewardship and partnership with Christie Heights Partnership and the Town dating back 39 years when it purchased approximately 65 acres west of Park Avenue to the middle of Cucumber Creek:

- CHP dedicated the land to the Town and moved the historic structures to Lomax Placer Gulch Historic Park.

- CHP conveyed to the Town 23.33 acres of land extending to the middle of Cucumber Creek at a price significantly below market value. The sale eliminated the development of 23 single family lots and facilitated the establishment of the Cucumber Creek Preserve.

- For no monetary compensation, CHP conveyed .33 acres to the Breckenridge Nordic Center, which is owned by the Town and leased to the Daytons, and 1.3 acres to the Town allowing for the construction of the Breckenridge Nordic Center and up to 10,000 square feet of improvements.

- CHP was an early proponent of the reduction of home sizes at Cucumber Creek by limiting home sizes to a maximum of 7,500 square feet in 2001. A subsequent reduction in home size was agreed to for the remaining six (6) single family homes allowing for a maximum of 6,200 square feet to be constructed on Tract A as provided for in Plat Note 12 on Plat Reception Number 1172546 dated June 19, 2018.

- CHP transferred 2.5 single family equivalents, along with the Town's 3.0 single family equivalents, allowing the BOEC to construct a third floor of workforce housing at the Wellington office building owned by the Town and leased to the BOEC.

Additionally, we have asked for a letter of support for this request from the Breckenridge Nordic Center.

Thank you for considering Christie Heights Partnership's request that the Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates be extended for its remaining ownership, Tract A, for an additional three (3) years to January 9, 2029. We believe the extension will benefit the Town, Christie Heights Partnership and our entire community.

As we discussed, we would like to meet with the Town Council at a work session to discuss the merits of our request. Thank you for your consideration.

Sincerely,

Timothy J. Casey, Partner
Christie Heights Partnership

Attachments

January 2025

To the Breckenridge Town Council
C/O Chris Kulick

I am writing this letter on behalf of the Breckenridge Nordic Center in support of Christie Heights Partnership's request to extend the Development Agreement for Extended Vesting for an additional three (3) years.

The Breckenridge Nordic Center's trails are located within the Cucumber Gulch Nature Preserve and the surrounding neighborhoods of Shock Hill, Christie Heights, White Wolf and Cucumber Creek Estates. There is one final piece of land that is yet to be developed off Cucumber Creek Road. This three-acre parcel (known as Tract A), includes a portion of our trails and backs up to our cross-country and snowshoe trails as well as summer hiking trails at the edge of the Cucumber Gulch Wildlife Preserve. For decades, Christie Heights Partnership has graciously allowed us to use this land for cross country skiing and snowshoeing in the winter months and has allowed the community to use the land for hiking, non-motorized biking and nature programs in the summer months.

It has come to our attention that the development vesting for Christie Heights Partnership expires in January 2026. Christie Heights Partnership is requesting a three-year extension to their Development Permit. An approved extension would be incredibly valuable for us as a trail operator to allow us to provide improved recreational experiences for guests for another three years. It would also allow us time to make plans to move snowshoe trails away from planned construction. An approved extension would be mutually beneficial for the Breckenridge Nordic Center, our guests' experience and the residents of the Summit County community who enjoy these pristine trails in both summer and winter.

In conclusion, we, at the Breckenridge Nordic Center, support the approval of Christie Heights Partnership's request to extend their Development Agreement for Extended Vesting for Tract A for an additional three years.

Sincerely,

Therese and Gene Dayton
Owner Operators
Breckenridge Nordic Center

(970) 389-4641

CUCUMBER CREEK ESTATES

MASTER PLAN

Exhibit A

MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES

A. **Professional Design Assistance:**

A Colorado licensed architect is required for all building plans for the Cucumber Creek Development. A Colorado licensed structural and civil/soils engineer is also required for each building design. Image sketches illustrating samples of these Architectural Guidelines are attached to this Master Plan.

B. **Design and Configuration:**

1. Each building will be individually reviewed and approved by the Town of Breckenridge through the Class C development review permit process. This will allow input from the Homeowners Association, Community Development Staff, Planning Commission and Town Council to ensure appropriate design.
2. This Master Plan will provide architectural design that will utilize contemporary materials in harmony with the site's natural environment, window patterns and exterior details to make the new homes a product of our modern time.
3. Architectural variability is important to the success of this development. When similar unit types are adjacent to each other, a combination of unique exterior elements will be used to create variety and avoid excessive similarity. Variable exterior elements may include: building massing, roof forms, material variations, deck treatments, outdoor room edges, window patterns, trim patterns and colors.
4. Built units will be roughly based upon the samples of typical unit plans and elevations from the approved Master Plan. The designs should be customized and vary in size.
5. For duplex buildings and clustered single family homes, the minimum separation between buildings, measured from eave to eave or deck to deck, shall be 10 feet.

C. **Building Height and Massing:**

1. Building height measurements shall be measured in compliance with the Town of Breckenridge Development Code and shall be a maximum of 32 feet for single family lots, and 35 feet for clustered single family homes and duplex buildings.
2. Building massing shall include terraced edges by utilizing forms that are lower at the sides of each of the buildings. Decks and outdoor rooms with landscape/wall enclosures are encouraged and help break down the scale of the building at the edges.

D. **Exterior Walls:**

1. Large, unbroken planes of a single material shall be avoided. Recessed and projecting design elements such as plan offsets, projected cantilevers, plan recesses, bay windows, covered entries, chimneys, or porches, shall be used to break up the wall planes to create architectural visual interest. Plan view offsets of 32" minimum dimension are highly encouraged.
2. Exterior wall materials may be of natural stone, heavy timber, distressed laminated beams, hewn logs, natural wood, painted wood, natural patina shakes, natural colored metal panels, wood shakes, or other materials approved by the Town of Breckenridge. Railings shall be wood, metal or provided within enclosed roof forms. Unnatural materials, as determined by the Town of Breckenridge Development Code, shall not exceed 15% of any one elevation's total surface area.
3. It is encouraged to use secondary colors on accent materials and secondary siding materials. All exterior material colors shall be in a natural palette in compliance with the Town of Breckenridge Development Code.

E. **Roofs:**

1. Roof forms shall utilize gable configurations, barrel roofs, flat roofs, shed roofs, hip roofs and other complementary roof forms. Flat roofs may be used as secondary accent forms and should be centrally drained. All drainage should be designed and approved by the consulting civil/soils engineer.
2. Roofs shall be constructed to a Class A Assembly and roofing materials shall be non-reflective metal, heavy rusticated composition shingles, or fire retardant simulated shakes or shingles.
3. When similar residences are side by side, varying roof forms and building geometry are required.

F. **Windows:**

1. All homes shall utilize aluminum clad wood windows. Corner windows, clerestory windows and geometric accent muntin patterns are encouraged.
2. When similar residences are side by side, varying window patterns are required to make each building unique.

G. **Entries and Exterior Doors:**

1. In duplex buildings, garage door locations shall alternate between front-load and side-load configurations where possible. Doors shall have glazed panels and be wood clad. Patterns shall vary.
2. Entry and garage doors shall be arranged and separated to convey the feeling of custom single family residences where applicable.

H. **Exposed Metal, Chimneys, Flues:**

1. All exposed metals such as fascia flashings, beam flashings, cap flashings, wall flashings, wall vents, roof vents, metal enclosures, flues and chimneys shall be of a non-reflective approved color and non-reflective. Exposed flue pipes are allowed if cleanly detailed and painted a dark non-reflective color to match the roof color.
2. When similar residences are side by side, variation of metal elements, chimneys, vents and/or flues are required.

I. **Minimum and Maximum Square Footages:**

1. No duplex building's total density (total of both sides of a duplex buildings) shall exceed 5,000 square feet. (Garages are counted as mass and do not count toward the density.)
2. Built units are allowed to be customized and vary in total density by plus or minus 10%.
3. The total finished areas for the development shall not exceed the following totals: Maximum Density = 84,700 Square Feet
   Maximum Mass = 101,640 Square Feet

Density Mass Total	Density	Mass
Units in duplex buildings (12 units)	30,000	36,000
Clustered single family homes (5 homes)	17,500	21,000
Single Family (6 homes @ 6,200 sq.ft.)	37,200	44,640
Total	84,700	101,640

Areas below grade do not count as density or mass as defined by the town code as follows: Square footage provided in living and non-living spaces that have a top plate or ceiling which is buried within two feet of finished grade, shall not count as mass or density.

The mass and density allocations per unit type have been allocated as follows.

	Density	Mass
Each units in duplex building	2,500	3,000
Each clustered single family home	3,500	4,200
Each Single Family	6,200	7,440

Each unit shall not exceed the allocated density and mass noted above by more than 10%. In no case shall the total density and mass for each of the three categories noted above be exceeded.

J. **Landscaping:**

All plantings shall comply with the Town of Breckenridge's Development Code Requirements. Boulder walls shall be minimized in scope and, where provided, landscaped and terraced in four-foot maximum height. All boulder walls shall be stacked horizontal (siloam type) stones. All decorative boulders shall be buried by at least 50%.

K. **Changes and Future Additions:**

A Colorado licensed architect is required for all proposed building changes and future additions. No work shall be undertaken (other than routine maintenance and repair) which will result in changes in the exterior appearance, including painting and staining, without prior written approval of the Homeowners Association, Architectural Committee appointed by the Homeowners Association. In addition, a Development Permit from the Town of Breckenridge may be required.

It may be possible for homeowners to provide additions and/or modifications to individual units as long as approval is obtained from the Homeowners Association and there is remaining density on the overall project. Written approval of the Homeowners Association is required to include allocation of the density/mass prior to application to the Town for development permit review. Additions and modifications shall strictly adhere to these guidelines. Allocation and fees to acquire this density is at the discretion of the developer and the Homeowners Association.

L. **Covenants, Codes and Restrictions:**

These guidelines shall be incorporated into the project Covenants, Codes and Restrictions, and the Homeowners Association Architectural Guidelines as appropriate.

BUILDING ENVELOPE AREAS

LOT	AREAS
SF 1	9,655
SF 2	8,114
SF 3	9,491
SF 4	7,965
SF 5	11,864
SF 6	11,102
5 CLUSTERED SINGLE FAMILY HOMES	35,918
12 UNITS IN SIX DUPLEX BUILDINGS	61,730

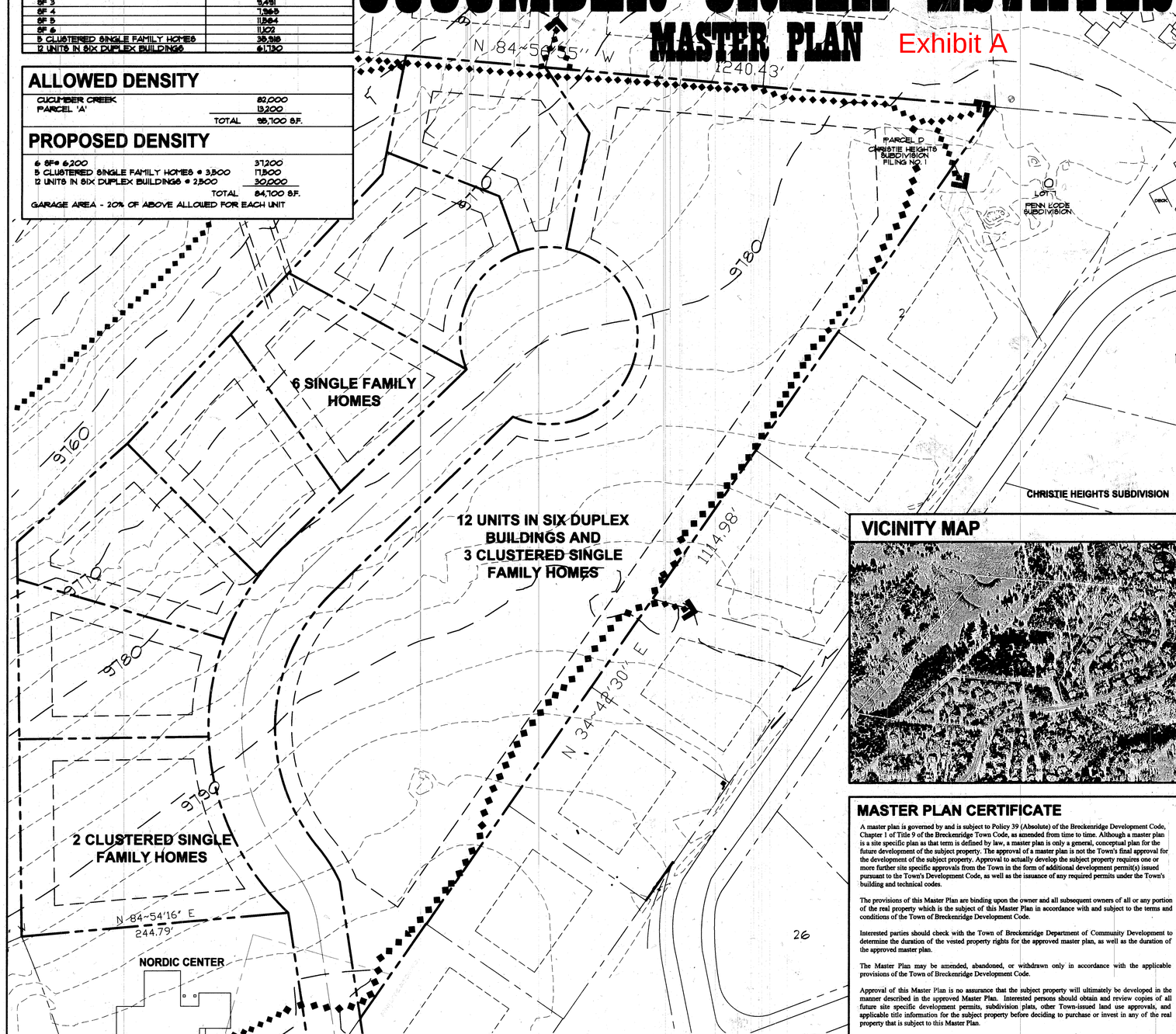
ALLOWED DENSITY

CUCUMBER CREEK		82,000
PARCEL 'A'		13,200
	TOTAL	95,700 S.F.

PROPOSED DENSITY

6 SF@ 6,200		37,200
5 CLUSTERED SINGLE FAMILY HOMES @ 3,500		17,500
12 UNITS IN SIX DUPLEX BUILDINGS @ 2,500		30,000
	TOTAL	84,700 S.F.

GARAGE AREA - 20% OF ABOVE ALLOWED FOR EACH UNIT



LAND USE MASTER SITE PLAN

SCALE: 1" = 50'-0"

VICINITY MAP

MASTER PLAN CERTIFICATE

A master plan is governed by and is subject to Policy 39 (Absolute) of the Breckenridge Development Code, Chapter 1 of Title 9 of the Breckenridge Town Code, as amended from time to time. Although a master plan is a site specific plan as that term is defined by law, a master plan is only a general, conceptual plan for the future development of the subject property. The approval of a master plan is not the Town's final approval for the development of the subject property. Approval to actually develop the subject property requires one or more further site specific approvals from the Town in the form of additional development permit(s) issued pursuant to the Town's Development Code, as well as the issuance of any required permits under the Town's building and technical codes.

The provisions of this Master Plan are binding upon the owner and all subsequent owners of all or any portion of the real property which is the subject of this Master Plan in accordance with and subject to the terms and conditions of the Town of Breckenridge Development Code.

Interested parties should check with the Town of Breckenridge Department of Community Development to determine the duration of the vested property rights for the approved master plan, as well as the duration of the approved master plan.

The Master Plan may be amended, abandoned, or withdrawn only in accordance with the applicable provisions of the Town of Breckenridge Development Code.

Approval of this Master Plan is no assurance that the subject property will ultimately be developed in the manner described in the approved Master Plan. Interested persons should obtain and review copies of all future site specific development permits, subdivision plats, other Town-issued land use approvals, and applicable title information for the subject property before deciding to purchase or invest in any of the real property that is subject to this Master Plan.

Owner Christie Heights Partnership Date 12/28/16
By: Timothy J. Kelly, Managing Partner

Director of Community Development Date
Peter Grosshuesch 1/16/17

Notice of MP recorded @ Reception No. 1130683 (12/29/2016)

REVISIONS:

JOB NO: 59502
DATE: 11/20/2015
DRAWN BY: J PAWLAK
CHECKED BY: M HOGAN

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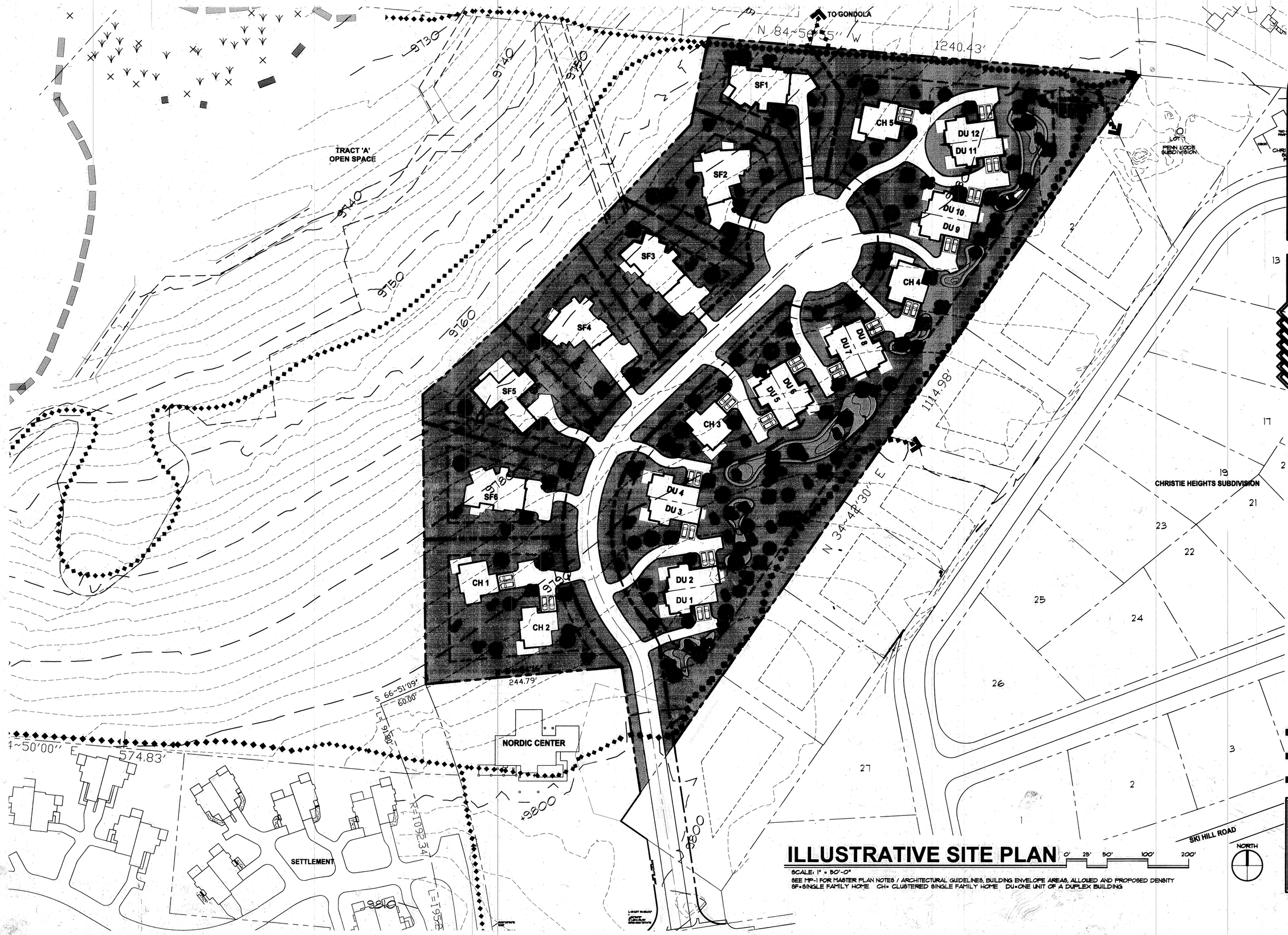
MASTER PLAN FOR RECORDS: 11/20/15
10/19/16 CLARIFICATIONS
12/21/16 FINAL

bhh Partners
P.O. BOX 931 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880

CUCUMBER CREEK ESTATES
BRECKENRIDGE, CO

© 2016

SHEET NUMBER:
MP-1
OF: 2



ILLUSTRATIVE SITE PLAN

SCALE: 1" = 50'-0"

SEE MP-1 FOR MASTER PLAN NOTES / ARCHITECTURAL GUIDELINES, BUILDING ENVELOPE AREAS, ALLOWED AND PROPOSED DENSITY

SF=SINGLE FAMILY HOME CH= CLUSTERED SINGLE FAMILY HOME DU=ONE UNIT OF A DUPLEX BUILDING

REVISIONS:

JOB NO: 5-5502
DATE: 11/20/2015
DRAWN BY: J PAULAK
CHECKED BY: M HOGAN

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

MASTER PLAN FOR RECORD: 11/20/15
10/13/16 CLARIFICATIONS
12/21/16 FINAL

bhh Partners
P.O BOX 931 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880

CUCUMBER CREEK ESTATES

BRECKENRIDGE, CO

© 2016

SHEET NUMBER:

MP-2

OF: 2

1172546
Kathleen Neel—Summit County Recorder
2 Pages
6/19/2018 2:15 PM
DF: $0.00

CUCUMBER CREEK ESTATES SUBDIVISION

LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

Exhibit B

PLAT NOTES

1. Date of Survey: November 30, 2018.

2. Basis of Bearing: Line 6–7 of the Cucumber Patch Placer, MS 2630 as shown on the plat of Christie Heights Subdivision Filing No. 2, bearing N 34°44'30" E, a distance of 1,115.14 feet.

3. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification.

4. By acceptance of a deed to property burdened or benefited by easements described in notes set forth herein, the owners of such property agree to indemnify and hold harmless the Declarant and its respective successors and assigns from any liability pertaining to the use of such easements and further agree to use the easements in a safe and reasonable manner which does not unreasonably interfere with the rights of the other owners of property shown hereon.

5. The real property shown on this Plat is subject to the Master Plan approved by the Breckenridge Town Council on May 10, 2016, notice of approval of which was recorded in the records of the Summit County Clerk and Recorder on December 29, 2016 at Reception No. 1130683, as amended from time to time (the "Master Plan").

6. As part of its future development, Declarant, its successors or assigns may subject the real property within Cucumber Creek Estates Subdivision, or portions thereof, to one or more declarations of covenants, conditions, and/or land use restrictions. Any such declaration shall be recorded in the records of the Summit County, Colorado Clerk and Recorder.

7. Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, and to the Xcel Energy Company, Qwest Communications and Comcast Cable, together with their respective successors and assigns perpetual, non–exclusive easements in through and under that portion of the property designated on this Plat as an easement containing the word "Utility" in its descriptive name, which easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing aboveground and underground transformers and other underground facilities necessary for the provision of electricity, gas, telephone, water and cable television services. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with such dedication and public use of these easements and any facilities associated therewith, including without limitation, liability associated with design, maintenance and repair of such easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such easements, and the right to assign such right to a property owners association created for the property or any portion thereof (an "Association") for the purpose of protecting owners' rights to peaceful enjoyment of their property.

8. Declarant hereby reserves to itself and its successors and assigns, and hereby grants, dedicates and conveys to the Upper Blue Sanitation District, subject to the reserved rights of Declarant herein set forth, perpetual, non–exclusive easements in, through and under that portion of the property designated on this Plat as any easement 25' or greater in width and containing the word "Utility" or "Sewer" in its descriptive name, (each a "Sewer Easement" and collectively, the "Sewer Easements") which Sewer Easements may be used solely for the purpose of constructing, operating, maintaining, repairing, and replacing underground sewer facilities. Except for the obligations of Declarant pursuant to the Sewer Line Extension Agreement between such Declarant and the Upper Blue Sanitation District, Declarant is hereby released from any liability associated with the use of such Sewer Easements, including without limitation, liability associated with the design, construction, maintenance and repair of underground sewer facilities thereon. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Sewer Easements and the right to assign such right to the Association, but such restrictions shall not apply in the event of an emergency as reasonably determined by the Upper Blue Sanitation District.

9. Declarant hereby reserves itself and its successors and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual, non–exclusive easements in, through and under those portions of the property designated on this Plat as an easement containing the word "Drainage" in its descriptive name, (each a "Drainage Easement" and collectively, the "Drainage Easements"), which Drainage Easements may be used solely for the purpose of constructing, operating, maintaining, repairing and replacing drainage facilities and for the drainage and storage of water from other land. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement between such Declarant and the Town of Breckenridge, Declarant is released from any liability associated with such dedication and public use of these Drainage Easements and any facilities associated therewith, including without limitation, liability associated with the design, maintenance and repair of such Drainage Easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Drainage Easements and the right to assign such right to an Association, for the purpose of protecting owners' rights to peaceful enjoyment of their property.

10. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, perpetual non–exclusive easements in, over and through those portions of the property designated on this Plat as an easement containing the words "Public Trail" in its descriptive name, (each a "Public Trail Easement" and collectively, the "Public Trail Easements"), which easement may be used for pedestrian, bicycle and nordic ski traffic and the construction, repair and maintenance of trails suitable for such use. No motorcycle, motorbike, snowmobile, golf cart or other motorized vehicle shall be permitted on such Public Trail Easements, other than motorized vehicles reasonably necessary for the operation, maintenance, repair and replacement of the Public Trail Easements, specifically including nordic ski grooming and maintenance vehicles. No horses or similar animals, whether being mounted or unmounted, are permitted on such Public Trail Easements. Declarant is hereby released from any liability associated with such dedication and public use of the Public Trail Easements, including without limitation, liability associated with construction, maintenance and repair of such easement. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Public Trail Easements and the right to assign such right to an Association for the purpose of protecting the owners' rights to peaceful enjoyment of their property.

11. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, in fee simple, for public use, the Road (that portion of the property designated on this Plat as "Cucumber Drive") which may be used for the purpose of constructing, operating, maintaining, repairing and replacing public roadways, drainage facilities, utilities and ingress and egress over the Road. Except for the obligations of Declarant pursuant to the Subdivision Improvement Agreement between Declarant and the Town of Breckenridge, upon acceptance of the Road by the Town of Breckenridge, Declarant shall be deemed released from any liability associated without limitation, liability associated with the design, construction, maintenance and repair of the Road.

12. The total square footage of the improvements to be constructed within the Cucumber Creek Estates shall not exceed the following:
- Six Single Family Homes to be constructed on Tract A: 6,200 sq. ft. per home.
- Five Clustered Single Family Homes to be constructed on Tracts B through E: 3,500 sq. ft. per home.
- Twelve Duplex Homes to be constructed on Tracts B through E: 2,500 sq. ft. per home.

Maximum densities are not guaranteed to fit onto each Lot or Disturbance Envelope for which they are proposed. There may be Lots where the maximum allowable density may not be achievable due to application of the Town of Breckenridge Development Code design standards or because of existing natural features or the specific building site.

13. The Clustered Family Homes and Duplex Homes shall be constructed on Tracts B through E within the dashed line on the Plat labeled 'Site Disturbance Boundary'. All building improvements and excavation must be contained within the Site Disturbance Boundary. Private driveways and the retaining structures associated with the construction of private driveways, utility lines, landscaping, drainage and entry walks to residences are permitted outside the Site Disturbance Boundary. Except in connection with any of the foregoing, tree cutting outside the Site Disturbance Boundary is prohibited unless otherwise approved by the Declarant and the Town of Breckenridge.

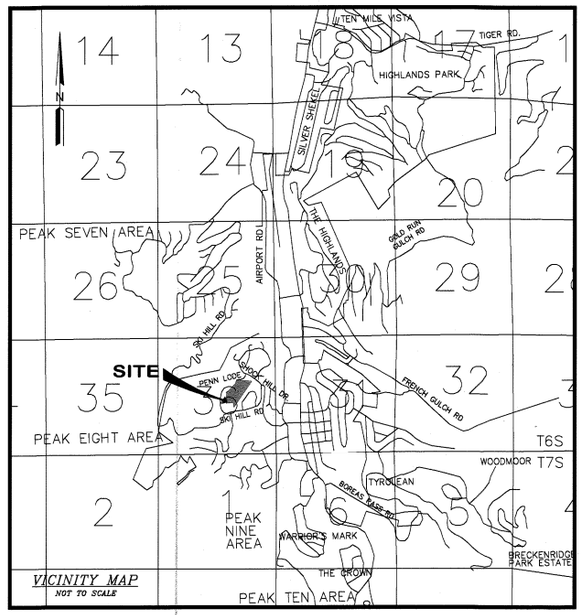
14. Any development permit for a Single Family Home upon Tract A shall include a building or disturbance envelope reasonably acceptable to the Town of Breckenridge and Declarant.

15. Nothing contained in these Plat Notes shall restrict the Town of Breckenridge from reasonable use of the easements granted to it herein in the event of an emergency, as reasonably determined by the Town of Breckenridge, free from restrictions on the time and manner of use of such easement imposed by Declarant, if any.

16. Declarant hereby reserves to itself and its contractors, subcontractors, agents, successors and assigns a perpetual, non–exclusive easement over, under and through each Tract and all other areas of Cucumber Creek Estates designated on this Plat for the purpose of access, ingress, egress, lay down and other activities reasonably necessary or desirable to facilitate the construction, installation, repair and maintenance of all infrastructure, improvements and utilities now or hereafter contemplated or required to serve any part of Cucumber Creek Estates Subdivision or other property now or hereafter owned by Declarant. Except as otherwise agreed by Declarant in writing, Declarant is hereby released from any liability associated with the use of such easements.

18. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge a perpetual, non–exclusive easement upon, across and over those portions of the property designated on this Plat as an easement containing the words "Snow Storage" in the description thereof which easements may be used solely for the storage and stacking of snow and related uses.

17. This Plat does not constitute and shall not be construed as a title search, report, opinion or finding by the surveyor. This Plat is based in part on Land Title Guarantee Company of Summit County commitment for Title Insurance issued under File No. M20180832.



VICINITY MAP

TOWN CLERK'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT }ss
TOWN OF BRECKENRIDGE }

I Hereby certify that this instrument was filed in my office at 1:37 o'clock, P M. this 19th day of June, 2018, and is duly recorded.

Deputy Town Clerk

TOWN OF BRECKENRIDGE
TOWN CLERK'S OFFICE
SEAL
SUMMIT COUNTY, COLORADO

TOWN OF BRECKENRIDGE CERTIFICATE

This plat is approved this 19th day of June, 2018.

TOWN OF BRECKENRIDGE

By: _____
Director, Department of Community Development

Notice:

Public notice is hereby given that the Town of Breckenridge hereby accepts all of the offers of dedication made by this plat. However, such acceptance does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by the Town.

Until such roads and rights of way meet Town road specifications and are specifically accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights of way are the sole responsibility of the owners of the land embraced within this subdivision.

NOTE: The Town Certificate on any subdivision plat may be executed by the Director of the Department of Community Development, or any Assistant Director.

OWNER'S CERTIFICATE

Know all men by these presents: that Christie Heights Partnership, a California General Partnership ("Declarant"), being sole owner in fee simple of the real property situated in Section 36, Township 6 South, Range 78 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado and being more particularly described as follows:

Tract B as described on the Plat of Christie Heights Subdivision, Filing No. 2 filed under reception number 644114 on January 31, 2001 in the records of the Summit County, Clerk and Recorder,

containing 9.24 acres, more or less, has laid out, subdivided and platted the same into tracts, lots, right of way and easements as shown hereon under the name and style of CUCUMBER CREEK ESTATES SUBDIVISION, and does hereby set apart and dedicate to the perpetual use of the public the places and portions of the land designated as right of way and easements for the installation and maintenance of public roads, utilities, drainage and trails pursuant to the plat notes.

IN WITNESS WHEREOF, Timothy J. Casey, General Partner, has caused his name to be hereunto subscribed this 19th day of June, 2018.

Christie Heights Partnership
a California General Partnership

By: _____
Timothy J. Casey
General Partner

STATE OF COLORADO }
COUNTY OF SUMMIT }ss

The foregoing instrument was acknowledged before me this 19th day of June, 2018, by Timothy J. Casey, General Partner, Christie Heights Partnership, a California General Partnership.

Witness my hand and official seal.
MY COMMISSION EXPIRES: 9/27/19

JILL BLOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19934011064
MY COMMISSION EXPIRES SEPTEMBER 27, 2019

Notary Public

TITLE COMPANY CERTIFICATE

Land Title Guaranty Company of Summit County does hereby certify that it has examined the title to all lands shown hereon and all lands shown hereon and all lands herein dedicated by virtue of this plat and title to all such lands is in the dedicator free and clear of all liens, taxes and encumbrances, except as follows:

None

Dated this 19th day of June, 2018.

LAND TITLE GUARANTY COMPANY OF SUMMIT COUNTY

BY: Cynthia Evans

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of all taxes due and payable as of January 1st, 2018 upon parcels of real estate described on this plat are paid in full.

Dated this 19th day of June, 2018.

Summit County Treasurer or Designee

TREASURER
SUMMIT COUNTY
1861

SURVEYOR'S CERTIFICATE

I, Elizabeth K. Schmidt, a Colorado Registered Land Surveyor, do hereby certify that this Plat of Cucumber Creek Estates Subdivision was prepared by me and under my supervision, and that both this Plat and the survey are true and accurate to the best of my knowledge and belief and that all monuments were placed pursuant to CRS 38–51–105.

Dated this 15th day of June, 2018.

Elizabeth K. Schmidt, PLS NO. 37047

COLORADO
ELIZABETH K. SCHMIDT
37047
PROFESSIONAL LAND SURVEYOR

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT }ss

I Hereby certify that this instrument was filed in my office at 2:15 o'clock, P M. this 19 day of June, 2018, and filed under Reception Number 1172546

Summit County Clerk and Recorder

Rachel Allen
Deputy Clerk

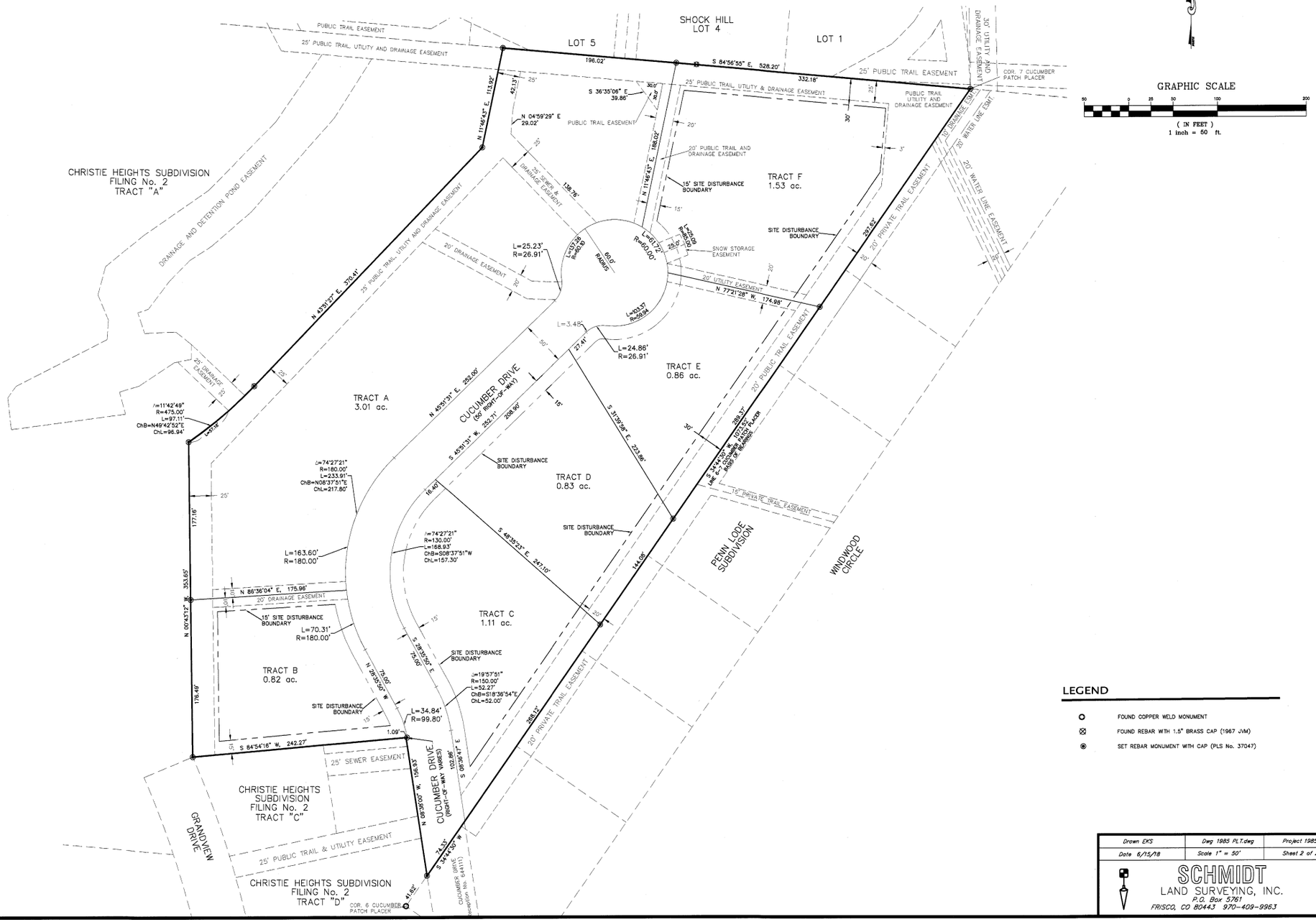
Drawn EKS	Dwg 1985 PLT.dwg	Project 1985
Date 6/15/18	Scale 1" = 50'	Sheet 1 of 2

SCHMIDT
LAND SURVEYING, INC.
P.O. Box 5761
FRISCO, CO 80443 970–409–9963

H-108

CUCUMBER CREEK ESTATES SUBDIVISION

LOCATED IN SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO



LEGEND

- FOUND COPPER WELD MONUMENT
- FOUND REBAR WITH 1.5" BRASS CAP (1967 JVM)
- SET REBAR MONUMENT WITH CAP (PLS No. 37047)

Drawn EKS	Dwg 1985 PLT.dwg	Project 1985
Date 6/15/18	Scale 1" = 50'	Sheet 2 of 2

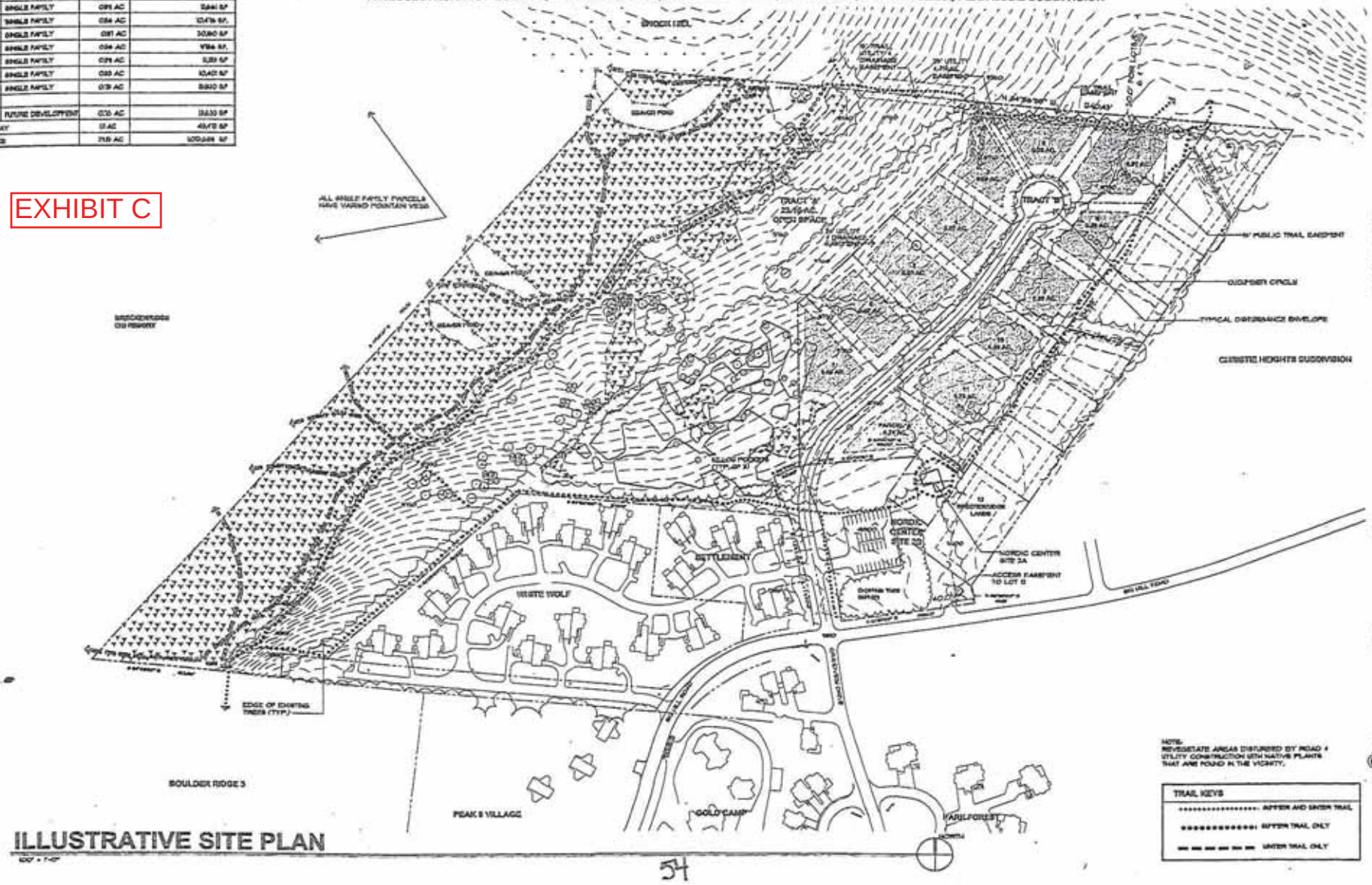
SCHMIDT
LAND SURVEYING, INC.
P.O. Box 5761
FRISCO, CO 80443 970-409-9963

CUCUMBER CREEK ESTATES

A RESUBDIVISION OF LOTS 2A, 2B AND PARCEL D, CHRISTIE HEIGHTS, FILING NO. 2, AND PARCEL A, PENN LODE SUBDIVISION

EXHIBIT C

SITE DATA			
LOT #	USE	LOT SIZE	DISTURBANCE ENVELOPE SIZE
1	SINGLE FAMILY	0.44 AC	[illegible]
2	SINGLE FAMILY	0.61 AC	[illegible]
3	SINGLE FAMILY	0.49 AC	[illegible]
4	SINGLE FAMILY	0.41 AC	[illegible]
5	SINGLE FAMILY	0.95 AC	[illegible]
6	SINGLE FAMILY	0.84 AC	[illegible]
7	SINGLE FAMILY	0.81 AC	[illegible]
8	SINGLE FAMILY	0.84 AC	[illegible]
9	SINGLE FAMILY	0.75 AC	[illegible]
10	SINGLE FAMILY	0.93 AC	[illegible]
11	SINGLE FAMILY	0.79 AC	[illegible]
PARCEL 'A'	FUTURE DEVELOPMENT	0.73 AC	[illegible]
RIGHT OF WAY		12 AC	[illegible]
OPEN SPACE		71.9 AC	[illegible]



ILLUSTRATIVE SITE PLAN

REVISIONS:

JOB NO:
DATE:
DRAWN BY:
CHECKED BY:

BAKER • HOGAN • HOUX
ARCHITECTURE & PLANNING / A.I.A. / P.C.
P.O. BOX 931, ADAMS, BRECKENRIDGE, COLORADO 80424 (970) 453-6980
BRECKENRIDGE, COLORADO

CUCUMBER CREEK ESTATES

©2000

SHEET NUMBER: A-1

54

CUCUMBER CREEK ESTATES

A RESUBDIVISION OF TRACT 'B', CUCUMBER CREEK ESTATES, SITES & TRACTS
SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH P.M.
A PART OF CUCUMBER PATCH PLACER, MS 2630 AND A PART OF LOMAX GULCH PLACER, MS 1807
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO

EXHIBIT D

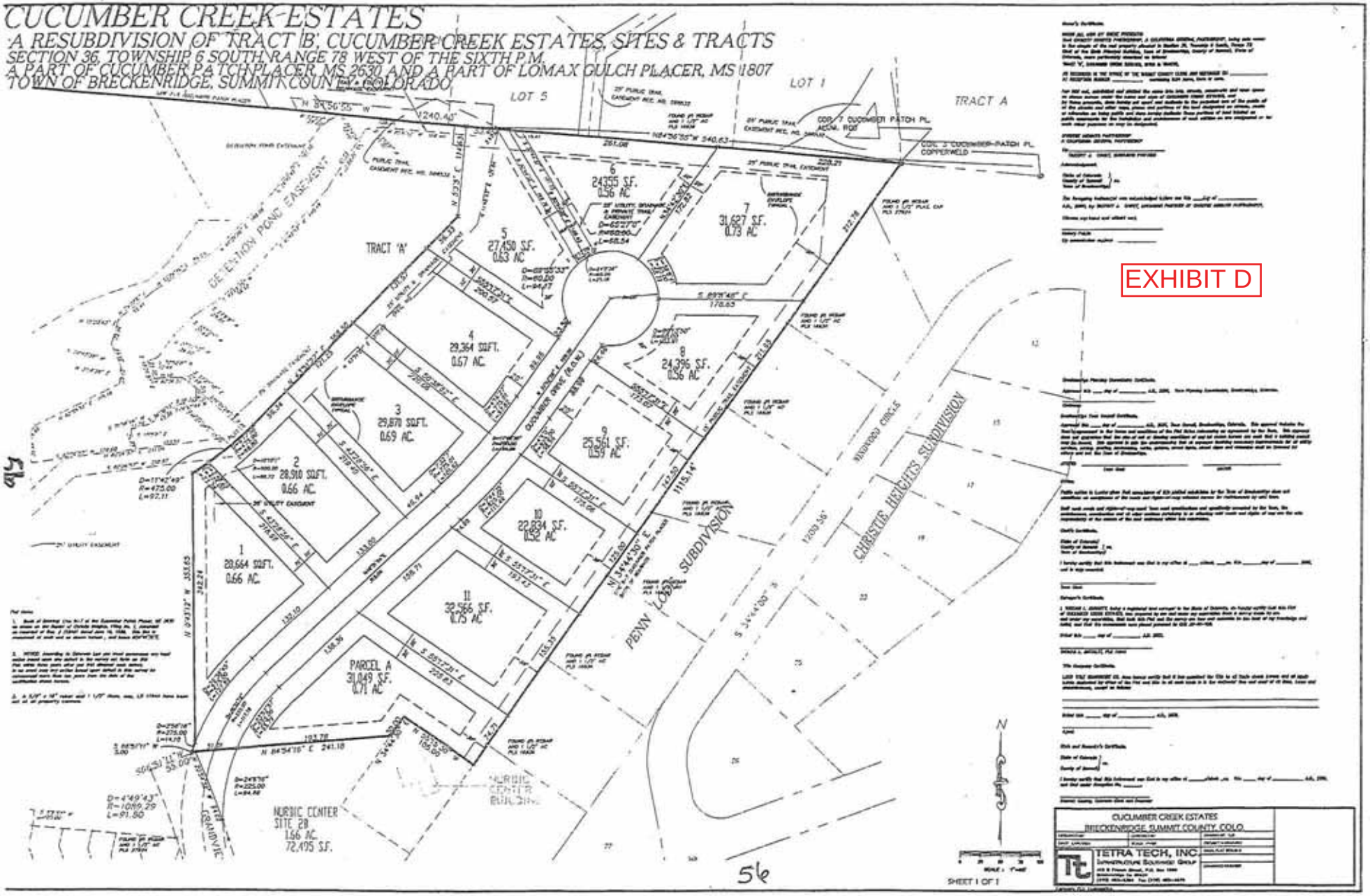


EXHIBIT E

CUCUMBER CREEK ESTATES, SITES & TRACTS

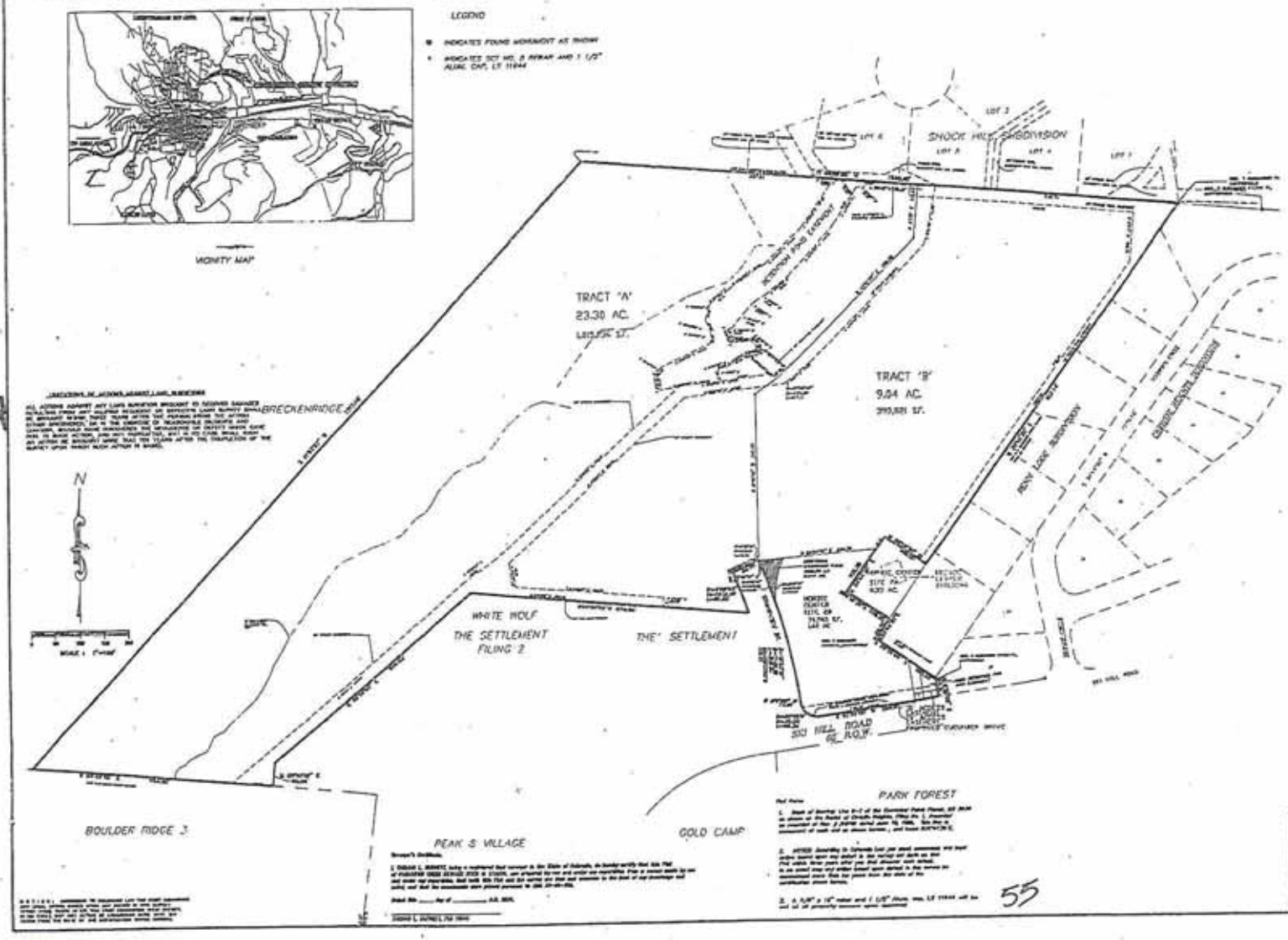
A RESUBDIVISION OF SITE 2A, SITE 2B, REPLAT OF CHRISTIE HEIGHTS, FILING NO. 1, AMENDED AND A PART OF PARCEL D, A REPLAT OF CHRISTIE HEIGHTS, FILING NO. 1

SECTION 36, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE SIXTH P.M.
A PART OF CUCUMBER PATCH PLACER, MS 2630 AND A PART OF LOMAX GULCH PLACER, MS 1807
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO

VICINITY MAP

LEGEND

- INDICATES FOUND MONUMENT AS SHOWN
- INDICATES SET NO. 5 REBAR AND 1 1/2" ALUM. CAP, LS 19644



SHEET 1 OF 1

CUCUMBER CREEK ESTATES, SITES & TRACTS
BRECKENRIDGE, SUMMIT COUNTY, COLO.

TETRA TECH, INC
INFRASTRUCTURE SOLUTIONS GROUP

55

CUCUMBER CREEK ESTA

EXHIBIT F

	LOT SIZE	BUILDING ENVELOPE SIZE
ELY	2.41 AC	7,168 SF
ELY	1.83 AC	8,737 SF
ELY	1.91 AC	8,275 SF
ELY	2.37 AC	8,059 SF
ELY	2.45 AC	8,649 SF
ELY	2.38 AC	7,463 SF
ELY	2.87 AC	7,348 SF
ELY	2.42 AC	8,007 SF
ELY	1.07 AC	8,313 SF
ELY	0.65 AC	9,623 SF
ELY	0.67 AC	9,836 SF
ELY	0.67 AC	9,450 SF
ELY	0.67 AC	7,792 SF
ELY	0.67 AC	9,357 SF
ELY	0.67 AC	8,829 SF
ELY	0.66 AC	9,461 SF
ELY	0.50 AC	9,861 SF
ELY	0.50 AC	7,852 SF
ELY	0.50 AC	8,899 SF
ELY	0.50 AC	7,945 SF
ELY	0.61 AC	7,414 SF
ELY	0.64 AC	5,283 SF
ELY	0.59 AC	5,061 SF
ELY	0.49 AC	5,372 SF
ELOPMENT	0.88 AC	21,121 SF

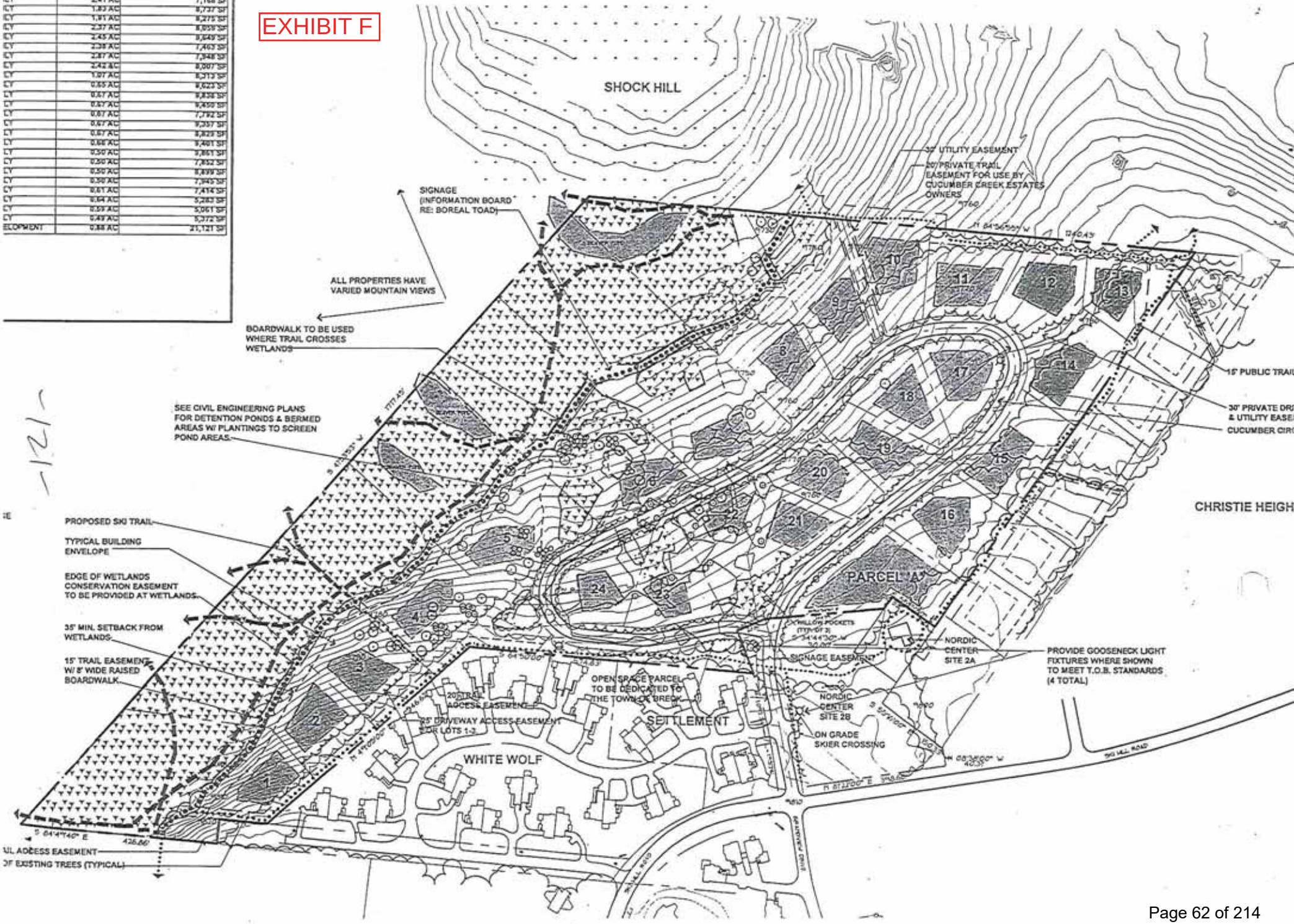


Exhibit G

LEASE

THIS LEASE ("**Lease**") is dated October 25, 2018 and is between CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership, and Cucumber Creek Associates, LLC a Colorado Limited Liability Company, collectively ("**Landlord**") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Tenant**").

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

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

(the "**Property**")

upon the following terms and conditions:

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

2. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Insurance.

18.1 Throughout the term of this Lease Tenant will procure and maintain general liability insurance with minimum combined single limits of not less than the limits of liability established under the Colorado Governmental Immunity Act (§24-10-101, et seq., C.R.S.), as amended from time to time (the "**Act**"), which limits are as of the commencement of this Lease $387,000 for injuries or damages sustained to one person in any single occurrence and $1,093,000 for injuries or damages sustained to two or more persons in any single occurrence. Such coverages will be procured and maintained with forms and insurers reasonably acceptable to the Landlord. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to Section 21. In the case of any claims-made policy, the necessary retroactive damages and extended reporting periods will be procured to maintain such continuous coverages.

18.2 The general liability insurance policy required by Section 18.1 will be endorsed to include the Landlord as an additional insured. Every policy required above will be primary insurance, and any insurance carried by Landlord is excess and not contributory insurance to that provided by Tenant. Tenant is solely responsible for any deductible losses under any policy required above.

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

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

AND

Cucumber Creek Associates, LLC
P.O. Box 7
Breckenridge, CO 80424

18.4 Notwithstanding any other portion of this Lease, failure on the part of Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits throughout the term of this Lease will constitute a material breach of this Lease for which Landlord may immediately terminate this Lease.

19. No Waiver Of Governmental Immunity. Landlord acknowledges that Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently $387,000 per person and $1,093,000 per occurrence) or any other rights,

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

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

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

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

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

If intended for Tenant, to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Telecopier number: (970)547-3104
Telephone number: (970)453-2251

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

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

If intended for Landlord, to:

Christie Heights Partnership
Timothy J. Casey, Managing Partner
P.O. Box 2340
Breckenridge, CO 80424

Telecopier number: (970) 453-5490
Telephone number: (970) 453-2571

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

Stephen C. West, Esq.
West Brown
P. O. Box 588
Breckenridge, Colorado 80424

Telecopier number: (970) 453-0192
Telephone number: (970) 453-2901

AND

Cucumber Creek Associates, LLC
Thomas Begley, Manager
P.O. Box 7
Breckenridge, CO 80424

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TENANT:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

By _____
Rick G. Holman, Town Manager

ATTEST:

_____
Helen Cospolich, CMC, Town Clerk

LANDLORD:

CHRISTIE HEIGHTS PARTNERSHIP, a
California general partnership

By: _____
Timothy J. Casey, Managing Partner

CUCUMBER CREEK ASSOCIATES, LLC
a Colorado limited liability company

By: _____
Thomas Begley, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 31st day of October, 2018 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: 9/28/19.

SUSAN K BROWN
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 19914012103
Expires September 28, 2019

Susan K Br
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

WITNESS my hand and official seal.

My commission expires: 9-14-2022.

Carolyn Mendrick
Notary Public

CAROLYN MENDRICK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064037268
My Commission Expires September 14, 2022

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 26th day of October, 2018, by Thomas Begley, Manager of Cucumber Creek Associates LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 9-14-2022.

CAROLYN MENDRICK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064037268
My Commission Expires September 14, 2022

Carolyn Mendrick
Notary Public

1500-103\Lease_2 (10-25-18)

Exhibit H

1119421
Kathleen Neel – Summit County Recorder

7 Pages
8/22/2016 1:31 PM
DF: $0.00

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

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

This Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates ("Agreement") is made as of the 19th day of July, 2016 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the "Town") and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the "Developer").

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001 UNDER RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

("Tract B").

B. Pursuant to Development Permit #2016-040 ("Master Plan Permit"), the Town has approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. Pursuant to the Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado ("Original Agreement"), the vested property rights period for Development Permit # 1998-3-3 for a subdivision plan for Tract B ("Subdivision Permit") will expire on January 9, 2021. As used in this Agreement, the term "vested property rights period" shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

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

E. As the result of: the approval of the Master Plan Permit; Developer's need to develop a new subdivision plan for Tract B that is as sensitive as possible to the Town's adjacent Cucumber Gulch open space; the continued desire of the Developer to delay development; and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible, adding five (5) additional years to the current vested property rights period is reasonable.

F. No additional commitments, as encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time.

G. The Town Council has received a completed application and all required submittals for a development agreement, had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an expansion of the vested rights to include the Master Plan Permit and an extension of the vested property rights period by five (5) additional years because of Developer's need to develop a new subdivision plan for Tract B, the continued desire of the Developer to delay development, and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. The Town acknowledges and agrees that the Master Plan Permit constitutes a site specific development plan and that it is hereby designated as a site specific development plan.

3. Pursuant to its authority under paragraph K of Section 9-1-17-11 of the Breckenridge Development Code, the Town Council, on behalf of the Town, agrees that the vested property rights period provided for in the Original Permit shall be expanded to include the Master Plan Permit, including any amendments thereto, and shall be extended to January 9, 2026.

4. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein or in the Permit, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to Tract B (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any development of Tract B which is the subject of this Agreement shall be done in compliance with the then-current laws of the Town.

5. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town's: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

6. This Agreement shall run with title to the land and be binding upon and inure to the benefit of Developer, its successors and assigns.

7. Prior to any action against the Town for breach of this Agreement, Developer shall give the Town a sixty (60) day written notice of any claim by the Developer of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

8. The Town shall not be responsible for and the Developer shall have no remedy against the Town if development of Tract B is prevented or delayed for reasons beyond the control of the Town.

9. Actual development of Tract B shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

10. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

11. The Developer agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of Developer; any subcontractor of Developer, or any officer, employee, representative, or agent of Developer or of any subcontractor of Developer, or which arise out of any worker's compensation claim of any employee of Developer, or of any employee of any subcontractor of Developer; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Developer agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

12. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.

13. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

14. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvements.

15. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

16. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

17. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Developer expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

18. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town:	Rick Holman, Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, CO 80424
With A Copy (which shall not constitute notice to the Town) to:	Timothy H. Berry, Esq. Town Attorney P.O. Box 2 Leadville, CO 80461
If To The Developer:	Timothy J. Casey Christie Heights Partnership P.O. Box 2340 Breckenridge, CO 80424

With A Copy (which shall not constitute notice) to:

Stephen C. West, Esq.
West Brown Huntley PC
P.O. Box 588
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

19. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.

20. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

[Separate Signature Pages Follow]

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

Attest:

Helen Cospolich, Town Clerk

By: _____
Rick Holman, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this 18th day of August, 2016 by Rick Holman as Town Manager and Helen Cospolich, of the Town of Breckenridge, a Colorado municipal corporation of the State of Colorado.

Witness my hand and official seal.
My commission expires: 9/28/19

SUSAN K BROWN
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 19914012103
Expires September 28, 2019

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

1. The foregoing was acknowledged before me this 18TH day of AUGUST, 2016 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

Witness my hand and official seal.
My commission expires: 8/15/20

PATRICIA A. BUTLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924009288
MY COMMISSION EXPIRES 08/15/20

_____
Notary Public

1070.40 development agmt vesting 05-17-16

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Shannon Smith, Town Engineer

Date: 5/8/2025 (for 5/13/2025 work session)

Subject: Public Projects Update

Kingdom Park Ballfield Pavillion Improvements

The Kingdom Park ballfields have recently undergone significant improvements through capital project investment beginning in 2022 with the replacement of the lights followed by the conversion to artificial turf in 2024 which extended the seasonal use of the field for multi-sport play and provided a home field for the Summit High School baseball team. The current Ballfield Pavillion project is the final piece of the ballfield rehabilitation and looks to improve the space between the two artificial turf fields from the recreation path to the east to the parking lot to the west. The full project scope includes demolishing the existing restroom and pavilion structure, re-grading the site to meet ADA requirements, constructing a new restroom and shade structure, wayfinding, installing batting cages, improving viewing and seating locations, removing the existing playground, and creating a safer vehicular entry to the parking lot. The 2025 Phase 1 project does not include the changes to the parking lot entrance, batting cages and related grading, or new wayfinding signage. Final design and construction cost estimating for the remaining work (Phase 2) has not yet been completed for the project.

Three proposals were received for the Phase 1 construction on April 16th. Staff interviewed the top two candidates on April 29th and seeks Council approval to contract with the Columbine Hills Construction team (CHC). Columbine Hills has partnered with F.D. Taylor, the electrical contractor that performed the light replacement in 2022, and C4 LTD whose team members have completed a multitude of projects for the Town including the Arts District campus, the Public Works Administration Building, Old Masonic Hall, and more. The proposed construction schedule for the project is for completion of the hardscape components by November 2025, followed by completion of the restroom structure by spring 2026.

Budget: The construction cost estimate for the Phase 1 work proposed by CHC is $3.23M and additionally offers approximately $200,000 in value-engineering that could likely be implemented without significant changes to the project. The 2025 CIP has a current budget placeholder of $1M for the project; therefore, an approximate $2M supplemental appropriation would need to be approved by the Council to complete the 2025 project. Staff recommends that a 10% owner's contingency for the project be covered by savings from other current CIP projects to minimize the amount of additional funding needed. The proposed budget and funding is shown in the table below. As discussed at previous work sessions, this significant budget increase was expected due to the need to demo and replace the existing restroom facility and the direction to move the shade structure into the first phase of the project.

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

Proposed Project Budget -Phase 1	
CHC Proposal Estimate	$3,233,000
CHC Proposed VE	($200,000)
Owner's Contingency	$300,000
Proposed Project Budget	$3,333,000
Proposed Project Funding – Phase 1	
2025 CIP	$1,000,000
2025 Supplemental Appropriation	$2,033,000
CIP Project Savings to Contingency	$300,000
Proposed Total Funding	$3,333,000

Town Council Action Requested: Does the Council approve moving forward with the project and supplemental budget appropriation of $2,033,000 for Phase 1 of the project?

Broken Lance Culvert Bridge and Drainage Project

This large infrastructure project in the Warrior's Mark neighborhood includes replacing aging culverts that pass the Blue River under Broken Lance Drive with a single-span concrete culvert bridge, replacing water mains, constructing a seepage diversion trench to divert groundwater from the road subgrade, storm sewer installation, bus stop improvements, and reconstruction of the roadway.

Schedule: The contractor has begun construction on Broken Lance Drive as of 5/5/25. The contractor and staff are continuing work on utility relocation coordination. Traffic control plans and detours will be updated frequently as work progresses.

Staff has developed online resources for residents and performed robust public outreach on the project. Staff hosted two public meetings at the Recreation Center and also plans to hold two more events in June after construction begins, which may bring up new questions from the community. The Town's Communications team is assisting Engineering staff with additional marketing of events and updates for the construction. Danny Kosel, Kendra Hane, Flor Cruz, and Brooke Dunn created a video for social media describing the Broken Lance project. Staff also distributed flyers to local residents' homes to ensure they were aware of the project and flyers were also posted at local bus stops. Staff has created a weekly construction update email that will be sent to residents who have provided their emails to the database. Please visit www.townofbreckenridge.com/brokenlance for construction updates.

Budget: The project includes funding from the Capital Fund and Water Utility Fund.

Project Funding	
Prior Years Budget Rollover	$850,000
2025 CIP	$6,650,000
2025 Water Fund CIP	$3,916,000
TOTAL Funding	$11,416,000

Spanish language project signage.

Installation of groundwater diversion trench.

Asphalt and Concrete Repair Project

The asphalt and concrete repair project is an annual project that funds large roadway repairs, generally using a 2" mill and asphalt overlay or full-depth reconstruction when required, and concrete replacement including curb, gutter, sidewalks, and curb ramps. Proposed repair locations for the 2025 project include N. French Street between Park Avenue and Main Street, S. French Street between Washington Avenue and Jefferson Avenue, Washington Avenue, the Main Street/Park Avenue roundabout, Highwood Circle, Settlers Drive, Willow Lane, Red Feather Road, and Tomahawk Lane. Concrete work will include damaged concrete adjacent to the asphalt repairs including upgrades to curb ramps to meet ADA standards, the sidewalk in from of La Cima Mall, and other locations as budget allows.

Schedule: Work began on April 28th with concrete removal and replacement along Washington Avenue and French Street. Milling began on May 5th on Highwood Circle, Settlers Drive, and Willow Lane. Columbine Hills Construction is performing the work. Please visit www.BreckRoads.com for schedule updates as they become available.

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

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

Photos of ADA improvements on the curb ramps located at Washington Ave and Ridge St.

Photos of milling operations on Highwood Circle and Settlers Drive.

Memo

To: Town Council

From: Mobility Staff

Date: 5/7/2025 (for 5/13/2025 work session)

Subject: Mobility Update

Parking

Oversize Overnight Parking – As the Runway Neighborhood project looks to begin its initial building phase this summer, changes to the Airport Road Lot are needed for the construction area to be properly fenced. This first fenced-in phase will remove around ¾ of the parking area, from north of the sledding hill to the south entrance by Breck Terrace. Staff have met internally to discuss what the remaining space can be utilized for, and the limited square footage is creating a need to restrict what size and how many vehicles can park in this area. With a reasonable alternative for standard-sized cars and trucks to park at the Stephen C. West Ice Arena, we have decided the most efficient use of the limited footprint at Airport will be for oversized (greater than 20 feet in length) vehicles, for which we do not currently have other parking options within Town limits. Our data shows that the summertime paid overnight sessions in Airport have historically been less than 20 vehicles on the busiest of weekends, and this number reflects any size vehicle, not just oversize.

Knowing the number needed is less than 25 on all but peak weekends during the summer months, staff will delineate a specific area in the southernmost end of the current lot where we can allow large vehicles to park for up to 14 days in a calendar year. Vehicles will need to enter and exit through the roadway nearest the Breck Terrace buildings.

At the last Council meeting, staff received feedback from Council that the proposed rate of $60/night was higher than expected. Staff have done some further research and would like to propose the rate be **$45 per night**. The reasons being:

- Current Ice Arena overnight parking rates for standard-sized vehicles is up to $35 per night
- The amount of space an oversized vehicle takes up compared to most standard size vehicles is often more than double
- The Airport Lot overnight area that is currently in place was initially designed/fenced at just over a 100-vehicle capacity
- The new Airport Lot overnight area needs to be scaled down to ¼ of the current capacity
- The slightly higher price-point is intended to naturally migrate standard-sized vehicles to the Stephen C. West lot, allowing for vacant space for the larger vehicles to find reliable parking at Airport

If Council agrees to this fee adjustment, there will be a resolution at the May 27th meeting and the fee adjustment will take place on June 1st. Messaging will take place in the lot on both variable messaging boards and print signage noting the change in fee and alternative parking locations for standard size vehicles. This messaging will also be reflected on the BreckPark.com website's main page, and Mobility staff have been working with Communications staff for messaging through all avenues the town utilizes. Additionally, Breck Park has already begun reaching out to lodging resources that have the Airport lot listed on their online resource pages, and we will continue to communicate well into the Summer.

South Gondola Garage/Lot Summer Pricing – As we continue to find ways to increase usage in this lot, staff have considered an option that will make this lot the most affordable parking option in Town during the summer months, when the Town has the ability to set pricing. This update will not have any pricing impact on other parking zones in town. Recommendations for other parking zones may be made later this spring in the annual parking report.

Staff recommend that between June 13th and September 26th, pricing be set at a non-escalating rate of $.50 per hour and the paid hours to be 8am to 3pm daily. This amounts to $3.50 for a full day of parking, the lot opens at 6am and closes at 2am. Reasoning for this rate and hour recommendation includes:

- Prevent "zone floating/reparking" as other zones have an escalating rate throughout the day. As you have seen from data presented at previous work sessions, vehicles moving zones throughout the day for the cheapest or free rate is a tangible number and this recommendation intends to help curb that behavior, getting vehicles to park once and stay parked
- $3.50 is the current rate for 5 hours of parking in the Tiger Dredge Lot, as well as our lots/streets East of Main Street where we generally see nearly 100% occupancy daily
- In the Summer, with the exception of the Wellington Lot at 8am, in all zones where we utilize paid parking, a fee is required beginning at 10am. 8am is recommended in South Gondola for Summer 2025 as it aligns with the North Gondola Lot pay hours for the ski resort's summer operations.
    - As part of the Annual Parking Report being presented in an upcoming meeting, we also expect to recommend an update to paid parking hours in all zones to begin payment at 8am for $.50 per hour before beginning their same escalating rate as years prior after 10am, effectively only costing $1 additional per parking session. The reasoning for this is to prevent reparking at 10am; we want vehicles to park once and stay parked
    - While we will present more data on this recommendation, current data from this past winter shows we see upwards of 450 vehicles per month, or 15 per day that move 3 or more times to begin a new session at $.50/hour to avoid escalating rates. This means 15 vehicles each day move 3 to 6 times, increasing traffic congestion with each reparking movement. The number may feel negligeable, but it is adding up to additional traffic, and conflicts with the Council goal of More Boots and Bikes, Less Cars
    - For visual representation, the chart below shows the month of April 2025 and reparking sessions:

Multiple Parking Sessions Count

	2	3	4	5	6	7	8
Adams	119	38	3	1	0	0	0
Barney Ford	152	20	7	0	0	0	0
Central Main - 100 N, 100 S	1,037	193	47	26	0	0	0
Courthouse	222	43	6	2	0	0	0
Exchange Lower	172	30	2	0	0	0	0
Exchange Outdoor	41	8	2	0	0	0	0
Exchange Upper	347	53	1	2	0	0	0
FLOT	733	98	18	0	2	0	0
Ice House Lot	555	117	19	0	0	0	0
Lincoln	129	12	3	0	0	0	0
North Main - 200-300 N	682	90	16	2	4	0	0
Ridge Alley	36	0	0	0	0	0	0
Ridge Street North - 100 N, 100 S	584	107	16	1	0	0	0
Ridge Street South - 200-500 S	726	105	21	0	0	0	0
South Main - 200-400 S	1,127	233	38	5	0	0	0
Tiger Dredge	356	44	4	0	0	0	0
Tonopah	724	124	26	0	0	0	0
Washington	80	0	1	0	0	0	0
Wellington	259	54	9	0	0	0	0

Questions of Council:
- Do you support the Airport Oversize Parking rate of $45/night?
- Do you support paid hours at South Gondola Garage to be 8am-3pm?
- Do you support $.50/hour in South Gondola Garage during the paid hours, for a maximum daily rate of $3.50?
- What concerns do you have around Staff exploring, as part of the annual parking report, a recommendation to update paid parking hours to begin at 8am?

Mobility

Breck E-Ride – Our e-bikeshare program successfully relaunched for its third season on May 1. This year's program will offer additional e-bikes and hub locations, with the total system size growing to 170 e-bikes and 30 hub locations. New hub locations for this season include:
- F-Lot
- Upper Warrior's Mark
- Stables Village (coming late May)
- Along Wellington Rd side path, at intersection of French Creek trail

The pricing model has stayed the same from last year:
- Default Pay-as-you-go option: $4 to unlock bike, including 30 mins of ride time. $0.50/min after 30 mins.
- Local's-only memberships (must live, work, or own property in Breckenridge):
    - $20 monthly membership. Provides 60 mins of free ride time each day. $0.15/min after. Valid for 30 days from purchase.
    - $50 season membership. Provides 60 mins of free ride time each day. $0.15/min after. Valid for entire season (May 1 – Oct 31).

One change to note this year is that users, without exception, must be 18 years or older to use the service; a requirement that came from Drop Mobility's new insurance carrier. Another change is that all new user accounts are required to provide a photo ID, along with a photo of themselves, to verify that users are who they say they are. The photo ID does not need to be a driver's license, but rather any type of identification displaying the user's name and photo is sufficient. While these are not Town advocated changes, they are quickly becoming the common standard across micromobility insurance providers.

Transit Center Closure – The Transit Center will be closing May 12-23rd for annual cleaning and maintenance. We will have signage to direct visitors to the South Gondola Garage restrooms during this time. The transit horseshoe will remain open and all routes in operation.

Free Ride Ridership – The Free Ride saw improved ridership in April compared to April of 2024. Overall ridership was up 16.7% for the month. The Green route saw impressive increases at all stops, including 591 riders at its newest stop, Vista Verde #2, which opened mid-April:

Route	April		April		YTD		Year	
	April '25	April '24	+/-	%	2025	2024	+/-	%
Gold	3,425	3,742	-317	-8.5%	23,868	29,433	-5,565	-18.9%
Green	5,877	1,887	3,990	211.4%	35,783	16,481	19,302	117.1%
Brown	17,713	0	17,713		233,526	233,069	457	0.2%
Trolley	6,438	6,072	366	6.0%	38,321	33,183	5,138	15.5%
Purple A	7,396	6,052	1,344	22.2%	46,625	48,446	-1,821	-3.8%
Yellow	17,047	0	17,047		218,271	216,593	1,678	0.8%
Purple B	2,826	5,169	-2,343	-45.3%	27,598	36,139	-8,541	-23.6%
Gray	23,391	49,133	-25,742	0.0%	23,391	49,133	-25,742	-52.4%
TOTALS	84,113	72,055	12,058	16.7%	647,383	662,477	-15,094	-2.3%

Memo

To: Town Council
From: Sustainability Staff
Date: 5/13/25
Subject: Sustainability Update

Materials Management

County Zero Waste Task Force Meeting Recap

On April 17th, the County held it's quarterly Zero Waste Task Force meeting to release 2024 diversion data and to provide an update on progress towards community-wide goals and program outcomes. Major takeaways include the hiring of a full time construction and demolition specialist at SCRAP, commissioning of the pallet grinder, and an update to the municipal solid waste diversion calculation to align with EPA methodology. Meeting notes, presentation, and reports are attached.

Pay-As-You-Throw/Universal Recycling

Staff have completed four site visits in the past month and have received 14 applications for the Material Management Grant in 2025 with an additional five applications rolling over from 2024. Most projects are still in the early stages with reimbursement occurring when the project is complete.

WM has implemented Pay-As-You-Throw service to all customers in Summit County regardless of the customer's location. Now all WM customers have access to volume-based trash rates with single-stream recycling service included.

Plastics

To help educate residents and visitors shopping in City Market, new shelf talkers have been deployed in the beverage aisle with QR codes directing people to the Town's single-use plastic water bottle ban and the Breck Tap Water campaign.

Energy

Mountain Energy Project Update

The Mountain Communities Coalition, by way of counsel Kaplan & Kirsch and consultants Synapse Energy Economics, has been meeting with intervenors (Colorado Energy Office, Sierra Club, SWEEP, and Utility Consumer Advocate) and reviewing application materials and exhibits of proceeding 25A-004EG. MCC has submitted four rounds of discovery questions to help inform answer testimony to be submitted on behalf of the coalition June 5th. There have also been several rounds of discovery submitted by other intervening parties.

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

- Continued decarbonization as it relates to GHG reductions outlined in the Summit Community Climate Action Plan

- Maintain affordable access to clean energy
- Public health and safety (related to LNG/CNG) + minimize community impacts of siting such facilities
- Increase exploration of alternatives like Thermal Energy Networks
- Increase accurate, transparent, and timely communication of information about this project and the community incentives
- Ensure reliability of the energy grid

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

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

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

Building Energy Code Adoption

Shaunna Mozingo with Mozingo Code Group facilitated two stakeholder meetings since we received our State grant award and kicked off the project. Approximately 20 industry professionals attended each session, and the events were recorded for public access. The summary of the meetings, recordings, presentations, and notes have been compiled and sent to stakeholder contact lists, posted to the sustainablebreck.com blog and posted to the Town's website.

The upcoming stakeholder meeting schedule has been posted. All meetings will be held at the S. Branch Library.

- June 3rd – 2:30-4:00
- June 23rd – 12:30-2:00
- July 16th – 2:30-4:00
- August 6th – 2:30-4:00

Thermal Energy Network

The GreyEdge Group was chosen as our contractor to complete the Phase 1 (Initial Site Evaluation) work contemplating a Thermal Energy Network in town. The kickoff meeting with GreyEdge will be May 14th with work taking place through May and early June, then a final report back to Council in July. Some of the highlights of the Phase 1 study will be:

- An extended Hydrogeological Review of known water well and other drilling operations
- Review of seismic data for subsurface geology
- Onsite review with our facilities, engineering, sustainability divisions
- Facilitation of custom utility incentive discussion with local utility company
- Evaluate the vertical and horizontal drill-ability of each site through research
- Estimate the magnitude of the connected system load for a project baseline
- Evaluate potential diversity of connected buildings per location
- Evaluate potential connection corridors, also considering future expansion
- High level review of potential thermal management device opportunities including wastewater, ground water and solar thermal
- Review of potential geothermal installation sites
- Review of potential energy and GHG savings
- Estimated range of costs for the recommended system

In parallel to the Phase 1 project underway, we've also submitted for a Colorado Energy Office Geothermal Energy Grant Program (GEGP) grant to assist with funding a Phase 2 (Focused Site Evaluation) study should the results of Phase 1 be favorable. They have requested some additional information from staff to proceed with the application evaluation.

Finally, on April 30, the Town received notice from the Colorado Energy Office that the CEO and Xcel will be recommending to the Public Utilites Commission that Breckenridge be considered for a gas planning pilot community.

From the CEO:

> *Colorado Senate Bill 24-1370, Reduce Cost of Use of Natural Gas, passed during the 2024 legislative session, establishes a process by which local governments can work with a dual-fuel utility [Xcel] to explore opportunities for neighborhood-scale alternative energy projects. These projects would either decommission a portion of the gas distribution system or avoid expanding the gas distribution system by providing alternative energy service to help reduce greenhouse gas emissions from the building sector.*
>
> *The statute directed CEO to identify eligible communities that were interested in becoming gas planning pilot communities and then work jointly with Xcel Energy to determine which communities should be recommended to participate in the program.*

Mobility

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

Zero Waste Task Force Meeting Notes
Held Thursday, April 17 | 10:30am-noon
Hoosier Room, Community & Senior Center

Agenda Item #1- Introductions and Meeting goals

In attendance-
Jen Schenk, HC3
Aaron Byrne, SCRAP
Bill Schenk, SCRAP
Amanda McQueer, SCRAP
Subhanker Roy, SCRAP
Heather Allen, HC3
Nina Waters, Summit County Government
Emily Kimmel, Breck Grand Vacations
Dom Giroux, Vail Resorts
Gaston Feuereisen, Timberline Disposal
Amy Manka, Timberline Disposal
Jonnah Glassman, Town of Silverthorne
Kristi D'Agati, Town of Silverthorne
Valerie Connelly, Summit County Builders Association
Kyle Hendricks, Town of Dillon
Kelly Owens, Town of Breckenridge
Jessie Burley, Town of Breckenridge
Jake Willemsen, Summit Rolloffs
Keaton Morell, Waste Management
Phil Bain, Waste Management
Kat Slaughter, Vert Sites
Rick Ihnken, Town of Frisco
Nico Cruz, Town of Frisco
Jeff Grasser, Copper Mountain

Meeting Goals:
- Inform group of current diversion initiatives.
- Discuss current diversion rates and trends.
- Gain input on initiatives to divert more waste.

Agenda Item #2- 2024/2025 Strong Future current programs, HC3

Notes: Heather presented Strong Future highlight slides, Aaron presented SCRAP C&D Diversion update slide

Agenda Item #3- Diversion data discussion, HC3 with input from All

Notes: Jen presented diversion data from the slide deck, which led to discussion and questions.

- There was a question from the task force re: the denominator materials listed in slides 17-18.
    - Jen corrected this to include all materials included in numerator.
- Group asked what recycling materials were included in slides 17-18
    - Slide 17 Recycling Tonnages include everything that is recycled in the county, whether from a drop site, single stream or any hard to recycle items that the SCRAP collects directly; so cardboard and paper, aluminum and tin, glass, plastics, tires, oil, scrap metal, antifreeze, electronics, misc HHW, batteries, mattresses, textiles and bulbs.
- When reviewing diversion report, Jen mentioned that single-stream recycling increased 5% from 2023 to 2024. Group asked HC3/SCRAP whether the 5% recycling tonnage growth between 2023 & 2024 was actual growth or just variation in the data?
    - Jen responded that we are not certain.
- Group asked why recycling was highest at its rate in 2021 and whether HC3/SCRAP had insights.
    - **ACTION:** Bill to explore this and report back.
- Copper & Vail have been privately recycling some scrap metal from chair lifts and other materials... can we get those numbers from them (but this is still keeping it out of the landfill)
- Group discussed whether bringing in diverted materials not going to/through SCRAP (i.e. Peak Materials) made sense.
    - Jen explained that we should be counting all materials diverted per CDPHE protocols. This will keep Summit County's diversion rate calculation consistent with Colorado communities.
- Group asked whether other communities are experiencing the same challenges with materials being diverted and not tracked.
    - Jen responded that she suspects other communities deal with the same challenges, but that it would be beneficial for us to capture as many of these materials as possible.
- Group asked for the percentages from the waste study that gave us “Actual Diverted Tons” numbers in Diversion potential slide 22
    - Recycling 26% of MSW From 2019 audit
    - Food scraps 21% of MSW From 2019 audit
    - C&D 33% of C&D waste (30% of all waste) From 2024 C&D audit

Follow-up Actions from Diversion Data Conversation:

- Christy to follow up with grocery stores and big box stores about cardboard and food scrap tonnages.
- Aaron and Bill to reach out to Peak Materials to request aggregate tonnages.
- Christy to ask all ski areas for tonnages (primarily scrap metal) that are not sent to SCRAP.
- Christy to get CAFE Food Rescue tons diverted.
- HC3 and SCRAP (Christy and Bill) to brainstorm other potential sources of diversion (i.e. large businesses and/or major demolition projects).
- Christy to reach out to other communities (Boulder and Aspen) to understand whether these jurisdictions are able to capture tonnages recycled by private businesses, and how they do so.

Agenda Item #4- Recommendations for future initiatives, All

Notes: Due to time constraints, group did not organize into breakouts, instead did a group brainstorm. Below are the generated ideas by diversion category and strategy.

		Diversion Category		
		Recycling	Food Scraps	C&D
Strategy	Policy	-Address local gov't codes that adversely impact space for adding recycling bins and haulers' ability to access enclosures. enclosures.)	-Require food scrap composting for commercial businesses through ordinance. -Reduce food scrap tip fees at SCRAP to further incentivize diversion.	-Postpone policy creation in the short term and focus on voluntary programs including incentives. -Assess tiered fee structure for sorted/unsorted C&D when it goes into effect in Jan 2026 and make changes based on results.
	Infrastructure and Data	-Collect and share data by municipality to increase understanding of current diversion rates. -Create a rental program where you can borrow almost anything — wood burning kits, rakes, tools, etc.. -Get self-haul data from ski resorts (Copper and Keystone/Breck)	-Accept compostable bags for commercial businesses to increase convenience. -Get compost data from self-composters like City Market/ Cafe Food rescue	-Explore creating reuse site for building materials. There may an open yard in Silverthorne. -Request Peak Materials diversion data (aggregate tonnages) and explore ways to capture additional tonnages of C&D tonnages (i.e. scrap metal from commercial demo projects)

	Program	-Create opportunities for commercial businesses to buy or share durables (i.e. Dillon Amp reusable cups and for other large events)	-Create HOA and commercial composting program with incentives -Develop yard waste collection program.	-Explore creating program to incentivize builder incentives to divert materials.
	Education	-Create marketing messaging that helps residents/businesses overcome recycling skepticism by showing our recycling is truly diverted from landfill. -Increase K12 presence in Middle & High Schools- look to CMC students to support. -Put QR Codes on bins that link to local diversion data		-Educate builders on new infrastructure (i.e. Rotochopper) at SCRAP and acceptable wood that can now be recovered. Request SCBA to help SCRAP/HC3 communicate to builders before summer. -Create workshops for builders on ways to recover more materials and deconstruct buildings. -Develop case studies from Vert, BGV, Frisco C&D efforts that successfully divert materials.

Agenda Item #5- Next steps

- HC3 to follow up with Zoom meeting to explore ideas generated – June.
- SCRAP/HC3 to follow up with Strong Future Advisory Group on 2026 budget process and timing – Early summer.

Summit County Communitywide Zero Waste Initiatives

GOALS

Achieve 40% overall landfill diversion by 2035.
Reduce construction & demolition (C&D) waste 25% by 2028 and 50% by 2035.

COMPLETED & CURRENT WORK

	Municipal Solid Waste (Recycling & Organics Diversion)	**Construction & Demolition**
Broad goals and strategies	• *Increase traditional recycling* • *Reduce recycling contamination* • *Increase food scrap collection*	• *Reduce and recover waste from construction job sites* • *Provide training and support for building professionals on C&D recovery*
Infrastructure	• Constructing convenience center (SCRAP recycling site. • Relocating and enlarging SCRAP compost pad • Built single-stream MRF to expand capacity • Upgraded MRF, including new baler & conveyor • Added Silverthorne recycling center • Added free glass recycling & food scrap collection sites	• Purchased wood grinder • Hired C&D Specialist at SCRAP • SCRAP will purchase and implement Green Halo software • SCRAP tracking C&D waste and refining data tracking • Crushing concrete at SCRAP with subcontractor
Planning & Programs	• Created free residential food scrap program, including compost bucket giveaway • Launched Strong Future grants program • Expanded material collection to include mattresses, cartons & food scraps	• C&D cost impact analysis will be completed • Strong Future grants program supports C&D projects • Completed C&D waste composition study • Created C&D 5-year plan and pilot study completed with local builders
Policy	• Seeking PAYT/URO adoption across all jurisdictions • PAYT/URO adopted in Frisco, Breck, unincorp. Summit County	• C&D policy will be refined for consideration by County Commissioners, followed by other jurisdictions • SCRAP created unsorted C&D tip fees to incentivize C&D sorting/recovery • C&D policy framework created by Zero Waste Task Force
Education & Outreach	• Created and executed marketing campaign and updated HC3 website to promote recycling correctly • Promoting PAYT/URO requirements to residents, businesses & HOAs • Providing technical assistance to businesses & multi-family HOAs to increase recycling/composting and to comply with ordinances • Partnering with haulers to increase education & reduce contamination	• HC3 and C&D Specialist will create outreach and support plan for building professionals

4/10/25

2024 Summit County Diversion Report

2024 Overall Diversion Rate and Description

21% = $\frac{\text{Recycling + compost feedstocks + construct. wood + 'aggregate' tons*}}{\text{Total waste tons generated (trash, recycling + compost)}}$

2024 Municipal Solid Waste (MSW)** Diversion Rate and Description

29% = $\frac{\text{Recycling + food scraps + wood chips/slash tons}}{\text{Total MSW** tons generated (trash, recycling + food scraps)}}$

***** Compost feedstocks include biosolids, wood chips, slash, food scraps, green waste and weed-free manure. Construction wood includes pallets & dimensional lumber. Aggregate category includes concrete and asphalt.

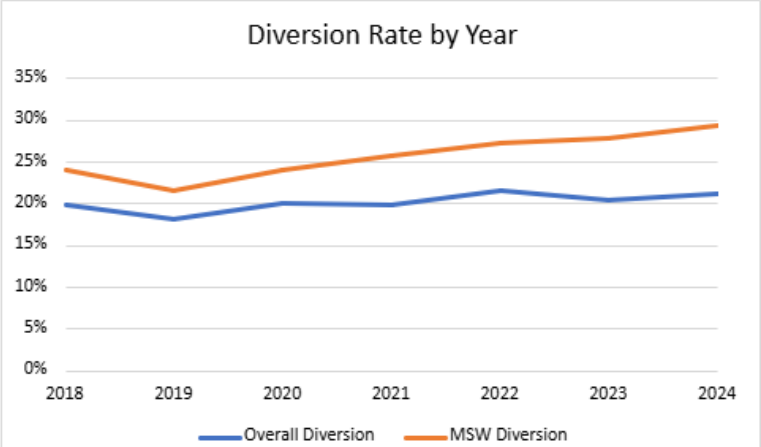
******Municipal solid waste includes "every day" waste generated by residents and businesses, plus wood chips and slash. Excluded from MSW: construction and industrial waste, non-compacted waste & biosolids.

Note: Diversion rates are calculated using CDPHE (Colorado Department of Public Health and Environment) protocols, which align with EPA recommendations.

2024 Summit County Diversion Report, Cont'd

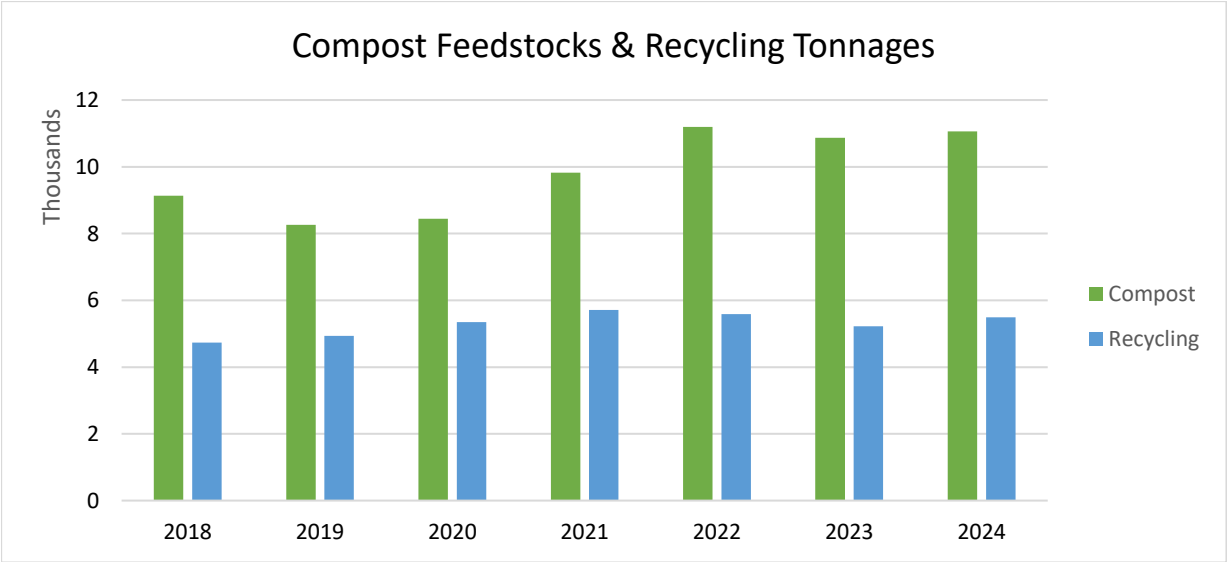
Diversion Rate Summary, 2018-2024

DIVERSION RATE SUMMARY		
	Overall Diversion	MSW Diversion
2018	20%	24%
2019	18%	22%
2020	20%	24%
2021	20%	26%
2022	22%	27%
2023	21%	28%
2024	21%	29%



Overall diversion has remained relatively flat for the past 7 years, while the Municipal Solid Waste (MSW) diversion rate has gradually increased.

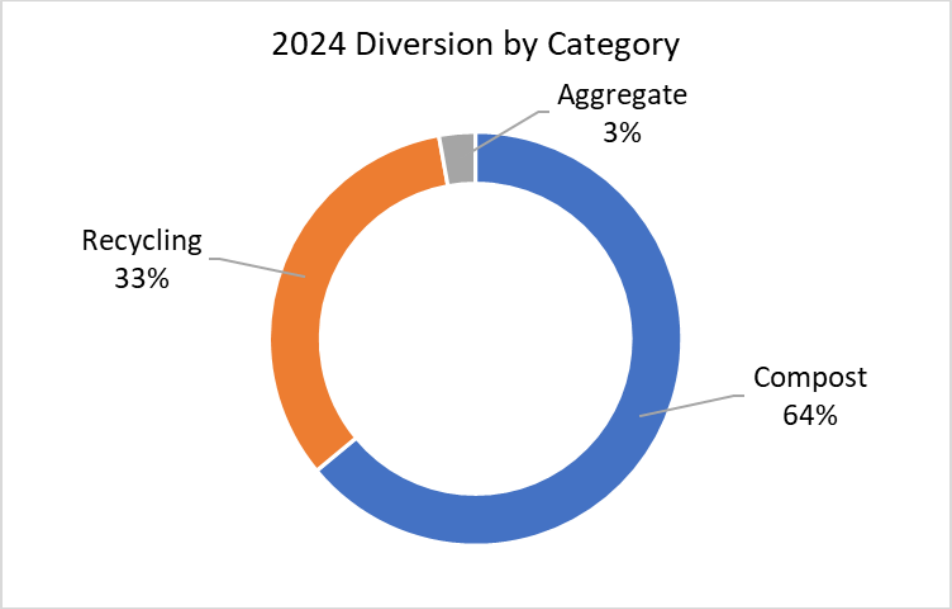
Overall Diversion Rate Material Trends, 2018-2024



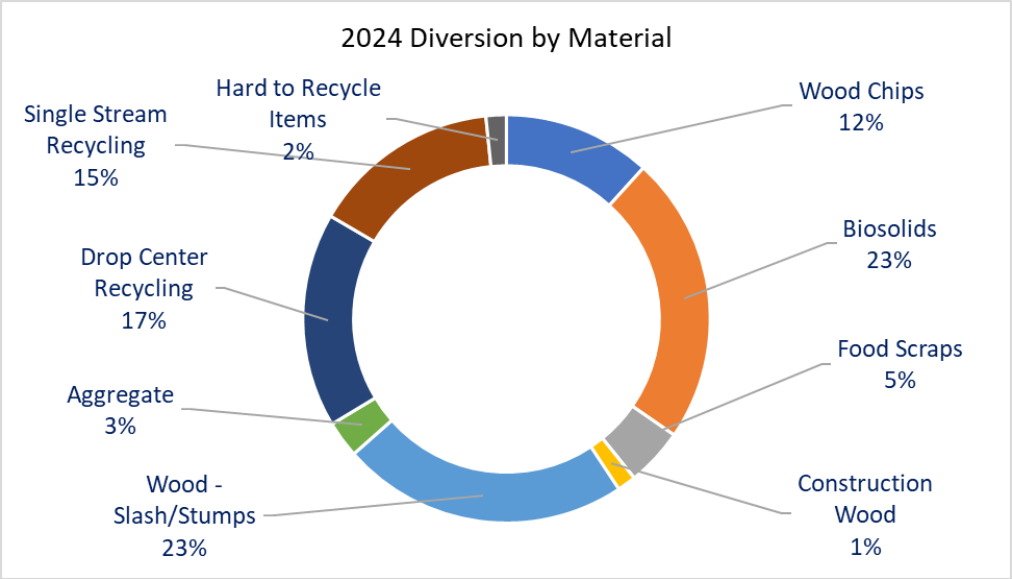
Compost feedstock tonnages represent roughly twice the amount of recycling generated annually in the past 7 years. Compost feedstocks include biosolids, wood chips, slash and food scraps, green waste and weed-free manure. Both compost feedstocks and recycling tonnages have been relatively flat during the past four years. Recycling increased 5% from 2023 to 2024, with single-stream recycling increasing 10% during the same period.

2024 Summit County Diversion Report, Cont'd

2024 Overall Diversion – Material Composition



Compost feedstocks (10,589 tons) comprised almost two-thirds of all material diverted in 2024. Compost feedstocks include biosolids, wood chips, slash and food scraps. Recycling tons totaled 5,489. Aggregate (472 tons) includes asphalt and concrete.



In 2024, 16,550 tons were diverted. Single-stream recycling tonnages (15%) were slightly less than drop center recycling (17%), which includes drop center and glass recycling. Slash and wood chips comprised 35% of the total, followed by biosolids at 23%, with food scraps representing 5% of total tons diverted. Construction wood, including pallets and dimensional lumber, is only 1% of the total diversion. Hard-to-recycle items include household hazardous waste, e-waste, tires, mattresses, textiles, used motor oil, batteries, etc.

Housing Workgroup Meeting

April 8, 2025 - 10:30 to Noon

Minutes from 04/08 Workgroup Meeting
Workgroup comments, notes and minutes have been summarized in red text on the applicable pages of the original presentation.
Attendees : Shannon Haynes, Laurie Best, Mark Truckey, Scott Reid, Dick Carlton, Darci Henning, Aubrey Ciol, Flor Cruz, Julia Puester.

Agenda

1) Program Updates
    1) Housing Helps
    2) Buy Downs
2) Runway Deed Restriction Details
    1) Income Testing
    2) Ownership of additional real estate in Summit County
    3) Retirement
    4) First right of refusal for School District
    5) Lottery Process/ Priorities – Data from SCHA
3) ADU incentive policy discussion
4) Retirement Statistics in Deed Restricted Units
5) Buy Down Acquisition - Verbal

Housing Helps Update

Staff provided feedback that we are starting to see an uptick in buyer applications and are in communication with several potential buyers and their real estate agents.

2025 Housing Helps Budget: $3,077,000 **Property Goal: 20**

- 22 applications received so far this year, with 11 moving forward with full approval at this time estimating roughly $1.4M contribution from Town.
- 2 purchases and 5 current owners closed and funded so far in 2025. Both purchase loans are shared with the County.
- 3 additional current owners in process and one new purchase that will be shared with Summit County.
- Currently averaging about $127K subsidy per unit.
- 7 of the 11 applications that are moving forward are full appreciation capped Deed Restrictions.

Buy Down Update

After this workgroup meeting the Town did receive an offer on the Ski and Racquet Club condo and is now under contract and projected to close in late May. The duplex on Baldy is also now listed and there has been a good amount of interest in the property.

2025 Buy Down Budget: $3,000,000 Property Goal: 10
Projected subsidy per unit - $250K - $300K

- Two Town owned properties listed in early January.
  - One property at Villas at Swan's Nest closed the end of March
  - Ski and Racquet Club – 2 bedroom 2 bath condo currently listed for sale. Has been listed (with one contract that fell through) since July.
  - Anticipated to spend roughly $500,000 on the two once both close.
- Town closed on acquisition of the second half of a duplex on Baldy with no HOA dues. Working on getting the property listed by mid April.
- Continuing to monitor MLS for viable properties in desirable locations with low to no HOA dues.

Runway Deed Restriction Details

- Income Testing
  - Propose income testing on lower priced units only (staff recommends townhomes only with sales prices 100% AMI or below)
  - Limitations of income testing
    - AMI does not always accurately reflect the entire workforce
    - No way to guarantee that the initial target AMI will remain at resale
    - Narrows the market of buyers which can lead to resale challenges
    - Seasonal, self-employed and tipped/ commissioned employes incomes are challenging to accurately calculate
- Ownership of Additional Property in Summit County
  - Propose no additional real estate within Summit County for lower priced units
- Retirement
  - 65 years old and in the property for 7 consecutive years for full retirement
- First right of refusal for School District
- Lottery Process/ Priorities
  - Lottery for initial sale and resales handled by SCHA

Workgroup supports income testing only the townhomes instead of a portion of the duplexes along with the townhomes. It is felt that either all or none of the duplexes would need to follow the same policy. Workgroup also supports the stipulation of no additional real estate in SC for duplexes and townhomes. Would want a clearly defined time frame for the sale of one's current property when qualifying for Runway, suggested at 6 months. Staff advised the workgroup aspects of priorities with respect to a lottery are still being looked at. Workgroup felt that a priority for Upper Blue employment might be the only appropriate priority.

Lottery Applicant Data

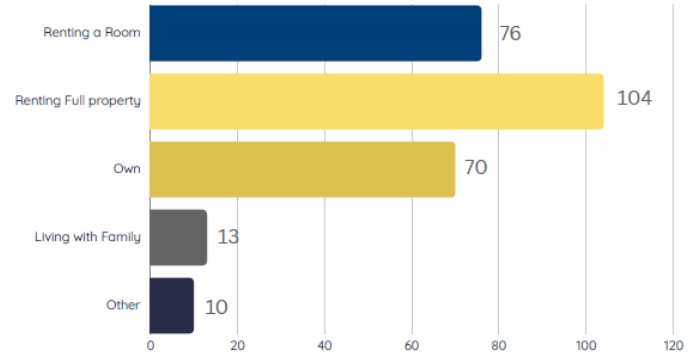
Snapshot of who we have served in the Town's most recent lotteries for Stables Village compared to National Data from 2024:

- First-time homebuyers hit all time low Nationally of 24% (historical norm is 40%). With most recent Stables Village lotteries, the was closer to 60%.
- Net worth of a homeowner is 40 times that of a renter.

Housing Programs are working to move renters into homeownership and provide opportunities for households to thrive.

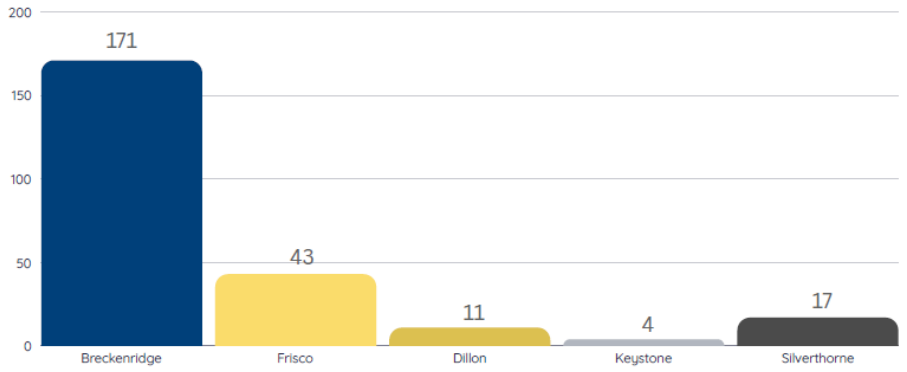
STABLES VILLAGE 2A LOTTERY

CURRENT LIVING SITUATION

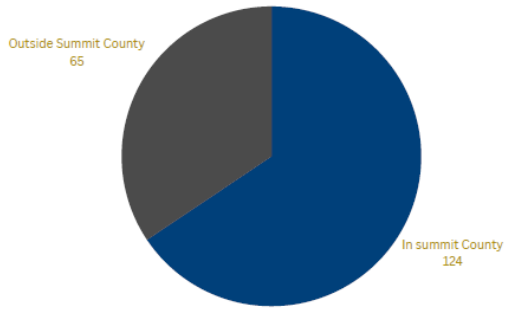


273 total households were entered into the lottery

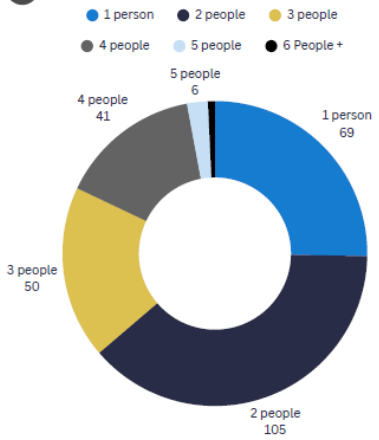
PRIMARY APPLICANT WORK LOCATION

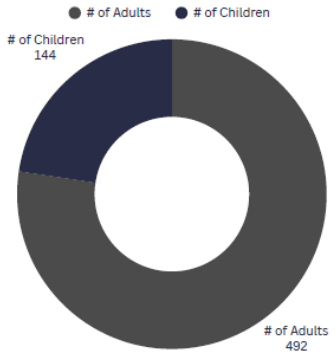


CO-APPLICANT WORK LOCATION



HOUSEHOLD SIZE





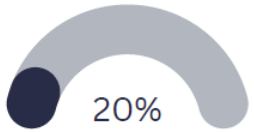
PRIORITY ENTRIES

83 of 273 Received one entry

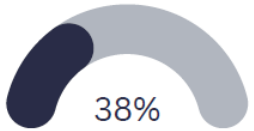
109 of 273 Received two entries

81 of 273 Received three entries

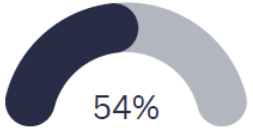
TOP 50 PRIORITY ENTRIES



10 out of the top 50 received one entry

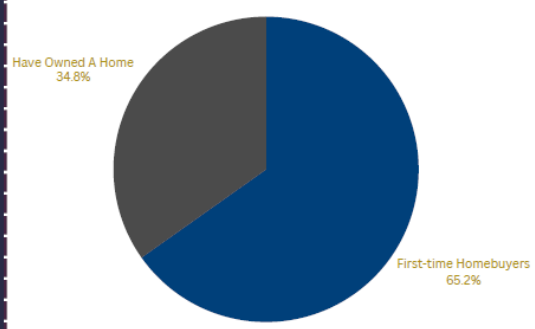


19 out of the top received two entries



27 out of the top 50 received three entries

FIRST-TIME HOMEBUYERS

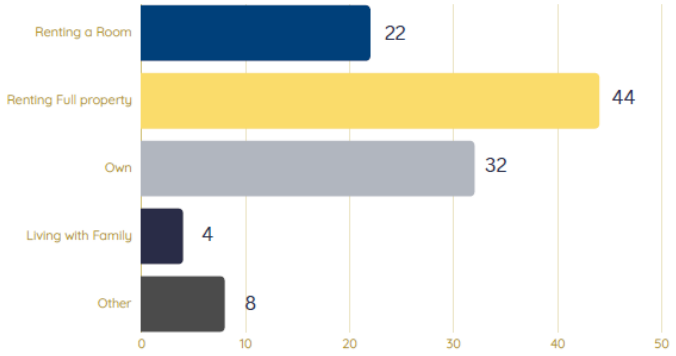


Lottery Applicant Data

The data on this and the previous slide were provided by SCHA from the most recent lotteries ran for Stables Village. The workgroup suggested adding the corresponding numbers to correlate with Household size and makeup and the slides have been updated with this information.

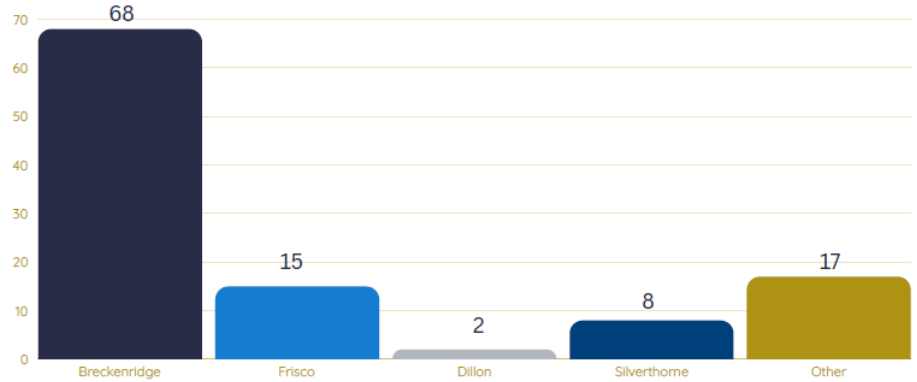
STABLES VILLAGE 2B LOTTERY

CURRENT LIVING SITUATION

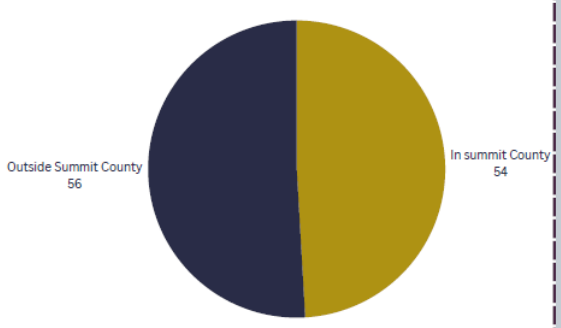


110 total households were entered into the lottery

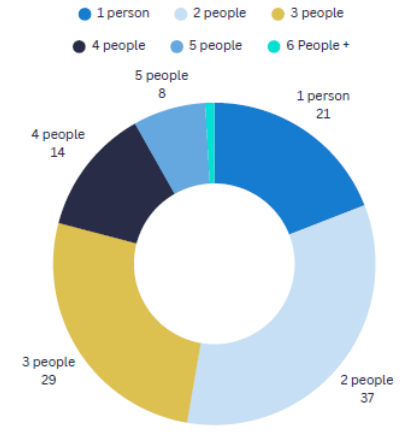
PRIMARY APPLICANT WORK LOCATION



CO-APPLICANT WORK LOCATION

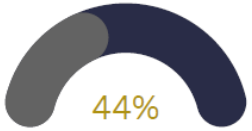


HOUSEHOLD SIZE

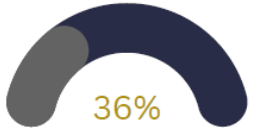


PRIORITY ENTRIES

22 out of 110 Received one entry



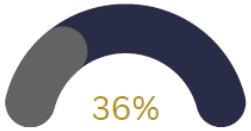
48 out of 110 Received two entries



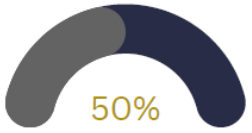
40 out of 110 Received three entries

TOP 24 PRIORITY ENTRIES

7 out of 50 received one entry

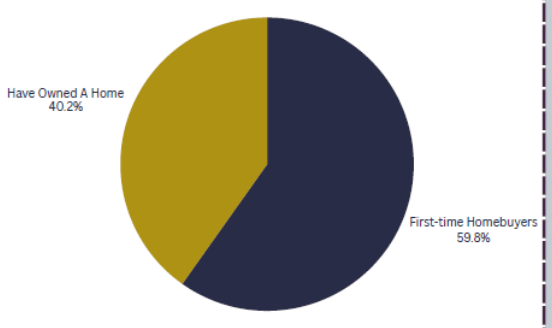


18 out of the top 50 received two entries



25 out of the top 50 received three entries

FIRST-TIME HOMEBUYERS



ADU Incentive Policy Discussion

Workgroup would like to see a cap on the rental rates for any ADUs that are built. Workgroup wants to further explore the ability to build the ADUs at the time of construction. Under the incentive policy it was suggested that instead of not allowing the space to be built as anything other than an ADU it would instead trigger a smaller portion of allowable Capital Improvement at time of resale.

Goal is to receive feedback so a formal policy can be refined –

ADU Incentive Background

- Staff has begun looking at ways to effectively incentivize homeowners to build ADUs within deed restricted properties (initially the Runway Neighborhood).
- Primary objective is to balance price creep while still providing some sort of incentive to build and secure additional workforce rentals.
- Projected cost to build out an ADU at the Runway is between $100K - $120K.

ADU Incentive Ideas:

- Grant/ subsidy in exchange for an agreement to rent the ADU in perpetuity.
  - $30,000 Cash Grant from TOB
  - TOB pays water and sanitation fees (roughly $15K)
  - TOB supplies Runway ADU plans for fast tracked permitting ($7K in-kind)
  - TOB provides ADU ready shell in Runway Neighborhood
  - Would be able to recoup remaining amount of ADU build in resale price up to $50K
  - Owners cannot finish ADU space into any additional office/bedroom/ den space

Workgroup believes with the additional information provided surrounding retirement the current retirement policies are still appropriate and not at risk of jeopardizing the workforce programs. Staff mentioned that the elevation and climate in Breck might be the reason that we see less retirement in TOB workforce housing unlike other mountain locations such as Aspen. Staff provided preliminary information on a right-sizing program for retirees that the workgroup would like to explore in more depth.

Retirement Statistics in Deed Restricted Units

Most deed restrictions have a retirement provision within the recorded deed restriction. Those without specific retirement language in the restriction would point to the following retirement policy in the Housing Rules and Regulations.

D. *Exceptions.*

1. Retirees: An occupant who owns a home and has claimed retirement status may be authorized to retire and remain in deed-restricted units, if the person is age 65 years or older if such person has occupied the unit as a qualified occupant for a minimum of seven (7) consecutive years prior to ceasing to be a qualified occupant.

Retirement Details for current retirees who own deed restricted properties:

- Information is tracked only for property owners not renters in TOB – similar structure to Aspen/ Pitkin County.
- 737 Deed Restricted owned properties in the Upper Blue Basin.
- Currently 20 owners have retirement approval – accounting for 2.71% of owners.
- When looking at percentage of total retirees in all deed restricted properties in Breckenridge it is estimated that the percentage would be closer 1.5% when also including rentals. Have previously verified with Property Managers that there are very few exceptions to the workforce criteria in rental properties.

Buy Down Acquisition - Verbal

Memo

TOWN OF BRECKENRIDGE

To: Breckenridge Town Council Members

From: Duke Barlow, Open Space & Trails Manager

Date: 5/7/2025 (for 5/13/2025 work session)

Subject: Open Space Update

Enclosed please find a draft of the April 28, 2025 BOSAC Meeting Minutes. Staff will be available on Tuesday to answer questions.

Please note that this meeting summary was partially generated using AI transcription technology and has been reviewed by the designated minute taker for accuracy and completeness.

I) CALL TO ORDER

Nikki LaRochelle called the April 28th, 2025, regular meeting of BOSAC to order at 5:31 pm. Other members of BOSAC present were David Rossi, Bobbie Zanca, Krysten Joyce, Matt Powers, and Town Council liaison Jay Beckerman. Chris Tennal was absent. Staff members present were Mark Truckey, Chris Kulick, Keely Ambrose, Alex Stach, Tony Overlock, Joel Dukes, and Duke Barlow. Katherine King, Summit County Open Space and Trails Director, was also present. Jill Desmond and Tamara Nuzzaci Park from BreckCreate were also in attendance. Members of the public who were virtually present: Greg Ruckman and Kelly Ahern.

II) APPROVAL OF MINUTES

A) BOSAC REGULAR MEETING – March 17th, 2025

The minutes were approved as presented.

III) PUBLIC COMMENTS

N/A

IV) STAFF SUMMARY

A. Field Report

B. Forest Health Update

C. Christie Heights

Mr. Barlow explained that the Christie Heights Hazardous Fuels Reduction project is on hold for the time being. A recent site assessment from our contractor determined the project would be more expensive than originally thought and would preclude grant funding eligibility.

D. FOBT Calendar

E. Recpath Grooming and Plowing

F. BOEC OPDMD

G. Laurium Trailhead Parking Lot

H. 2025 Quandary Shuttle Contract

I. Starburst Award

J. Jessie Mill
Ms. Zanca asked for some additional information regarding Breckenridge History's Jessie Mill project. Mr. Barlow explained the stabilization process and that BreckHistory was not soliciting funding support for this project.

K. Spruce Creek Road Closure

L. 214 Holly Lane Trail Easement

M. Summit County Safe Passages
Mr. Beckerman provided an update regarding the Town Council's decision not to endorse the commission's recommendation to contribute to Summit County Safe Passages. Mr. Beckerman explained that the Town Council took this recommendation very seriously but ultimately decided not to proceed at this current time, citing concerns about the large price tag without guaranteed construction.

N. McCain RFP Update
Mr. Barlow provided a brief update on the McCain Open Space Design and Management Plan RFP process, stating that staff had concluded their interview process were working to finalize a contract.

O. Golden Horseshoe Oversight Committee

P. Frisco Backyard Project

Q. Open House Topics
Mr. Barlow provided an update regarding the upcoming Open Space and Trails Open House, sharing a few ideas on topics and who might be stationed where. Staff will prepare talking points for each station.

V) OPEN SPACE DISCUSSION

<u>BOSAC Commissioner Rules and Regulations (17:42)</u>
Town Attorney Keely Ambrose introduced herself and began a presentation on commissioner rules and regulations.

Ms. Ambrose explained the hierarchy of documents governing the Breckenridge Open Space Advisory Commission, including the municipal charter, town code, and commission rules. The presentation outlined the commission's role as public officials, ethical obligations, and responsibilities under open records and meetings laws. Ms. Ambrose detailed the code of ethics, including conflict of interest procedures and prohibited actions, additionally describing the commission's primary functions, which include formulating an open space plan, providing recommendations to Town Council, and advising on property acquisitions and management.

There was discussion between BOSAC and Town staff about the role of the "BOSAC Norms" document and whether it should be revised and included in an updated Rules and Regulations document. Mr. Rossi stated he felt the Norms are useful, especially when contentious topics arise, and will be important considerations for future BOSAC members.

2025 BIFA Trail Mix (31:39)

Ms. Tamara Nuzzaci Park and Ms. Jill Desmond from BreckCreate presented their 2025 Breckenridge International Festival of Arts (BIFA) Trail Mix projects presentation to the commission.

The presentation was focused on the BIFA Trail Mix projects, and their team presented their plans for the upcoming 10-day festival from August 15-24, 2025. Ms. Desmond and Ms. Nuzzaci Park discussed the festival's mission to enhance quality of life through creative experiences, emphasizing the core values of adventure, play, creativity, and nature. The BreckCreate team invited feedback and endorsement from BOSAC on their proposed installations. Ms. Desmond and Ms. Nuzzaci Park shared that they have been in collaboration with the Open Space & Trails team, and their focus is on environmental sustainability and social equity in the programming.

A majority of the conversation was centered around an interactive art installation by Swiss-Italian artist Joe Scolari, featuring a marble chutes and slides activity that will be installed alongside singletrack trails in Breckenridge. The installation aims to encourage families and children to engage with nature, using natural materials and existing topography. The marble runs will be located in the Illinois Creek area, along the Illinois Creek and Little Mountain trails, with marbles available for purchase at various locations. The Town plans to keep the installation up into the fall if successful and is considering ways to make it accessible to all, including potential sponsorships and a marble donation system. BOSAC agreed to the installation with an initial end date in mid-October, subject to review. A few concerns were raised about potential environmental impact, crowd management, and the logistics of marble distribution, specifically that perhaps the marbles should be free and the Ice Rink might not be an appropriate point of sale. The BreckCreate team plans to focus on clear communication regarding trail etiquette and will work to manage marble sales without disrupting any Town operations.

Several additional art installations for an upcoming festival were discussed, including Bill Orsich's proposal that centers around a sound installation called "Root Notes: Sounds of the Underground" which will take place in a clearing between Moonstone and B-Line trails. Additionally, the group discussed the Trio musical group, focusing on underground tree and wildlife communication. BreckCreate shared artist Justin Tyler Tate plans to create 5-7 small sculptures made of natural materials along the lower section of Moonstone Trail, which will naturally deteriorate over time. BreckCreate shared that Anna Sukularkis, a Navajo artist, will have an exhibition at the Old Masonic Hall Gallery and an outdoor installation on Iowa Hill. Finally, Nicole Vanowitz's inflatable sculptures, made from recycled tents, will be displayed at the Reiling Dredge site for two days, with performances planned in conjunction with the installation.

BOSAC members mentioned concerns about trail congestion, suggesting advanced registration for popular experiences and minimal environmental impact for the installations. Mr. Rossi expressed some concerns related to the logistics and potential impacts of an art installation at the B&B Trailhead and neighboring trail system. BreckCreate's team emphasized the installation's short display window, low impact due to its distance from the town center, and the use of a registration system to manage crowds. Ms. Desmond and Ms. Nacuzzi Park shared that BreckCreate plans to encourage bus use, while also discouraging parking on Moonstone Road. OST Staff and BOSAC members expressed their appreciation for the organic nature of the materials proposed compared to previous ones.

BOSAC unanimously supports the BIFA Trail Mix series.

Votes - 6/0

Property Acquisitions Criteria Table (1:26:11)
Mr. Barlow introduced a new checklist for evaluating property acquisitions. BOSAC expressed support for the checklist overall but suggested some improvements. These included considering the consequences of not purchasing a property and potentially rearranging the checklist sections based on the acquisition's main goal (e.g. conservation or recreation). BOSAC and staff also emphasized the importance of including property comparisons, and everyone agreed to test the checklist during an executive session and refine it further based on that experience. Mr. Barlow shared an update regarding distribution of executive session materials and how the commission may improve the efficiency of executive sessions by receiving the materials ahead of time.

Officer Elections

Mr. Beckerman nominated both the current Chair (Nikki LaRochelle) and Vice Chair (David Rossi) to retain their officer roles. The nomination was seconded by Mr. Powers.

BOSAC unanimously reelected Nikki LaRochelle to Chair and David Rossi to Vice Chair.

Votes - 6/0

VI) COUNCIL MATTERS RELATED TO OPEN SPACE TOPICS

N/A

VII) OTHER MATTERS RELATED TO OPEN SPACE TOPICS

Ms. King announced that the SCRAP trail network was open for the season.

Mr. Stach explained a few recent updates to BreckOST.com website, highlighting trail conditions reporting and mapping features, and encouraged members to promote and provide feedback on the new system.

VIII) EXECUTIVE SESSION

Mrs. LaRochelle moved that BOSAC go into executive session under C.R.S.§ 24-6-402(4)€ for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators concerning a property that the Town may be interested in acquiring for open space purposes. Bobbie Zanca seconded the motion. BOSAC went into an executive session at 7:15 PM.

The executive session concluded at 8:31 PM. The participants in the executive session were Krysten Joyce, Nikki LaRochelle, Chris Tennal, Bobbie Zanca, David Rossi, and Council liaison Jay Beckerman. Staff present included Duke Barlow, Tony Overlock, Mark Truckey, Chris Kulick, Scott Reid, Keely Ambrose, and Alex Stach. Katherine King, Summit County Open Space and Trails Director, was also present.

IX) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Mrs. LaRochelle, and Mrs. Zanca seconded it. The April 28th, 2025 regular meeting of BOSAC ended at 8:33 PM.

The next regular meeting of BOSAC is scheduled for June 16th, 2025.

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Nikki LaRochelle, Chair

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TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission
April 16, 2025, 5:30pm

Breckenridge Town Hall
Council Chambers
150 Ski Hill Road
Breckenridge, CO

Striving for racial and social equity for all by removing barriers and facilitating opportunities to thrive

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I. Call to Order

Chair Burns called the meeting to order at 5:32pm.

Roll Call
Present: Jordan Burns, Isaura Cirillo, Jotwan Daniels, Carol Saade, Ujala Vatas, June Walters, Michelle Mahoney, Abigail Martinez
Virtual:
Absent: Tahja Grier

Discussion/Approval of Agenda
Motion to Approve: Council Member Saade, Seconded: Commissioner Daniels

Discussion/Approval of the Minutes
Motion to Approve Minutes: Commissioner Walters, Seconded: Commissioner Daniels

II. Staff Summary

i. Women's History Month Recap

Council Member Saade shared that during Women's History Month, the Commission asked the public for nominations to highlight amazing women in Breckenridge and highlighted 13 women who are making great impact within our community. Saade stated that there was a total of 21 nominations and 15 nominees who received multiple nominations. Commissioner Walters received feedback that community members wanted to see men highlighted. Commissioner Martinez suggested that Father's Day would be an opportunity to highlight men.

ii. April Neurodiversity Month Reminder

Helen Cospolich, Director of Municipal Services and Community Engagement, announced that April is Neurodiversity Month and shared that stickers and ribbons have been placed around town to raise awareness. Helen encouraged everyone to help spread the message and mentioned that some locations ran out of ribbons early, which was seen as a positive sign.

iii. Spanish Instructions on Summons Forms

Helen Cospolich, Director of Municipal Services and Community Engagement, shared that the Breckenridge Police Department now provides Summons Forms with instructions in Spanish to help individuals understand the fine payment process and municipal court procedures. Commissioner Martinez inquired whether the County offers similar forms and requested that Town staff and the Commission recommend the County adopt the same practice.

III. Presenters

i. Dannie York, Town of Breckenridge – ADA Coordinator: Town ADA Transition Plan Update

Dannie York provided an overview of ADA compliance efforts for the Town, clarifying that the focus is on government programs and facilities, not private businesses. Dannie shared that a self-evaluation and transition plan was completed in late 2024, identifying five key areas: facilities, public rights of way, policies and procedures, website and digital technology, and staff knowledge.

Dannie shared that in 2025, the Town will address low-cost facility improvements, prioritize sidewalk and roadway accessibility alongside already planned repairs or projects. All required ADA policies are being updated, and major efforts are underway to meet digital accessibility standards by June 2025, as required by state law. Dannie also shared that staff training has been completed with assistance from the Rocky Mountain ADA Center, and additional training resources are available on their website. Staff will share the training videos with the Commission.

IV. *Subcommittee Updates*

Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence

Commissioner Daniels shared that during the subcommittee meeting, members welcomed Wendy Cantu from Building Hope, who will regularly attend to provide her perspective and expertise. Commissioner Daniels also shared that the group discussed the positive feedback received for Neurodiversity Month and the Town's efforts to honor neurodivergent individuals. He also stated that the conversation then shifted to Pride Month, where the subcommittee agreed that the Commission's role would focus on volunteering and being present at events. Town staff will follow up with BTO to identify specific volunteer needs.

Commissioner Daniels also shared that Breck Create presented some options for a campaign message of inclusivity and love at the Town Party on June 6th. Council Member Carol Saade shared that the subcommittee agreed that it is important to provide meaningful support alongside messaging and will be partnering with Building Hope who will also help select the resources and materials to share, ensuring they are relevant and impactful.

Jill Desmond from Breck Create explained that Warm Cookies, a group focused on civic engagement through creative arts, have lead activities promoting belonging and community commitment. Jill shared that one activity discussed during the subcommittee would have

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participants write postcards to themselves about what they love about their community and how they will contribute to ensure it is an inclusive community, which will be mailed back later for accountability. Jill also stated that Building Hope resources would be included, and there would be a youth-focused project led by a local artist.

Council Member Carol Saade suggested involving some Commissioners in discussions with Breck Create and Warm Cookies to help artists better understand the Commission's goals for the campaign. Jill agreed to follow up with Warm Cookies to learn more about their process and will continue to work with the Commission. Chair Burns expressed excitement about the postcard initiative and the emotional impact of receiving a handwritten message from oneself months later. Commissioner Mahoney expressed support for involving younger residents, noting that the Town Party has become a popular event for Breckenridge elementary students on their last day of school. She also emphasized the value of including kindergarten through fifth-grade students in activities.

Immigration Rights and Advocacy

Flor Cruz shared that Mountain Dreamers provided a community update, and that the Town has addressed community concerns that came up during that discussion. Flor Cruz also noted that Sergeant Ortega's informational videos, focused on Traffic Stops, are now being shared weekly by Mountain Dreamers and that Mountain Dreamers will be hosting a fundraiser soon.

Commissioner Daniels asked if there has been progress in improving community understanding of the relationship between Gorman as the property manager and the Town of Breckenridge's role in Gorman-managed properties, noting he has heard related concerns from both the south and north sides of the county. Council Member Carol Saade explained that Gorman manages the property but that the Town continues to gather community feedback, particularly through trusted partners like Mountain Dreamers, to encourage Gorman to improve.

Commissioner Daniels also asked about future developments and Council Member Carol Saade explained that Gorman manages rental properties where tenant interactions are ongoing, but the upcoming Runway project will offer for sale units, including triplexes, duplexes, and single-family homes which will not require that the developer have continues interactions after the initial sale. She also explained that the same developer worked on the Stables Village project and noted that a development agreement for the Runway project will be considered at the next Town Council meeting.

Civic Engagement

Commissioner Daniels shared that two grant applications were received and the subcommittee recommended funding Building Hope's request to support emotional support groups for Spanish-speaking parents, which would include dinner and childcare and Breck Create's request for activities during Breck Pride to engage the local community. The Commission agreed to fund both requests.

Commissioner Daniels also mentioned a proposal from Commissioner Vatas to organize a community bike ride event to promote outdoor access and new skills like mountain or road biking. Flor Cruz stated that Commissioner Vatas had secured free bikes and helmets, and Town staff could work on beginner instruction. Flor also explained that the event would aim to introduce community members, including children and families, to biking and the town's trails.

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The Commission agreed to have staff work with the appropriate departments to review logistics, safety, and liability considerations. There is strong support for the idea, with suggestions to expand it into a recurring summer activity and align it with Breck Bike Week to encourage broader community participation.

V. Upcoming Council Items

Town Council Member Carol Saade shared that the next regular meeting was canceled but a brief meeting will be held on April 30th to review the Runway Development agreement and related details, followed by a short executive session. She also mentioned an upcoming second reading of an ordinance to ban flavored nicotine products, a process initiated by local high school students and supported by Summit County Public Health. She also expressed pride in the students for advocating for their community.

VI. Upcoming Agenda Topics

VII. Other Matters

Commissioner Daniels shared about the CMC Earth Day celebration on Tuesday, April 22, from 4:00 to 8:00 p.m. at the Breckenridge campus and stated that the event details are available on the CMC website.

Commissioner Martinez and Flor Cruz summarized a discussion about improving community education and access to information, particularly for newcomers and underserved groups. They shared suggestions including creating newcomer information resources, partnering with local businesses, and possibly using a creative project name to build trust.

The Commission recognized the importance of building trust and emphasized that they must remain tied to the Town of Breckenridge as a government entity. The Commission agreed to continue exploring ideas such as printed materials, social media outreach, and collaboration with partners like Mountain Dreamers through the Outreach and Engagement Subcommittee.

VIII. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 7:04 pm.

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TOWN OF
BRECKENRIDGE

Department of Finance

March 31st, 2025

Executive Summary

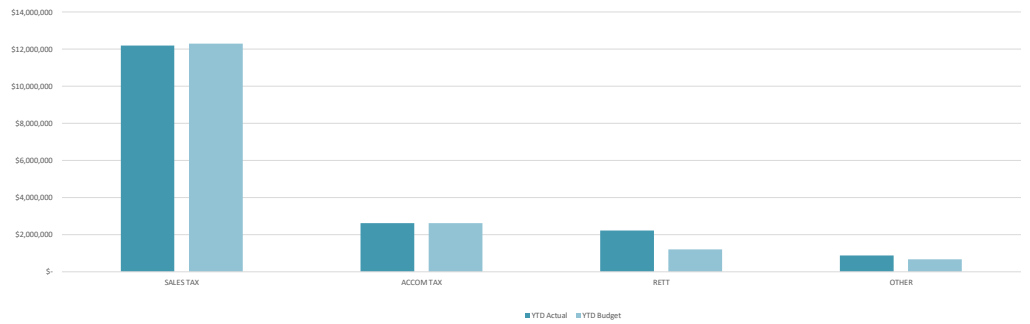
March 31, 2025

This report covers the 3 months of 2025. March is largely reflective of February tax collections.

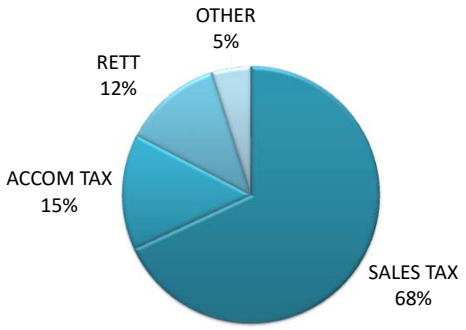
Overall, we are approximately $1.1M above 2025 budgeted revenues in the Excise fund and $.7M ahead of prior year. Sales tax is currently flat in comparison with YTD budget, and behind $.2M in comparsion with prior year. Accommodations tax is flat in comparison with YTD budget and prior year. Real Estate Transfer Tax is ahead $1M in comparison with YTD budget and ahead $.8M in comparison with prior year.

See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	$ 12,197,379	$ 12,293,153	99%	$ 35,700,000	$ 12,463,760	$ 39,635,660
ACCOMMODATIONS TAX	2,611,275	2,620,247	100%	5,500,000	2,670,242	6,119,752
REAL ESTATE TRANSFER	2,220,070	1,209,556	184%	6,000,000	1,399,399	7,420,538
OTHER*	884,799	675,092	131%	2,812,053	659,786	3,427,083
TOTAL	$ 17,913,523	$ 16,798,048	107%	$ 50,012,053	$ 17,193,188	$ 56,603,033

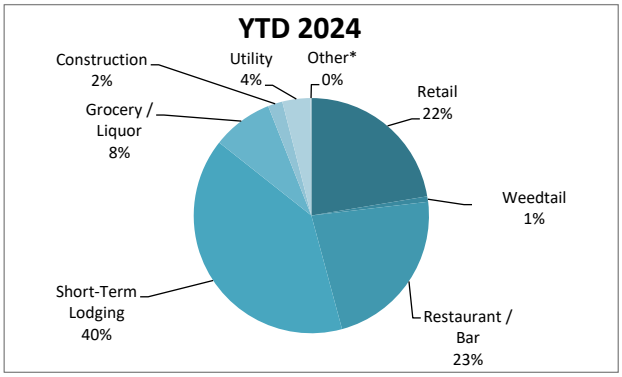
** Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income*

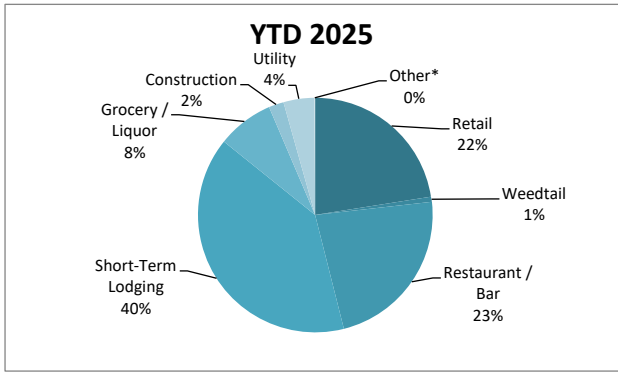
The Tax Basics: February 2024

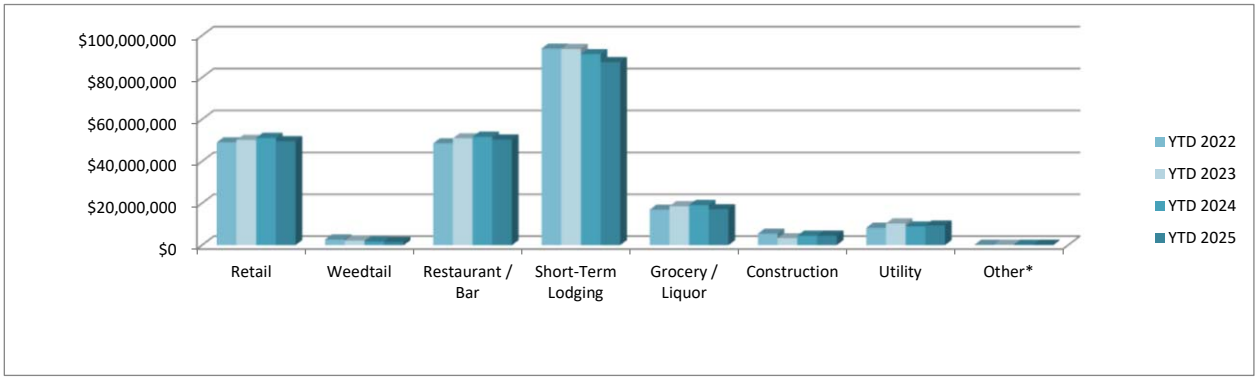
Net Taxable Sales by Industry-YTD

Description	YTD 2022	YTD 2023	YTD 2024	2024 % of Total	YTD 2025	2024/2025 $ Change	2024/2025 % Change	2025 % of Total
Retail	$49,017,599	$50,164,545	$51,149,538	22.38%	$49,564,544	($1,584,994)	-3.10%	22.52%
Weedtail	$2,681,261	$2,156,873	$1,702,082	0.74%	$1,500,455	($201,627)	-11.85%	0.68%
Restaurant / Bar	$48,566,299	$50,975,172	$51,728,689	22.64%	$50,357,256	($1,371,432)	-2.65%	22.88%
Short-Term Lodging	$93,783,041	$93,594,535	$91,156,233	39.89%	$87,329,744	($3,826,489)	-4.20%	39.68%
Grocery / Liquor	$16,923,771	$18,584,532	$19,148,689	8.38%	$17,179,906	($1,968,782)	-10.28%	7.81%
Construction	$5,496,765	$3,325,714	$4,499,928	1.97%	$4,512,500	$12,571	0.28%	2.05%
Utility	$8,274,857	$10,347,502	$8,899,371	3.89%	$9,400,361	$500,990	5.63%	4.27%
Other*	$191,734	$186,868	$231,346	0.10%	$252,076	$20,730	8.96%	0.11%
Total	$224,935,327	$229,335,740	$228,515,875	100.00%	$220,096,842	($8,419,033)	-3.68%	100.00%

** Other includes activities in Automobiles and Undefined Sales.*







New Items of Note:

- February YTD net taxable sales are currently behind February YTD 2024 by 3.68%.
- For February YTD 2025, there were increases in Construction (.28%) and in Utility (5.63%) and we saw a decline in Retail (3.10%), Weedtail (11.85%), Restaurant/Bar (2.65%), Short-Term Lodging (4.20%), Grocery/Liquor (10.28%), compared to February YTD 2024.

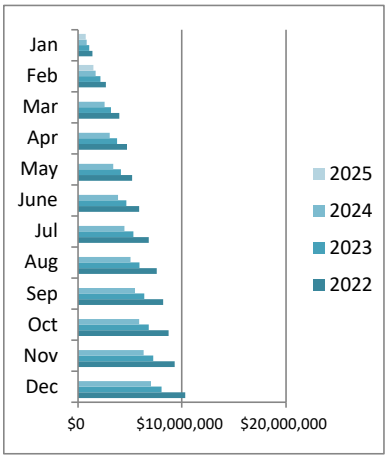
Notes:

- Short Term Lodging taxes are generally remitted based on reservation date.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), ar included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

Net Taxable Sales by Sector-Town of Breckenridge Tax Base

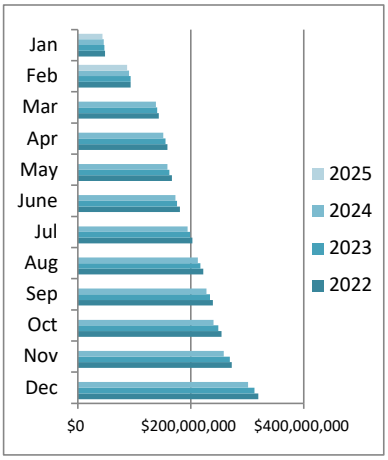
Total Net Taxable Sales					
	2022	2023	2024	2025	% change from PY
Jan	$113,601,532	$115,064,463	$115,301,894	$108,802,008	-5.64%
Feb	$111,333,795	$114,271,278	$113,213,981	$111,294,834	-1.70%
Mar	$125,723,396	$122,856,204	$121,392,239	$0	n/a
Apr	$56,507,395	$53,660,950	$49,751,378	$0	n/a
May	$34,482,494	$32,490,580	$35,835,131	$0	n/a
Jun	$56,190,042	$54,865,977	$55,361,997	$0	n/a
Jul	$73,257,349	$75,030,616	$76,671,612	$0	n/a
Aug	$64,945,542	$63,636,254	$68,256,136	$0	n/a
Sep	$63,906,042	$62,363,412	$60,141,146	$0	n/a
Oct	$51,431,132	$55,284,367	$48,104,432	$0	n/a
Nov	$53,839,134	$57,191,400	$54,383,728	$0	n/a
Dec	$131,832,112	$123,857,604	$120,659,332	$0	n/a
YTD	**$224,935,327**	**$229,335,740**	**$228,515,875**	**$220,096,842**	-3.68%
Total	**$937,049,964**	**$930,573,104**	**$919,073,006**	**$220,096,842**	-76.05%

Retail					
	2022	2023	2024	2025	% change
Jan	$24,256,753	$25,133,960	$26,397,588	$25,404,106	-3.76%
Feb	$24,760,846	$25,030,585	$24,751,950	$24,160,438	-2.39%
Mar	$31,217,392	$31,758,906	$29,859,490	$0	n/a
Apr	$14,378,828	$14,338,184	$13,987,549	$0	n/a
May	$9,122,858	$9,263,728	$10,472,929	$0	n/a
Jun	$16,235,593	$16,183,916	$15,608,240	$0	n/a
Jul	$18,204,247	$17,782,159	$20,288,753	$0	n/a
Aug	$15,820,254	$15,067,836	$17,358,626	$0	n/a
Sep	$19,891,414	$18,156,397	$17,436,682	$0	n/a
Oct	$15,019,671	$12,991,770	$13,327,400	$0	n/a
Nov	$15,583,167	$14,712,973	$15,073,417	$0	n/a
Dec	$34,074,549	$34,347,290	$33,157,365	$0	n/a
YTD	**$49,017,599**	**$50,164,545**	**$51,149,538**	**$49,564,544**	**-3.10%**
Total	**$238,565,572**	**$234,767,704**	**$237,719,988**	**$49,564,544**	-79.15%

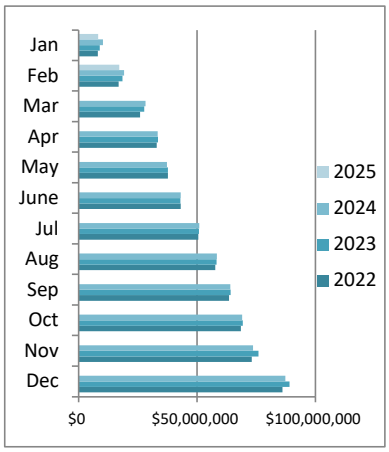


Weedtail					
	2022	2023	2024	2025	% change
Jan	$1,390,691	$1,085,499	$835,116	$762,521	-8.69%
Feb	$1,290,570	$1,071,374	$866,966	$737,934	-14.88%
Mar	$1,310,491	$1,021,416	$854,323	$0	n/a
Apr	$732,968	$577,496	$490,607	$0	n/a
May	$499,512	$382,445	$339,210	$0	n/a
Jun	$670,484	$513,462	$467,638	$0	n/a
Jul	$912,870	$697,911	$629,419	$0	n/a
Aug	$777,363	$578,590	$564,981	$0	n/a
Sep	$611,456	$463,014	$432,168	$0	n/a
Oct	$529,983	$413,804	$409,174	$0	n/a
Nov	$581,583	$447,069	$439,585	$0	n/a
Dec	$1,014,636	$785,178	$703,302	$0	n/a
YTD	**$2,681,261**	**$2,156,873**	**$1,702,082**	**$1,500,455**	**-11.85%**
Total	**$10,322,606**	**$8,037,258**	**$7,032,490**	**$1,500,455**	-78.66%

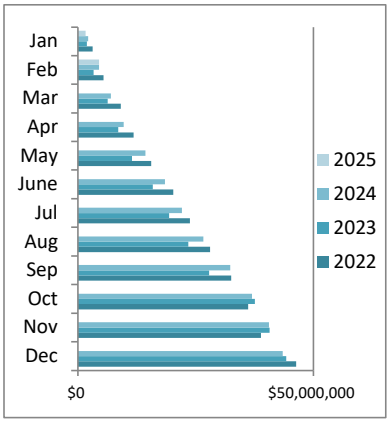
Restaurant / Bar					
	2022	2023	2024	2025	% change
Jan	$23,591,432	$25,009,257	$25,042,953	$24,155,050	-3.55%
Feb	$24,974,867	$25,965,915	$26,685,736	$26,202,206	-1.81%
Mar	$26,280,138	$25,821,441	$27,277,628	$0	n/a
Apr	$12,415,528	$12,209,139	$10,610,820	$0	n/a
May	$5,669,343	$5,883,754	$5,797,807	$0	n/a
Jun	$11,796,384	$11,309,552	$12,348,694	$0	n/a
Jul	$18,692,700	$19,294,325	$19,761,678	$0	n/a
Aug	$14,956,807	$15,634,593	$17,307,423	$0	n/a
Sep	$12,668,238	$13,197,620	$12,809,825	$0	n/a
Oct	$9,309,000	$9,879,709	$9,489,439	$0	n/a
Nov	$9,038,337	$9,285,260	$9,752,927	$0	n/a
Dec	$24,150,159	$23,302,685	$22,813,264	$0	n/a
YTD	**$48,566,299**	**$50,975,172**	**$51,728,689**	**$50,357,256**	**-2.65%**
Total	**$193,542,933**	**$196,793,250**	**$199,698,194**	**$50,357,256**	-74.78%



Short-Term Lodging					
	2022	2023	2024	2025	% change
Jan	$48,613,697	$47,461,191	$45,967,138	$43,870,565	-4.56%
Feb	$45,169,344	$46,133,344	$45,189,095	$43,459,179	-3.83%
Mar	$49,665,680	$47,143,257	$47,180,341	$0	n/a
Apr	$15,604,892	$14,586,635	$12,974,080	$0	n/a
May	$7,736,666	$6,909,765	$7,543,340	$0	n/a
Jun	$14,461,872	$13,811,321	$14,224,167	$0	n/a
Jul	$21,720,310	$23,247,770	$21,596,573	$0	n/a
Aug	$19,219,232	$18,160,095	$18,243,238	$0	n/a
Sep	$17,238,667	$16,970,088	$15,046,851	$0	n/a
Oct	$15,303,928	$14,656,976	$12,833,524	$0	n/a
Nov	$18,013,772	$20,260,148	$18,022,896	$0	n/a
Dec	$46,904,200	$43,999,343	$42,887,826	$0	n/a
YTD	**$93,783,041**	**$93,594,535**	**$91,156,233**	**$87,329,744**	**-4.20%**
Total	**$319,652,259**	**$313,339,934**	**$301,709,068**	**$87,329,744**	-71.05%



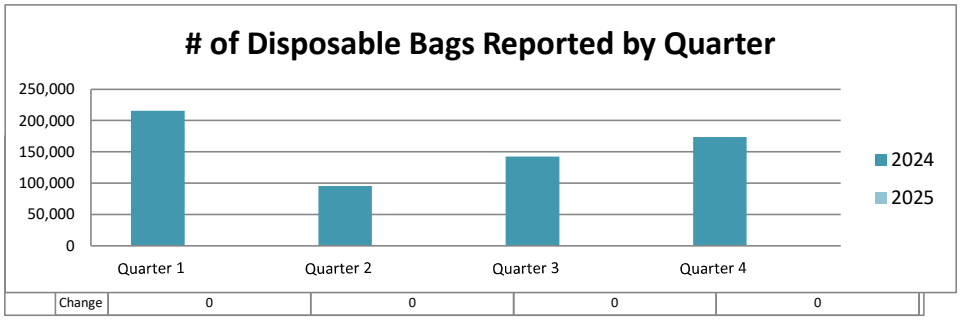
Grocery / Liquor					
	2022	2023	2024	2025	% change
Jan	$8,170,578	$8,997,217	$10,314,078	$8,198,021	-20.52%
Feb	$8,753,193	$9,587,315	$8,834,611	$8,981,885	1.67%
Mar	$9,019,659	$9,151,128	$9,118,563	$0	n/a
Apr	$6,998,996	$5,851,774	$5,078,187	$0	n/a
May	$4,744,379	$4,092,212	$4,027,368	$0	n/a
Jun	$5,436,849	$5,335,000	$5,742,402	$0	n/a
Jul	$7,431,072	$7,828,316	$7,939,664	$0	n/a
Aug	$7,177,335	$7,441,155	$7,411,914	$0	n/a
Sep	$5,816,776	$5,964,152	$5,613,339	$0	n/a
Oct	$4,953,494	$5,140,210	$5,002,786	$0	n/a
Nov	$4,692,648	$6,579,348	$4,631,519	$0	n/a
Dec	$12,887,729	$13,094,821	$13,656,319	$0	n/a
YTD	**$16,923,771**	**$18,584,532**	**$19,148,689**	**$17,179,906**	**-10.28%**
Total	**$86,082,707**	**$89,062,650**	**$87,370,750**	**$17,179,906**	-80.34%

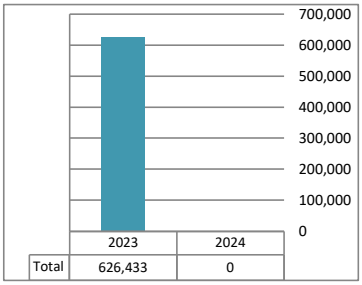


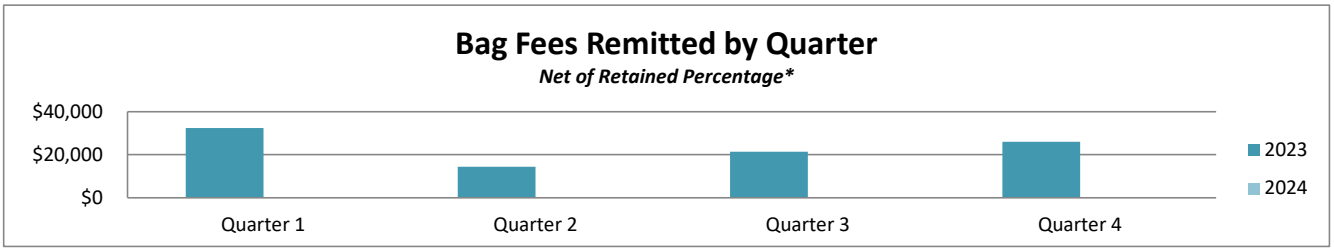
Construction					
	2022	2023	2024	2025	% change
Jan	$3,154,550	$1,963,539	$2,224,327	$1,687,970	-24.11%
Feb	$2,342,215	$1,362,174	$2,275,602	$2,824,529	24.12%
Mar	$3,647,914	$3,009,560	$2,506,342	$0	n/a
Apr	$2,708,904	$2,261,188	$2,761,140	$0	n/a
May	$3,760,646	$2,944,308	$4,560,248	$0	n/a
Jun	$4,657,133	$4,383,451	$4,174,886	$0	n/a
Jul	$3,502,956	$3,452,440	$3,617,251	$0	n/a
Aug	$4,283,775	$4,065,081	$4,542,460	$0	n/a
Sep	$4,472,192	$4,439,649	$5,722,092	$0	n/a
Oct	$3,652,396	$9,724,811	$4,568,128	$0	n/a
Nov	$2,701,750	$3,100,448	$3,630,765	$0	n/a
Dec	$7,467,227	$3,551,490	$2,897,701	$0	n/a
YTD	**$5,496,765**	**$3,325,714**	**$4,499,928**	**$4,512,500**	**0.28%**
Total	**$46,351,658**	**$44,258,139**	**$43,480,942**	**$4,512,500**	-89.62%

Disposable Bag Fees

The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The $.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. The fee was increased to $.25 in 2023.

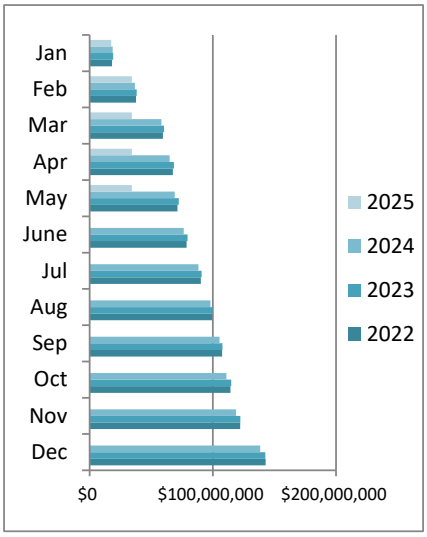




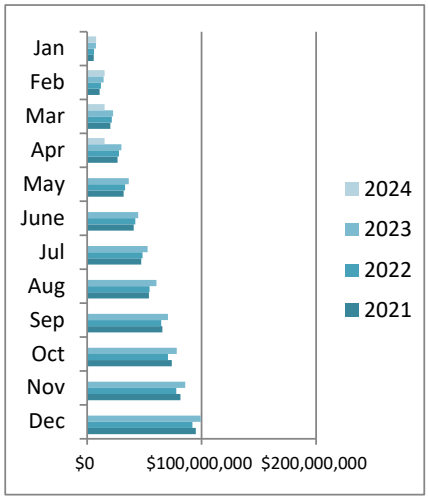


**As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of $1000/month through October 31, 2014; changing to a maximum of $100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.Filing changed to quarterly as of May 2023.*

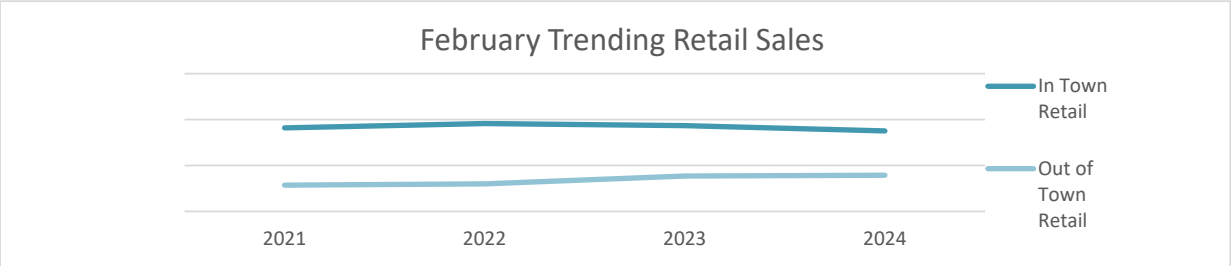
The Tax Basics: Retail Sales Sector Analysis



Retail: In-Town					
	2022	2023	2024	2025	% change from PY
Jan	$18,184,827	$19,108,292	$18,685,618	$17,518,773	-6.24%
Feb	$19,508,694	$19,040,384	$18,076,194	$16,837,991	-6.85%
Mar	$21,827,321	$22,224,826	$21,541,501	$0	n/a
Apr	$7,998,612	$8,037,999	$6,678,666	$0	n/a
May	$3,823,449	$3,867,457	$4,135,670	$0	n/a
Jun	$7,362,143	$7,206,004	$7,301,529	$0	n/a
Jul	$11,560,109	$11,408,584	$11,921,289	$0	n/a
Aug	$9,105,196	$8,973,043	$9,687,533	$0	n/a
Sep	$8,108,537	$7,926,583	$7,399,552	$0	n/a
Oct	$6,747,688	$7,150,142	$5,667,052	$0	n/a
Nov	$7,936,932	$7,344,425	$7,662,638	$0	n/a
Dec	$20,681,569	$20,267,586	$19,622,501	$0	n/a
YTD	**$37,693,520**	**$38,148,676**	**$36,761,812**	**$34,356,764**	**-6.54%**
Total	**$142,845,077**	**$142,555,324**	**$138,379,742**	**$34,356,764**	



Retail: Out-of-Town					
	2021	2022	2023	2024	% change
Jan	$5,695,992	$5,991,806	$7,711,970	$7,885,333	2.25%
Feb	$5,221,719	$5,990,201	$6,675,756	$7,322,447	9.69%
Mar	$9,295,867	$9,483,667	$8,268,534	$0	n/a
Apr	$6,349,353	$6,300,185	$7,308,883	$0	n/a
May	$5,262,164	$5,361,363	$6,337,260	$0	n/a
Jun	$8,828,510	$8,927,644	$8,247,164	$0	n/a
Jul	$6,610,465	$6,373,575	$8,310,164	$0	n/a
Aug	$6,681,996	$6,094,793	$7,671,093	$0	n/a
Sep	$11,736,190	$10,172,499	$10,037,130	$0	n/a
Oct	$8,235,111	$5,841,628	$7,660,348	$0	n/a
Nov	$7,614,113	$7,368,548	$7,410,780	$0	n/a
Dec	$13,342,156	$14,001,890	$13,534,864	$0	n/a
YTD	**$10,917,711**	**$11,982,006**	**$14,387,726**	**$15,207,780**	**5.70%**
Total	**$94,873,636**	**$91,907,798**	**$99,173,945**	**$15,207,780**	



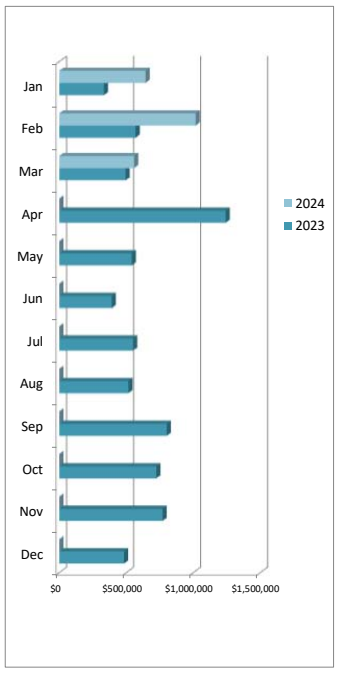
New Items of Note:

● In-Town Retail sales comprise businesses that are in Town limits. The sector had an overall decrease of 6.54% in February 2025 as compared to 2024. The Out-of-Town Retail Sales comprise businesses that are out of Town limits, whose products and services are delivered inside Town limits. This sector had a overall increase in sales of 5.70% for February 2025 compared to 2024.

Real Estate Transfer Tax

New Items of Note:
- Revenue March is ahead $1M to budget and ahead $.8M to prior year.
- Single Family sales account for the majority of the sales (38.08%), with Timeshare sales in the second position of highest sales (19.55%) subject to the tax. Timeshare sales are behind YTD by (3.65%).

Continuing Items of Note:
- 2024 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



Total RETT

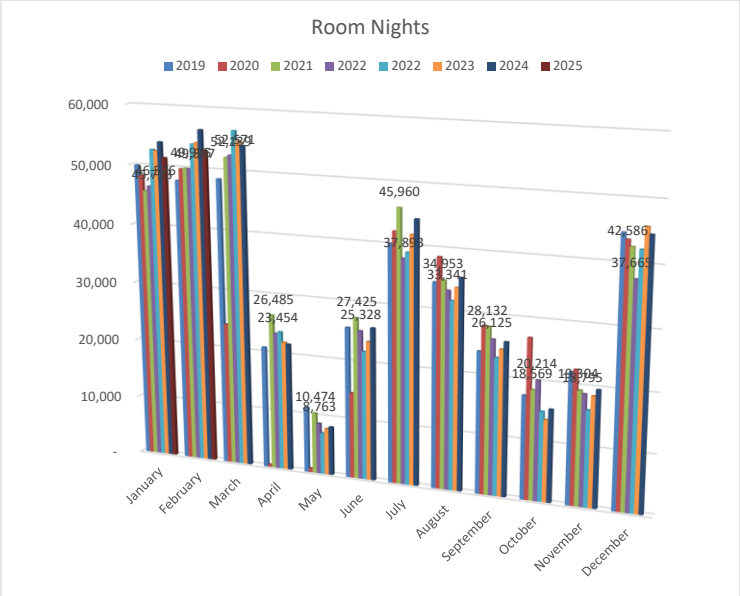
	2023	2024	2025	% change	2025 budget	+/- Budget
Jan	$366,761	$334,088	$643,773	92.70%	$322,424	$321,349
Feb	$445,546	$569,686	$1,018,132	78.72%	$463,127	$555,006
Mar	$431,380	$495,625	$558,164	12.62%	$424,005	$134,159
Apr	$456,127	$1,240,904	$0	n/a	$760,925	n/a
May	$478,584	$540,842	$0	n/a	$466,470	n/a
Jun	$278,784	$392,088	$0	n/a	$305,321	n/a
Jul	$617,133	$550,835	$0	n/a	$537,592	n/a
Aug	$574,378	$515,499	$0	n/a	$501,580	n/a
Sep	$1,139,485	$802,713	$0	n/a	$899,145	n/a
Oct	$553,836	$723,645	$0	n/a	$508,399	n/a
Nov	$384,307	$770,442	$0	n/a	$352,778	n/a
Dec	$499,188	$484,061	$0	n/a	$458,234	n/a
YTD	$1,243,687	$1,399,399	$2,220,070	58.64%	$6,000,000	$1,010,514
Total	$6,872,481	$7,420,428	$2,220,070		$6,000,000	

by Category

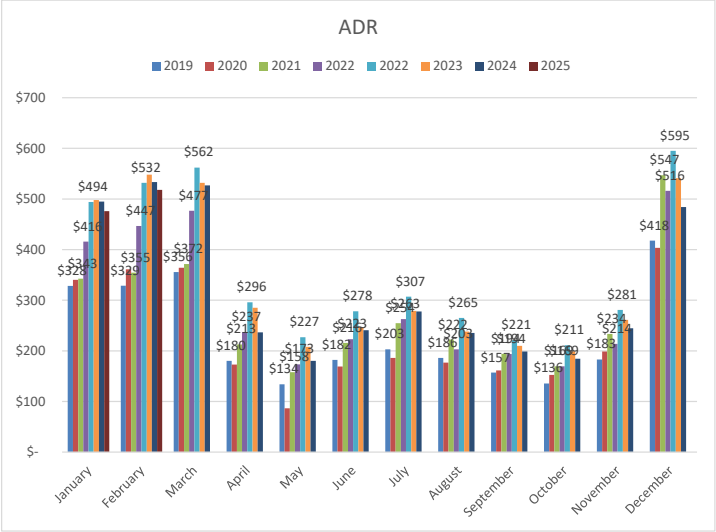
Description	2024 YTD	2025 YTD	$ change	% change	% of Total
Commercial	$ 22,375	$ 135,650	$ 113,275	506.26%	6.11%
Condominium	$ 396,730	$ 318,830	$ (77,900)	-19.64%	14.36%
Timeshare	$ 450,428	$ 433,991	$ (16,436)	-3.65%	19.55%
Single Family	$ 385,790	$ 845,440	$ 459,650	119.15%	38.08%
Townhome	$ 144,076	$ 206,080	$ 62,004	43.04%	9.28%
Vacant Land	$ 0	$ 280,078	$ 280,078	280077879.99%	12.62%
Total	$ 1,399,399	$ 2,220,070	$ 820,670	58.64%	100.00%

Breckenridge - Source DMX RAO

Occupied Room Nights	DMX 2019	DMX 2020	DMX 2021	DMX 2022	Key Data 2022	Key Data 2023	Key Data 2024	Key Data 2025
January	49,948	48,246	45,733	46,576	52,702	52,550	54,021	51,466
February	47,850	49,813	49,935	49,887	53,997	54,277	56,406	53,032
March	48,554	24,202	52,139	52,571	56,570	54,906	54,245	
April	20,895	350	26,485	23,454	23,804	22,080	21,816	
May	11,274	637	10,474	8,763	7,152	7,999	8,367	
June	25,696	14,696	27,425	25,328	21,948	23,690	26,012	
July	40,131	42,162	45,960	37,893	38,934	41,839	44,359	
August	34,515	38,623	34,953	33,341	31,745	33,922	35,575	
September	23,973	28,205	28,132	26,125	23,217	24,641	25,888	
October	17,516	26,959	18,569	20,214	15,202	13,895	15,684	
November	22,132	22,574	19,304	18,795	16,252	18,613	19,692	
December	44,693	43,650	42,586	37,665	42,276	45,823	44,670	
Total	**387,177**	**340,117**	**401,695**	**380,612**	**383,799**	**394,235**	**406,735**	**104,498**



ADR	DMX 2019	DMX 2020	DMX 2021	DMX 2022	Key Data 2022	Key Data 2023	Key Data 2024	Key Data 2025
January	$ 328	$ 340	$ 343	$ 416	$ 494	$ 498	$ 495	$ 476
February	$ 329	$ 361	$ 355	$ 447	$ 532	$ 548	$ 533	$ 518
March	$ 356	$ 364	$ 372	$ 477	$ 562	$ 532	$ 527	
April	$ 180	$ 173	$ 213	$ 237	$ 296	$ 285	$ 237	
May	$ 134	$ 87	$ 158	$ 173	$ 227	$ 208	$ 180	
June	$ 182	$ 169	$ 216	$ 223	$ 278	$ 247	$ 241	
July	$ 203	$ 186	$ 254	$ 263	$ 307	$ 279	$ 278	
August	$ 186	$ 177	$ 222	$ 203	$ 265	$ 238	$ 235	
September	$ 157	$ 161	$ 194	$ 194	$ 221	$ 210	$ 199	
October	$ 136	$ 152	$ 169	$ 169	$ 211	$ 199	$ 184	
November	$ 183	$ 199	$ 234	$ 214	$ 281	$ 261	$ 244	
December	$ 418	$ 404	$ 547	$ 516	$ 595	$ 541	$ 484	
Total	**$ 233**	**$ 231**	**$ 273**	**$ 294**	**$ 356**	**$ 337**	**$ 320**	**$ 497**



December 2024 - Key Data 52 properties, 3,275 units

Febnruary 2025 Key Data 55 poperties, 3,282 units

TOWN OF
BRECKENRIDGE

March 31, 2025

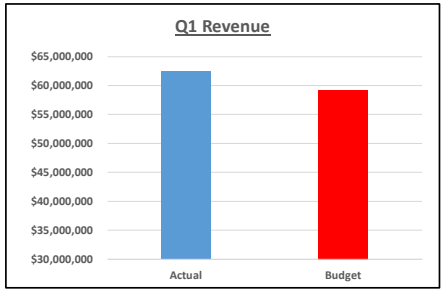
Financial Statement

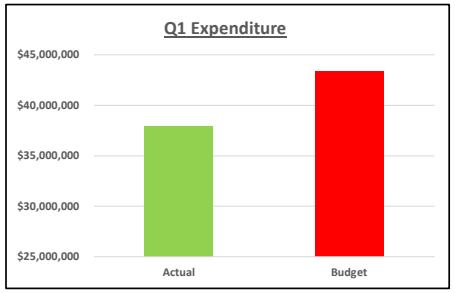
Town of Breckenridge
March 2025 Financial Review

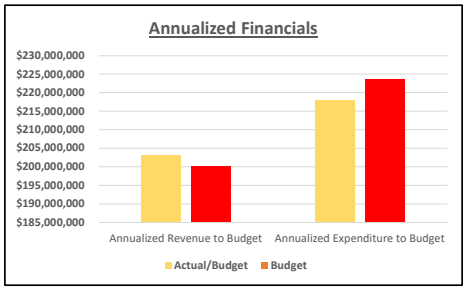
Budget Year Ending: 12/31/2025

Current Month Ending: 3/31/2025

	Q1			Q2			Q3			Q4			FY2025		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
Beg. Fund Balance															
Revenue	$ 62,465,435	$ 59,308,937	$ 3,156,498		$ 49,405,174	$ (49,405,174)		$ 45,698,101	$ (45,698,101)		$ 45,729,298	$ (45,729,298)	$ 203,298,007	$ 200,141,510	$ 3,156,498
Expenditure	$ (37,976,846)	$ (43,433,469)	$ 5,456,624		$ (51,508,379)	$ 51,508,379		$ (68,794,485)	$ 68,794,485		$ (59,855,605)	$ 59,855,605	$ (218,135,314)	$ (223,591,938)	$ 5,456,624
Net Income	$ 24,488,589	$ 15,875,468	$ 8,613,121	$ -	$ (2,103,204)	$ 2,103,204	$ -	$ (23,096,384)	$ 23,096,384	$ -	$ (14,126,307)	$ 14,126,307	$ (14,837,307)	$ (23,450,428)	$ 8,613,121
End. Fund Balance															







YTD comments

Revenue

- Accom Regulatory Fee	$ (67,542)	Reduced licenses
- Cost Sharing	$ 203,860	OST-Summit Cty Jackpot property $70K, Thor $134K
- CRCA	$ 1,178,054	Utility-CO River COOP Agreement
- Employee Loan Payoff	$ 102,153	Housing-EPDA payoff
- Employee Paid Premiums	$ (82,864)	Employee vacancy
- Fleet Sale of Assets	$ (185,700)	Budget phasing
- Housing Helps Contribution	$ 82,555	Budget phasing
- Insurance Recoveries	$ 99,476	Golf-Skid Steer
- Investment Income	$ 520,289	Return on investments
- Renewable Energy	$ 104,242	Sust-July 2024-Dec 2024 ULLR/SOL Community Solar Platform
- Rental Income	$ (509,593)	Housing-delayed $265K to April
- RETT	$ 1,010,544	Single Family homes
- Stop Loss/Medical Rebates	$ 108,151	Budget favorable
- Tax-Franchise	$ 133,735	Budget phasing
- Tax-General Property	$ 199,726	Budget phasing
- Tax-Nicotine	$ 88,883	Budget phasing
- Tax-Sales	$ (343,104)	Budget phasing
	$ 2,642,865	

Expenditure

- Payroll	$ 411,393	Vacancy rate
- Material & Supplies	$ 243,735	Budget phasing, all funds
- Charges for Services	$ 1,798,419	Budget phasing, all funds
- Charges for Services	$ (264,924)	Phasing-Buy Downs
- Charges for Services	$ (311,191)	Phasing-Housing Helps
- Charges for Services	$ (702,276)	Block 11 R&M
- Charges for Services	$ (598,377)	BTO budget phasing
- Charges for Services	$ (150,000)	Sustainability-MT 2030 Membership Fees
- Minor Capital	$ 4,844,897	Budget phasing (OST, Utility)
- Grants	$ (125,000)	NRO, Breck Film, and Breck Backstage Theater
- Grants	$ (105,000)	Breck Create SPARK
- Debt Interest	$ 322,514	Phasing-Reverse accrual CWRPDA loan interest
	$ 5,364,190	

MARCH
ALL FUNDS
REVENUE AND EXPENDITURE SUMMARY
INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES

	BUDGET FY25	YTD ACTUAL FY25 YTD	YTD BUDGET FY25 YTD	YTD ACTUAL vs BUDGET FY25 YTD
FUND BALANCE, JANUARY 1, 2025	**$ 252,295,690**	**$ 252,295,690**	**$ 252,295,690**	
REVENUE SUMMARY				
GENERAL GOVERNMENT (GF)	$ 87,800	$ 12,157	$ 21,823	$ (9,666)
EXECUTIVE MANAGEMENT (GF)	$ 1,394,000	$ 418,238	$ 328,626	$ 89,612
MISCELLANEOUS (GF)	$ 28,953,739	$ 7,931,439	$ 7,750,214	$ 181,225
FINANCE (GF)	$ 14,500	$ 15,849	$ 13,375	$ 2,474
PUBLIC SAFETY (GF)	$ 77,050	$ 12,746	$ 7,836	$ 4,910
COMMUNITY DEVELOPMENT (GF)	$ 1,307,830	$ 111,671	$ 219,806	$ (108,136)
PUBLIC WORKS (GF)	$ 926,484	$ 130,458	$ 162,591	$ (32,133)
RECREATION (GF)	$ 4,740,971	$ 1,642,732	$ 1,566,941	$ 75,790
UTILITY FUND	$ 13,883,167	$ 3,837,612	$ 2,520,483	$ 1,317,129
CAPITAL FUND	$ 10,057,444	$ 2,527,084	$ 2,453,754	$ 73,330
MARKETING FUND	$ 5,340,272	$ 2,241,222	$ 2,107,706	$ 133,516
GOLF COURSE FUND	$ 4,698,395	$ 310,607	$ 171,005	$ 139,601
EXCISE TAX FUND	$ 50,012,053	$ 17,913,523	$ 16,798,048	$ 1,115,474
WORKFORCE HOUSING FUND	$ 21,726,963	$ 4,728,169	$ 4,941,842	$ (213,672)
OPEN SPACE ACQUISITION FUND	$ 3,990,210	$ 1,891,189	$ 1,458,583	$ 432,606
CONSERVATION TRUST FUND	$ 55,542	$ 15,145	$ 13,895	$ 1,251
GARAGE SERVICES FUND	$ 6,262,986	$ 1,384,122	$ 1,551,629	$ (167,507)
INFORMATION TECHNOLOGY FUND	$ 2,228,384	$ 560,107	$ 557,772	$ 2,336
FACILITIES MAINTENANCE FUND	$ 3,698,254	$ 944,636	$ 926,775	$ 17,861
SPECIAL PROJECTS FUND	$ 3,768,498	$ 943,436	$ 942,433	$ 1,003
MARIJUANA FUND	$ 420,521	$ 135,934	$ 137,376	$ (1,442)
CEMETERY FUND	$ 26,029	$ 2,629	$ 1,848	$ 781
CHILD CARE FUND	$ 479,226	$ 135,351	$ 122,394	$ 12,957
PARKING & TRANSPORTATION FUND	$ 15,090,812	$ 5,108,097	$ 5,092,200	$ 15,897
HEALTH BENEFITS FUND	$ 5,509,273	$ 1,455,142	$ 1,426,423	$ 28,719
SUSTAINABILITY FUND	$ 5,148,546	$ 1,272,566	$ 1,160,344	$ 112,222
ACCOMMODATION UNIT COMPLIANCE FUND	$ 7,035,945	$ 6,783,574	$ 6,853,213	$ (69,639)
TOTAL REVENUES	**$ 196,934,894**	**$ 62,465,435**	**$ 59,308,937**	**$ 3,156,498**
EXPENDITURES BY CATEGORY				
PERSONNEL	$ 39,956,196	$ 9,557,333	$ 9,968,726	$ 411,393
MATERIALS & SUPPLIES	$ 6,143,516	$ 1,123,309	$ 1,367,044	$ 243,735
CHARGES FOR SERVICES	$ 36,449,290	$ 7,290,906	$ 7,062,556	$ (228,349)
MINOR CAPITAL	$ 56,750,656	$ 1,094,872	$ 5,939,769	$ 4,844,897
FIXED CHARGES	$ 1,137,879	$ 1,080,392	$ 1,059,389	$ (21,003)
DEBT SERVICES	$ 7,077,554	$ 80,513	$ 402,292	$ 321,780
GRANTS/CONTINGENCIES	$ 4,792,755	$ 1,604,079	$ 1,488,250	$ (115,829)
ALLOCATION	$ 5,108,808	$ 1,277,202	$ 1,277,202	$ -
TRANSFERS	$ 59,472,964	$ 14,868,241	$ 14,868,241	$ -
TOTAL EXPENDITURES BY CATEGORY	**$ 216,889,618**	**$ 37,976,846**	**$ 43,433,469**	**$ 5,456,624**
EXPENDITURES BY PROGRAM				
GENERAL GOVERNMENT (GF)	$ 1,094,541	$ 260,280	$ 315,152	$ 54,872
EXECUTIVE MANAGEMENT (GF)	$ 4,268,479	$ 901,759	$ 1,322,036	$ 420,277
MISCELLANEOUS (GF)	$ 1,053,401	$ 241,018	$ 152,427	$ (88,591)
FINANCE (GF)	$ 1,425,755	$ 395,098	$ 393,331	$ (1,767)
PUBLIC SAFETY (GF)	$ 5,941,562	$ 1,485,226	$ 1,480,556	$ (4,670)
COMMUNITY DEVELOPMENT (GF)	$ 2,354,545	$ 623,988	$ 653,401	$ 29,413
PUBLIC WORKS (GF)	$ 10,737,350	$ 2,665,548	$ 2,942,663	$ 277,116
RECREATION (GF)	$ 7,945,168	$ 1,928,936	$ 2,055,508	$ 126,572
UTILITY FUND	$ 16,389,927	$ 887,044	$ 3,175,687	$ 2,288,644
CAPITAL FUND	$ 23,996,447	$ 343,273	$ 1,514,865	$ 1,171,592
MARKETING FUND	$ 6,265,075	$ 2,136,138	$ 1,573,282	$ (562,856)
GOLF COURSE FUND	$ 5,632,841	$ 330,998	$ 326,310	$ (4,688)
EXCISE TAX FUND	$ 51,072,325	$ 12,639,814	$ 12,638,770	$ (1,044)
WORKFORCE HOUSING FUND	$ 22,711,449	$ 3,028,982	$ 1,941,571	$ (1,087,411)
OPEN SPACE ACQUISITION FUND	$ 6,107,040	$ 371,169	$ 2,402,975	$ 2,031,806
CONSERVATION TRUST FUND	$ 55,010	$ 13,750	$ 13,750	$ -
GARAGE SERVICES FUND	$ 7,460,884	$ 985,698	$ 881,259	$ (104,439)
INFORMATION TECHNOLOGY FUND	$ 2,319,876	$ 478,517	$ 560,967	$ 82,450
FACILITIES MAINTENANCE FUND	$ 2,636,518	$ 72,660	$ 253,189	$ 180,529
SPECIAL PROJECTS FUND	$ 4,397,000	$ 1,437,990	$ 1,294,250	$ (143,740)
MARIJUANA FUND	$ 391,868	$ 100,308	$ 100,558	$ 251
CEMETERY FUND	$ 25,600	$ 500	$ 15,500	$ 15,000
CHILD CARE FUND	$ 2,334,075	$ 357,880	$ 401,200	$ 43,320
PARKING & TRANSPORTATION FUND	$ 14,311,416	$ 2,894,159	$ 3,134,570	$ 240,411
HEALTH BENEFITS FUND	$ 5,400,079	$ 1,071,206	$ 1,179,545	$ 108,339
SUSTAINABILITY FUND	$ 3,621,112	$ 561,894	$ 959,762	$ 397,869
ACCOMMODATION UNIT COMPLIANCE FUND	$ 6,940,275	$ 1,763,013	$ 1,750,382	$ (12,632)
TOTAL EXPENDITURES BY PROGRAM	**$ 216,889,618**	**$ 37,976,846**	**$ 43,433,469**	**$ 5,456,624**
PROJECTED FUND BALANCE DECEMBER 31, 2024	**$ 232,340,966**	**$ 276,784,278**	**$ 268,171,157**	

(GF): Government Fund

Memo

To: Breckenridge Town Council Members

From: Jon Dorr, Assistant Director of Recreation

Date: 5/7/2025 (for the 5/13/25 work session)

Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on May 7, 2025. Below you will find the meeting minutes and a link to the SEPA calendar. Upcoming summer events were shared with positive updates. BEC and SEPA had no issues with moving the proposed Breckenridge Farmers Market to the Exchange Lot. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, May 7, 2025
Right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Tony Cooper, Dave Feller, Neal Kerr, Karlie McLaughlin, Dave DePeters, Carter Nelson, Kelly Sanders, Dave Feller, Cait McClusky, Tamara Nuzzaci Park, Carol Saade
Guests: Sarah Wetmore, Becca Reniers, Majai Bailey, Brooke Shotts, Bill Wishowski

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

a The Committee Chair took roll call.

b A motion was made to approve April 2, 2025, meeting minutes.

- **M/S/P**

II. Upcoming Events – *The committee reviewed list of upcoming events through June and had no concerns.*

a 5.21.25 SHS Grad Parade
b 5.31.25 Town Clean Up Day - TOB
c 6.6.25 Town Party – Breck Create @ RWC
d 6.8-9.21.25 Breck Sunday Markets @ MSS
e 6.12-1425 RAM Legacy in Action Day @ Carter Park
f 6.12-8.21.25 AirStage Après Series – Breck Create
g 6.14.25 Breck Pride Party on RWC Lawn – BTO *(Pride activations all week June 9-15)*
h 6.19-9.25.25 Breckenridge Farmers Market @ Exchange Lot
i 6.21-8.9.25 NRO Summer Concert Series
j 6.27-28.25 Breckenridge Agave Festival @ MSS

III. Review Past Events

a 4.5.25 Imperial Challenge – no concerns

IV. General Updates and Discussion

a Proposed Concert Concept – BCA/Tamara

- The Committee endorses further exploration of the proposed concert concept.

b July 4, 2025 Update

- Parade registration open with 22 floats registered so far. Cirque Mechanics performing 4:30-5:30pm followed by NRO performance at RWC.

c Spark Update – Breck Create

- Spark team came out for site visit. Next step is a crafting a communication plan to engage local businesses and residents.

d Breckenridge Ski Resort Update

- Spring activations, Peaks & Beats and Peak 8 Pond Skim, were well attended.

V. Next BEC Meeting, Wednesday, June 4, 2025

VI. Meeting adjourned at 9:37am.

The Breckenridge Events Committee evaluates events against four strategic goals:

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

Memo

TOWN OF
BRECKENRIDGE

To: Breckenridge Town Council

From: Dana Laverdiere, Director Human Resources

Date: May 06, 2025 (for the May 13, 2025, work session)

Subject: Town of Breckenridge Staffing Analytics

Introduction:
As we begin 2025, the Town of Breckenridge is proud to share several notable successes in recruitment and internal advancement. This past year, we received a record-high number of applications across all positions, reflecting the Town's strong employer brand and community appeal. In addition, we achieved significant success in promoting internal candidates, demonstrating the effectiveness of our succession planning efforts and our ongoing commitment to employee growth and development.

Information:
The Town of Breckenridge's FTYR turnover rate increased from 2.5% in Q4, 2024 to 4.4% in Q1, 2025 with 9 separations. There were seven voluntary and two involuntary separations. This is an increase of 2 compared to last year during the same time frame (7 separations in Q1, 2024).

2024 - 2025 FTYR Separation Data									
Q1 2024		Q2 2024		Q3 2024		Q4 2024		Q1 2025	
Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary	Voluntary	Involuntary
6	1	16	1	9	1	5	0	7	2
3.5%		8.4%		4.9%		2.5%		4.4%	

Turnover by Department

Separations by Department								
	Q2, 2024		Q3, 2024		Q4, 2024		Q1, 2025	
	Turnover	Turnover Rate	Turnover	Turnover Rate	Turnover	Turnover Rate	**Turnover**	**Turnover Rate**
Comm Dev	1	5%	0	0%	0	0%	**0**	**0%**
Finance	0	0%	0	0%	0	0%	**0**	**0%**
Human Resources	0	0%	0	0%	0	0%	**0**	**0%**
Muni Serv/Com Eng	0	0%	0	0%	0	0%	**0**	**0%**
Police	3	12.5%	4	14.8%	2	7.7%	**2**	**8.0%**
Public Works	9	9.8%	2	2.2%	3	2.2%	**2**	**2.0%**
Recreation	3	8.3%	3	8.8%	0	0%	**5**	**14.3%**
Administration	1	16.7%	1	14.3%	0	0%	**0**	**0%**
IT	*Included w/ Administration in 2024*						**0**	**0%**
Housing	*New department in 2025*						**0**	**0%**

Total Historical Turnover

Town of Breckenridge rolling 12-month total turnover is trending at 20.39%. This is a slight increase from the end of 2024.

Separation Reasons

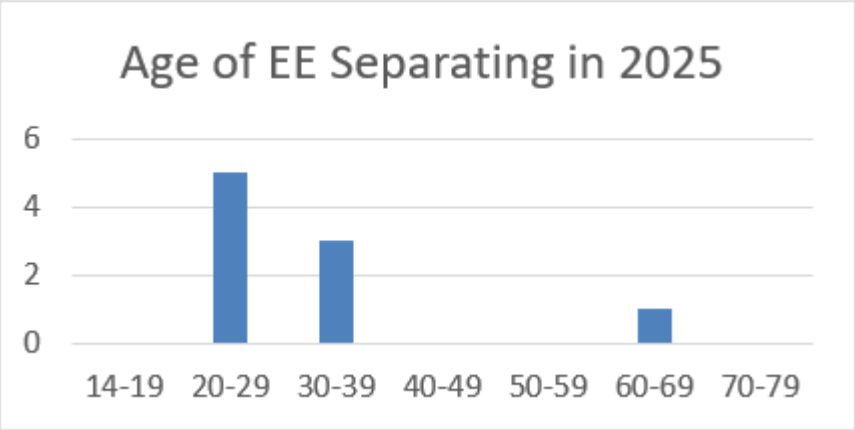
This graph looks at the separation reasons for Q1 2023 through Q1 2025.
In Q1 2025, one employee retired and four employees left for other employment (two started their own business in Summit County, one left for another job outside of Summit and one left for a career change). One employee left for personal reasons and one left for other reasons. Two employees were involuntarily separated due to policy violations.

First Year Turnover by Department

First Year Turnover by Department					
Department	**Q1**	**Q2**	**Q3**	**Q4**	**Total**
Comm Dev	0				**0**
Finance	0				**0**
Human Resources	0				**0**
Muni Services/Comm Eng.	0				**0**
Police	0				**0**
Public Works	1				**1**
Recreation	2				**2**
Administration/IT	0				**0**
IT	0				**0**
Housing	0				**0**
Total	**3**				**3**

In Q1, 2025, the Town had three employees separating within their first year of FTYR employment, with two of these being involuntary separations.

Age of Employees Separating in 2025



For the past two years, the highest turnover was among those 30-39 years old. However, in Q1, 2025, our highest turnover has been among the 20-29 age group, yet this age group makes up only 13% of our FTYR population.

Application Volume to Date

Total Applications by Quarter					
	Q1	Q2	Q3	Q4	TOTAL
2019	515	522	422	401	**1860**
2020	450	174	374	128	**1126**
2021	485	437	323	254	**1499**
2022	436	376	368	332	**1512**
2023	495	402	396	165	**1458**
2024	652	465	491	214	**1822**
2025	690				**690**

The Town had a total of 690 applicants for all positions in Q1 2025 including full-time, part-time, and seasonal positions, breaking the record for the most applications received in a quarter.

Additional Recruitment Data

Promotions from PT/Seas to FTYR					
	Q1	Q2	Q3	Q4	Total
2023	6	4	6	1	**17**
2024	12	3	1	1	**17**
2025	11				**11**

Promotions from FTYR to FTYR					
	Q1	Q2	Q3	Q4	Total
2023	5	9	4	3	**21**
2024	7	2	1	4	**14**
2025	5				**5**

This data highlights the Town's ability to hire and promote within.

FTYR Rehires					
	Q1	Q2	Q3	Q4	Total
2023	1	7	1	0	**9**
2024	1	2	2	5	**10**
2025	0				**0**

Number of FTYR Hires					
	Q1	Q2	Q3	Q4	Total
2023	19	15	13	3	**50**
2024	18	10	14	7	**49**
2025	14*				**14**

*0 Rehired, 11 Promotions, 3 New Employees

In total, the Town hired 14 new FTYR employees in Q1, 2025. This number includes 11 promotions from PT/Seasonal to FTYR.

Vacancy
The vacancy rate increased in Q1, 2025 to 6.3% from 3.2% (end of Q4, 2024). There were 14 FTYR vacancies as we closed out Q1, 2025 (6 of these in Public Works and 5 in the Police Department).

Volunteer Time Off (VTO) Program
Since June of 2023, employees have volunteered a total of 774 hours with local non-profits in the community equating to a $36,381 investment from the Town. Employees volunteered a total of 79.75 hours in Q1, 2025. The Town has an organizational goal to increase employee use of VTO by 20% in 2025.

Summary
In summary, the Town continues to prioritize hiring the most skilled and qualified individuals, while investing in the retention of current employees through strong leadership, competitive compensation and benefits, and access to affordable housing. Staff will be present during the work session to provide further details and answer any questions.

Addendum to HR Update

To: Town Council
From: Dana Laverdiere, Director Human Resources
Date: May 6, 2025 (for the May 13, 2025 work session)
Subject: Town of Breckenridge's Youth Employment and Internships

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This addendum outlines the efforts the Town of Breckenridge has made to support youth employment and career training in the community. The Town remains committed to fostering youth development through meaningful employment and internship opportunities. We actively collaborate with college and high school students to provide real-world experience in various professional fields. Provided below is a summary of our current internship and junior employment offerings:

Paid Internships:

- Planning Intern
- Sustainability Intern
- Engineering Intern
- Recreation Intern(s)
- Fleet Intern (included in the 2025 budget, and to be developed)

Junior Employment Opportunities:

- **Junior Programs Guides** – Designed for 14 and 15-year-olds to gain their first job experience. This position works in conjunction with Youth Program Instructors on the youth program offerings at the Recreation Center.
- **Junior Programs Instructors** – Available for 16 and 17-year-olds, offering greater responsibility in youth programs.
- **Lifeguards** – We provide training for 15-year-olds to become certified lifeguards, and work for the Town in the Aquatics Division.
- **Junior Employment at the Golf Course** – Opportunities for youth to gain professional experience in golf course operations in both operations and maintenance positions.

Other

- The Town of Breckenridge has significant involvement in the Career Pathways tiny home construction projects, including participation by the Town's Chief Building Official throughout the semester-long classes.
- Attendance at Summit High School and Park County High School Job Fairs to recruit interested students in employment.

- Through the Open Space and Trails (OST) Division, the Town of Breckenridge supports and hires Rocky Mountain Youth Corps teams to perform annual trail and open space management projects. Additionally, OST is participating with Blueprint Summit this summer enlisting two Summit High School upperclassman to assist in “Leave No Trace” education. Also, OST assisted with instructing the Avalanche Safety Unit of Summit High School’s spring outdoor education course.

Through these programs, we align with the career pathways, covering key fields such as:

- Natural Resources
- Computer Science
- Skilled Trades
- Education & Human Services
- Engineering & Advanced Manufacturing
- Health Sciences
- Outdoor Leadership

Our efforts in youth employment contribute to workforce development and ensure that young community members are well-prepared for future careers. We are open to exploring additional internship areas and welcome ideas to enhance these opportunities.

Human Resources and Senior Leadership welcome Town Council’s feedback and ideas on expanding or refining these programs, we encourage collaboration and feedback to build on our current successes.

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Scott Reid, Deputy Town Manager
Keely Ambrose, Town Attorney
Date: April 14, 2025 (for May 13, 2025 meeting)
Subject: Amendment to Administrative Rules and Regulations Regarding Drone Operation

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Town Council Goals (Check all that apply)

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

Summary
Drone permits are required for any Unmanned Aircraft System (a.k.a. "UAS" or "drone") in which a drone takes off or lands on Town-owned, public property. Attached is a redlined version of the Town's Administrative Rules and Regulations related to Unmanned Aircraft Systems within Town. The proposed revisions would increase the required general liability insurance coverage for drone pilots from the current $1M minimum to the state-mandated minimum coverage of $1.2M. The regulation revisions would also change references from "Assistant Town Manager" to "Town Manager Designee", thereby allowing the Town Manager to designate a staff signatory for all Town drone permits.

Staff requests Town Council review the attached, amended and restated rules and regulations pertaining to UAS and approve the edits so Town staff can implement the revisions.

Background
Since 2018, the Town has required a permit for all drone pilots who seek to launch or land their UAS on Town-owned, public property. This permit process has resulted in an average of ten (10) UAS permits issued per year by the Town. The State of Colorado statutorily limits liability for governmental entities to be a maximum of $1.2M per incident or occurrence. Consequently, the Town requires third parties engaged in activities that have the potential to create liability for the Town, i.e. by using Town property or performing services for the Town, to hold liability insurance with a minimum of $1.2M in coverage. The current Town UAS regulations are outdated and currently require $1M minimum coverage for third party entities seeking UAS permits.

The Town's UAS regulations also currently designate the "Assistant Town Manager" as the designee for approving all UAS permits. This language has proven to be too specific with changing titles and staff absences. Amending the regulations to allow for a "Town Manager Designee" would allow the Town Manager to designate any Town employee to oversee and approve the UAS permit process as needed.

Public outreach/engagement
This effort to amend and restate the UAS regulations is a housekeeping measure, does not substantively alter the content of the regulations, and does not warrant public outreach and engagement beyond the standard noticing requirements.

Financial Implications
The proposed ordinance change does not have significant financial implications, beyond the increased cost of third-party liability insurance coverage which is state-mandated.

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

Equity Lens
All UAS pilots will be treated equally through the permit process and the permit application will be available in both English and Spanish.

Staff Recommendation
Staff recommends Town Council review the attached, revised version of the proposed regulations, pose clarifying questions to staff, and approve the proposed revisions to the Town's Administrative Rules and Regulations.

Staff will be available on Tuesday to answer any questions.

AMENDED ADMINISTRATIVE RULES AND REGULATIONS CONCERNING PERMITS ISSUED UNDER THE TOWN OF BRECKENRIDGE UNMANNED AIRCRAFT SYSTEM ORDINANCE

A. **Effective Date**. These Regulations are effective ~~March 28, 2018~~ May 13th, 2025.

B. **Authority.** These regulations are issued by the Town Manager of the Town of Breckenridge pursuant to the authority granted by Section 5-14-9 of the Breckenridge Town Code, which is commonly known as the Town's "Unmanned Aircraft Systems Ordinance."

C. **Adoption Procedures.** The procedures set forth in Chapter 18 of Title 1 of the Breckenridge Town Code were followed in connection with the issuance of these Regulations. Notice of the adoption of these Regulations was given in accordance with the requirements set forth in Section 1-18-3 of the Breckenridge Town Code.

D. **Conflict With UAS Ordinance.** These regulations do not amend the Town's Unmanned Aircraft Systems Ordinance. If there is a conflict between these Regulations and the ordinance, the ordinance shall control.

E. **Definitions.**

1. As used in these Regulations the following words have the following meanings, unless the context clearly requires otherwise:

APPLICANT:	A person who has submitted an application for permit pursuant to these Regulations.
APPLICATION:	An application for permit submitted pursuant to these Regulations.
BUSINESS DAY:	A day when the offices of the Town of Breckenridge are open for public business.
DAY:	A calendar day, unless otherwise indicated.
PERMIT:	A permit issued by the Town pursuant to these Regulations.
PERMITTEE:	The person to whom a permit has been issued pursuant to these Regulations.
TOWN:	Has the meaning provided in Section 1-3-2 of the Breckenridge Town Code.

UAS:	An aircraft, powered aerial vehicle, or other device without a human pilot aboard, the flight of which is controlled either autonomously by onboard computers or by the remote control of a pilot operator on the ground or in another vehicle or aircraft, and all associated equipment and apparatus.
UAS ORDINANCE:	Chapter 14 of Title 5 of the Breckenridge Town Code, as amended from time to time.

2. All of the definitions in Section 5-14-3 of the UAS Ordinance are adopted by reference and incorporated into these Regulations.

F. **Delegation of Authority.** The Town Manager delegates to ~~the Assistant~~ a Town Manager Designee the responsibility to act on all applications received and permits issued by the Town pursuant to these Regulations, except for the responsibility to decide an appeal filed pursuant to Section Q or Section (W)(6) of these Regulations which shall be handled by the Town Manager. If, for any reason, the Town Manager Designee~~Assistant Town Manager~~ is unable to handle the responsibilities delegated pursuant to these Regulations such responsibilities shall be handled by the Police Chief of the Town.

G. **Permit Required.** No person shall launch or land a UAS from any real property owned by the Town without a permit issued pursuant to these Regulations.

H. **Classes of Permits.** There are two (2) classes of permits that can be issued pursuant to these Regulations: (i) a "Single Flight Permit"; and (ii) an "Annual Permit."

1. **Single Flight Permit:** Single Flight Permits are for operators who want to operate a UAS at the specified location(s) over the course of a single date.

2. **Annual Permit:** Annual Permits are designed for operators who conduct numerous substantially similar flights over the course of a year.

I. **Application For Permit.**

1. A person seeking to obtain a permit shall file an application with the Town Manager Designee~~Assistant Town Manager~~. The form of the application shall be provided by the Town Manager Designee~~Assistant Town Manager~~.

2. An application for a permit shall be filed with the Town Manager Designee~~Assistant Town Manager~~ not less than 7 days nor more than one year before the proposed UAS flight is to begin. The Town Manager Designee~~Assistant Town Manager~~ may waive the minimum filing period and accept an application filed within a shorter time period if, after due consideration of the date, time, place, and nature of the proposed UAS flight(s), the Town Manager Designee~~Assistant Town Manager~~ determines that sufficient time exists for the proper investigation and review of the application; that the waiver will not present a hazard to public health, safety or welfare; and that the waiver will not create a substantial burden on the Town's staff or financial resources.

3. An application for a Single Flight Permit shall contain the following information:

(a) The name, address, and e-mail address (if any) of the applicant;

(b) The applicant's driver's license number or other form of valid, government-issued identification;

(c) A description, including type, make, model, dimensions and total weight of the UAS, including payload, and a digital photograph of the UAS proposed to be flown;

(d) Federal Aviation Administration (FAA) registration number of the UAS proposed to be flown;

(e) The location(s) of the proposed UAS flight;

(f) A description of the flight or type of flight proposed to be conducted;

(g) What payload(s), if any, will be attached to the UAS;

(h) The date and time at of the applicant's proposed UAS flight activities are proposed to be conducted;

(i) The reason for desiring to conduct the proposed UAS flight at the requested location; and

(j) Any additional information that the Town Manager Designee~~Assistant Town Manager~~ reasonably determines to be necessary in connection with the investigation and review of the application.

4. An application for an Annual Permit shall contain the following information:

(a) The information required in Sections (3)(a) – (g), (i) and (j), above.

(b) In lieu of providing the date(s) and time(s) of proposed UAS flights in the application for an Annual Permit, the permittee shall provide notice in advance of individual flights to be undertaken pursuant to the Annual Permit as required by Section S of these Regulations;

(c) Evidence that the applicant has in full force and effect a policy or policies of general liability insurance covering the proposed UAS flight(s) with minimum combined single limits of not less than One Million ~~Dollars~~Two Hundred Thousand Dollars($1,~~0~~200,000). Such insurance shall remain in full force throughout the entirety of the UAS flight(s) for which the permit is issued. The Town shall be named as an additional insured under such insurance policy. See Section S of these Regulations for action required of a permittee with respect to lapsed or cancelled general liability insurance.

(d) The applicant's agreement that the UAS will be operated in accordance with a community-based set of safety guidelines and within the programming of a nationwide community-based organization;

(e) Proof of any required FAA authorization and/or exemption if the applicant proposes a commercial use of a UAS pursuant to the permit for which the application is filed; and

(f) Any additional information that the Town Manager Designee~~Assistant Town Manager~~ reasonably determines to be necessary in connection with the investigation and review of the application.

5. Each application shall contain the applicant's certificate as to the truth and accuracy of all of the information contained in the application.

6. Applications shall be processed by the Town Manager Designee~~Assistant Town Manager~~ in order of receipt.

J. **Fees.** An applicant shall pay to the Town a non-refundable application fee when the application is filed. The purpose of the fee is to cover the administrative costs

of processing the application. The application fee for a Single Flight Permit is $25.00. The application fee for an Annual Permit is $150.00.

K. **Investigation of Application.** Upon receipt of a properly completed application, together with all information required in connection therewith, and the payment of the application fee as required by Section J of these Regulations, the Town Manager Designee~~Assistant Town Manager~~ shall review the application in accordance with the requirements of these Regulations.

L. **Standards For Issuance of Permit.** The Town Manager Designee~~Assistant Town Manager~~ shall issue a permit when, from a consideration of the application and from such other information as may otherwise be obtained, the Town Manager Designee~~Assistant Town Manager~~ determines that:

1. denial of the application is not required under Section M of the regulations;

2. the application (including any required attachments and submissions) is complete, signed, and certified by the applicant;

3. the applicant has paid the application fee required by Section J of these Regulations;

4. the application does not contain a material falsehood or misrepresentation;

5. the application complies with all of the requirements of these Regulations;

6. the applicant is legally competent to contract under Colorado law;

7. the proposed UAS flight can be conducted without placing an excessive burden on the resources of the Town, including, without limitation, the Police and Public Works Departments, and the Red, White and Blue Fire Protection District;

8. the proposed UAS flight will not be unreasonably disruptive or cause a nuisance; and

9. the proposed UAS flight will not pose a substantial danger to the public health, safety, or welfare.

M. **Denial of Permit.**

1. The Town Manager Designee~~Assistant Town Manager~~ shall deny an application for a permit if the Town Manager Designee~~Assistant Town Manager~~ determines that:

(a) Information contained in the application, or supplemental information requested from the applicant, is found to be false in any material respect;

(b) The application fails to meet any of the standards for the issuance of a permit pursuant to these Regulations; or

(c) The applicant has failed to comply with the conditions of a permit issued under these Regulations within the 2 years immediately preceding the filing of the application.

2. If an application is denied the application fee shall not be refunded.

N. **Authority to Impose Conditions on Permit.** The Town Manager Designee~~Assistant Town Manager~~ shall have the authority to impose such reasonable terms and conditions on a permit as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of these Regulations and applicable law.

O. **Decision By The Town Manager Designee~~Assistant Town Manager~~.**

1. The Town Manager Designee~~Assistant Town Manager~~ shall approve, deny or conditionally approve an application within 5 business days of the receipt of the completed application unless, by written notice to the applicant, the decision period is extended for an additional 5 business days; provided, however, that in any event the Town Manager Designee~~Assistant Town Manager~~ shall render a decision on an application not less than 24 hours prior to the scheduled commencement of the proposed UAS flight which is the subject of the application. If the Town Manager Designee~~Assistant Town Manager~~ accepts a late-filed application pursuant to Section I(1), the Town Manager Designee~~Assistant Town Manager~~ shall render a decision on the application as promptly as possible, and in no event later than the scheduled commencement of the proposed UAS flight.

2. If an application is denied, the Town Manager Designee~~Assistant Town Manager~~ shall clearly set forth in writing the grounds for denial and, where feasible, shall propose measures to cure the defects that lead to the denial of the application.

3. In the event an application is conditionally approved, the Town Manager Designee~~Assistant Town Manager~~ shall clearly set forth in writing the conditions of approval.

P. **Notice of Decision.** The Town Manager Designee~~Assistant Town Manager~~ shall notify the applicant of the Town Manager Designee's~~Assistant Town Manager's~~ decision on the application within 5 business days of rendering the decision. Notice shall be given by mailing a copy of the Town Manager Designee~~Assistant Town Manager~~'s decision to the applicant by regular mail, postage prepaid, at the address shown in the application, or by sending a copy of the Town Manager Designee~~Assistant Town Manager~~'s decision to the applicant at the applicant's e-mail address shown in the application. If mailed, notice is deemed to have been properly given upon mailing. If sent by e-mail, notice is deemed to have been sent upon the electronic mailing of the decision to the applicant's e-mail address shown in the application. Proof of delivery is not required for either method of delivering notice of the Town Manager Designee~~Assistant Town Manager~~'s decision on the application.

Q. **Appeal of Denial of Conditional Approval of Permit.**

1. An applicant has the right to appeal the Town Manager Designee~~Assistant Town Manager~~'s denial or conditional approval of an application to the Town Manager.

2. An applicant's appeal of the Town Manager Designee~~Assistant Town Manager~~'s denial or conditional approval of an application shall be processed in accordance with Chapter 19 of Title 1 of this Code; provided, however, that the applicant's written notice of appeal shall be filed with the Town Manager within 10 days after the date of mailing of the Town Manager Designee~~Assistant Town Manager~~'s decision on the application.

3. The applicant shall be provided with not less than 10 days' prior written notice of the appeal hearing to be held by the Town Manager.

4. The burden of proof in an appeal filed under this Section Q shall be on the applicant.

5. The Town Manager shall render a decision on an appeal within 5 business days after the conclusion of the hearing.

6. If the Town Manager finds by a preponderance of the evidence that the decision of the Town Manager Designee~~Assistant Town Manager~~ was correct, the Town Manager shall uphold the decision of the Town Manager Designee~~Assistant Town Manager~~. If the Town Manager finds by a preponderance of the evidence that the decision of the Town Manager Designee~~Assistant Town Manager~~ was incorrect, the Town Manager Designee~~Assistant Town Manager~~'s decision shall be set aside and the

permit issued (if it was previously denied) or the conditions of approval stricken or modified.

7. Any decision made by the Town Manager pursuant to this Section Q shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The applicant's failure to timely appeal the decision is a waiver the applicant's right to contest the denial or conditional approval of the application.

8. If there is any conflict between the provisions and requirements of this Section Q and the provisions and requirements of Chapter 19 of Title 1 of this Code, the provisions and requirements of this Section Q shall control.

R. **Contents of Permit.**

1. A permit issued pursuant to these Regulations shall contain the following information:

(a) The name, address, and telephone number of the permittee;

(b) The location(s) of the UAS flight to be held pursuant to the permit;

(c) The date(s) of the UAS flight to be held pursuant to the permit;

(d) The starting and ending times the UAS flight to be held pursuant to the permit;

(e) An advisement to the permittee of the permittee's duties under Section V of these Regulations;

(f) An acknowledgment by the permittee that the permit may be summarily suspended by the Town Manager Designee~~Assistant Town Manager~~ in accordance with Section (W)(5) of these Regulations;

(g) Any special conditions of approval imposed upon the permit by the Town Manager Designee~~Assistant Town Manager~~ pursuant to Section N of these Regulations.

(h) Such other information as the Town Manager Designee~~Assistant Town Manager~~ determines to be necessary or appropriate for inclusion in the permit.

2. A permit must be signed by both the applicant and the Town Manager Designee~~Assistant Town Manager~~ to be valid.

S. **Required Supplemental Information to Annual Permit.** During the term of an Annual Permit, the permittee shall provide the Town Manager Designee~~Assistant Town Manager~~ with the following supplemental information:

(a) If the term of the permittee's required general liability insurance policy expires or otherwise terminates during the term of the Annual Permit, or if the permittee looses such insurance coverage for any reason during the term of the Annual Permit, the permittee shall not fly the permittee's UAS within the Town pursuant to the Annual Permit until the permittee has: (i) renewed the insurance policy, or obtained a replacement insurance policy that meets the requirements of Section I(4)(c) and has a term extending at least until the end of the term of the Annual Permit; and (ii) provided the Town Manager Designee~~Assistant Town Manager~~ with notice of the renewed or replacement insurance policy.

(b) At least 48 hours prior to flying a UAS pursuant to the Annual Permit the permittee shall notify the Town Manager Designee~~Assistant Town Manager~~ of the date(s) and time(s) of a permittee's intent to fly a UAS.

(c) Any supplemental notice required by this Section S shall be provided to the Town Manager Designee~~Assistant Town Manager~~ by filing a supplement to the Annual Permit using such form as the Town Manager Designee~~Assistant Town Manager~~ shall require.

T. **Modification of Approved Permit.** For good and sufficient cause the Town Manager Designee~~Assistant Town Manager~~ may modify an approved permit. There is no fee for a request to modify an approved permit.

U. **Permit Not Transferable.** A permit is non-transferable and non-assignable. Any attempt to transfer or assign such permit voids the permit.

V. **Duties of Permittee.** In connection with the holding of the event for which a permit is issued, a permittee shall:

1. Comply with all of the terms and conditions of the permit;

2. Comply with all applicable Town ordinances and state and federal laws;

3. If the permit is an Annual Permit, maintain the insurance required by Section I(4)(c) of for the full duration of the permit; and

4. Permit inspection of its records by the Town Manager Designee~~Assistant Town Manager~~ for the purpose of determining the permittee's compliance with the terms and conditions of the permit.

W. **Suspension or Revocation of Permit.**

1. A permit issued pursuant to these Regulations may be suspended or revoked by the Town Manager Designee~~Assistant Town Manager~~ after hearing for the following reasons:

   (a) fraud, misrepresentation or a false statement of material fact contained in the permit application;

   (b) noncompliance with any of the duties set forth in Section V of these Regulations;

   (c) a violation of any Town, state, or federal law or regulation;

   (d) a violation of any of the terms and conditions of the permit;

   (e) a violation of any of the provisions of these Regulations; or

   (f) any unforeseen, unanticipated, or uncontrollable circumstance if the Town Manager Designee~~Assistant Town Manager~~ determines that the permitted UAS flight under such circumstance would pose a threat to the public health, safety or welfare.

2. In connection with the suspension of a permit, the Town Manager Designee~~Assistant Town Manager~~ may impose reasonable conditions.

3. A hearing held pursuant to this Section shall be processed in accordance with Chapter 19 of Title 1 of this Code.

4. In deciding whether a permit should be suspended or revoked, and in deciding what conditions to impose in the event of a suspension, if any, the Town Manager Designee~~Assistant Town Manager~~ shall consider:

   (a) the nature and seriousness of the violation;

   (b) corrective action, if any, taken by the permittee;

   (c) prior violation(s), if any, by the permittee;

   (d) the likelihood of recurrence;

(e) all circumstances surrounding the violation;

(f) whether the violation was willful;

(g) the number of previous permitted UAS flights held by the permittee;

(h) the number of previous violations by the permittee; and

(i) previous sanctions, if any, imposed against the permittee.

5. The Town Manager Designee~~Assistant Town Manager~~ shall have the authority to summarily suspend a permit during a proposed UAS flight if its appears to the Town Manager Designee~~Assistant Town Manager~~ that a permittee has violated one or more of the terms and conditions of a permit or any applicable law and, based upon the available information, the Town Manager Designee~~Assistant Town Manager~~, in consultation with the Police Chief, reasonably determines that such violation results in an immediate threat to the public health, safety and welfare. No appeal is allowed from a summary suspension of a permit issued by the Town Manager Designee~~Assistant Town Manager~~ pursuant to this Section 5.

6. If the Town Manager Designee~~Assistant Town Manager~~ suspends a permit, except for a summary suspension pursuant to Section 5 of this Section W, or revokes a permit, the permittee may appeal the suspension or revocation to the Town Manager in accordance with Chapter 19 of Title 1 of this Code. The burden of proof in such an appeal is on the permittee. The Town Manager shall render a decision on an appeal within 5 business days after the conclusion of the hearing. If the Town Manager finds by a preponderance of the evidence that the Town Manager Designee~~Assistant Town Manager~~ acted correctly in suspending or revoking the permit, the Town Manager shall uphold the Town Manager Designee~~Assistant Town Manager~~'s order of suspension or revocation. If the Town Manager finds by a preponderance of the evidence that the Town Manager Designee~~Assistant Town Manager~~ acted improperly in suspending or revoking the permit, the appeal shall be sustained, and the Town Manager Designee~~Assistant Town Manager~~'s order of suspension or revocation shall be set aside. Any decision made by the Town Manager pursuant to this Section (W)(6) shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The permittee's failure to timely appeal the decision is a waiver the permittee's right to contest the denial or conditional approval of the application.

7. No fee previously paid by a permittee in connection with the application shall be refunded if such permit is suspended or revoked.

X. **Penalties; Injunctive Relief.**

1. It is a misdemeanor offense for any person to violate any provision of these Regulations. Any person convicted of having violated any provision of these Regulations shall be punished as set forth in Title 1, Chapter 4 of this Code.

2. Launch, flying, landing, or otherwise conducting a UAS flight without a valid permit issued pursuant to these Regulations may be enjoined by the Town in an action brought in a court of competent jurisdiction, including, but not limited to, the Town's municipal court pursuant to Section 1-8-10 of this Code.

Dated: ~~March 28, 2018~~May 13, 2025

_____

~~Rick G. Holman~~Shannon B. Haynes, Town Manager

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Amelia Brackett, Planner III
Date: 5/7/25 (for 5/13/25)
Subject: Runway Master Plan, PL2-2025-0034

Town Council Goals (Check all that apply)

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

Summary
A Town Project for 148 new for-sale workforce housing units at 51 Fraction Road.

Background
This development would complete the buildout of the Block 11 area, as described in the Block 11 Master Plan. Since there is an existing Master Plan in place for this property, this proposal is for a Master Plan Amendment. It maintains the use and overall vision of the 2007 Master Plan. This project was brought before the Planning Commission on March 18, 2025 for a Work Session. The Commission reviewed a new draft of the project at a Town Project Hearing on April 15, 2025 and recommended approval six to one (6-1).

Public outreach/engagement
Public notice was completed for the project for each Planning Commission and Town Council Hearing in accordance with the code requirements.

Financial Implications
Council is reviewing a budget for this project concurrent with the Master Plan Amendment.

Equity Lens
Related to the Town's Equity Blueprint and corresponding Equity Lens, the development of workforce housing enables a greater number of local workers throughout all income brackets and backgrounds to reside within the Town.

Staff Recommendation
Staff and Planning Commission recommend approval of the Runway Master Plan with the attached Findings and Conditions of Approval.

Town Council Staff Report

Subject: Runway Master Plan, Town Project Hearing (Town Project; PL-2025-0034)

Proposal: The Runway Master Plan, an amendment to the Block 11 Master Plan, proposes a new for-sale workforce housing development located in Planning Area-A (PA-A). The Master Plan proposes 148 workforce housing units, including a mix of single-family and cottage units, duplex units, and townhome units. The Planning Area-B (PA-B) of the tract will remain allocated to governmental uses, such as open space, recreation, public works storage, and snow storage.

Project Manager: Amelia Brackett, Planner III

Date: May 2, 2025 (for meeting on May 13, 2025)

Applicant/Owner: Town of Breckenridge
Norris Design
Neighborhood Crafters, LLC

Address: 51 Fraction Road

Legal Description: Tract A Fraction Subdivision

Site Area:

PA-A	23.82 acres
PA-B	1.40 acres
Total	**25.22 acres**

Land Use District: LUD 31: Allows for employee housing on land that was formerly Block 11 of the Breckenridge Airport Subdivision at up to 20 units per acre (UPA).

Site Conditions: The property is entirely owned by the Town of Breckenridge and currently hosts snow storage, unpaved skier parking, and the Runway Sledding Hill.

Adjacent Uses:

North:	Town-owned employee housing
East:	Blue River and Highway 9
South:	Upper Blue Elementary School
West:	Commercial and light industrial

Item History

This development would complete the buildout of the Block 11 area, as described in the Block 11 Master Plan. The 2007 Master Plan envisioned a mix of housing types with a projected total of 400 units. 191 of the units have been completed in the neighborhoods of Moose Landing, Blue 52, COTO Flats, Ullr Apartments, Denison Commons, and the Valley Brook Neighborhood. With the proposed addition of approximately 148 units, the Runway development would bring the total number of units up to 339, which is below the maximum projected density of the 2007 Master Plan. Since there is an existing Master Plan for this property, this proposal is for a Master Plan Amendment. It maintains the use and overall vision of the 2007 Master Plan.

The Runway Master Plan divides the Runway area into Planning Areas A and B (PA-A & B). This two-part division reflects the methodology for the most recent Town employee housing project, Stables Village, and allows the Town to continue to use part of this parcel for snow storage and other government uses as needed.

This proposal incorporates feedback from several Town Council Work Sessions, at which staff received direction to prioritize net-zero energy development, target the 80-110% AMI range (subject to change based on potential future fluctuations in AMI), provide trail connectivity and parking within the development, and feature a variety of unit types. Council also supported the density and mix of units that is proposed in this draft Master Plan at the December 10, 2024 Town Council work session. In addition, this proposal incorporates recommendations from a Planning Commission Work Sesson on March 18, 2025, and Planning Commission Town Project Hearing on April 15, 2025, which included discussions on density, design standards, and point analysis, among other topics. The Planning Commission recommended that Town Council approve the Runway Master Plan with a vote of six to one (6-1).

Staff Review

Since no proposed changes in use or new developments are proposed for PA-B, this review will only cover PA-A, which includes the workforce housing.

For this Town Project Hearing, staff has reviewed the proposal against all applicable policies of the Development Code. After approval of the Master Plan Amendment, the development will go through more review phases, including subdivision, infrastructure, landscaping, snow storage, Class D Major development permits, and building permits. Based on previous experiences with Town employee housing projects of this scale, staff and the Norris design team drafted the Master Plan to capture key details about use, housing unit mix, density, etc. and other variations from the Town Code (such as the refuse plan) while allowing some flexibility for other, interdependent details (such as architectural design, snow storage, landscaping, and rights-of-way) to be solidified at later stages of the permitting process.

Land Use Guidelines (2/A & 2/R): LUD 31 allows employee housing within the former Block 11 area at up to 20 UPA.

Density (3/A & 3R): Land Use District 31 and the existing Master Plan allow for employee housing at up to 20 units per acre (UPA). This Master Plan amendment does not propose to change the allowed maximum density. The total acreage for PA-A is 23.82 acres, making the total amount of allowed density approximately 476 units or 762,240 sq. ft. The illustrative plan shows 148 units plus 44 optional ADUs for a unit count of 192. The exact unit count may change after approval of the Master Plan based on site layout needs in subsequent permitting stages. However, the 20 UPA maximum would continue to dictate how much density could be developed within the Master Plan area. In addition, there is text in the Plan requiring a minimum of 145 units on PA-A when fully built out, which helps ensure that the goal of providing affordable homes and a mix of unit types is met. The Town has committed to transferring the required workforce density to account for the Runway Master Plan from density existing on other properties owned by the Town. This is in accordance with previous workforce housing projects on Block 11 (e.g., Blue 52, Ullr Flats), where the Town transferred the density to those housing project sites.

The Master Plan additionally sets square footage maximums for each unit type that will be slightly higher than what will be built to allow homeowners to make small remodels or additions to their homes over time. In addition, the Master Plan allows single-family and duplex units to have storage sheds up to 100 square feet that would not be habitable and would not count against density.

Staff has analyzed the proposed estimated density onsite, based on the anticipated unit mix, and estimates that it is approximately 413,000 sq. ft. (10.84 UPA), which is below the allowed density of 20 UPA. Staff and the Commission have no concerns.

Architectural Compatibility (5/A & 5/R): The proposed language governing architecture in the Master Plan was drafted with the following intentions. First, to provide clear direction that design decisions will prioritize sustainability considerations, such as the orientation of solar panels vis-à-vis roof design. Second, to allow the structures to be built with 100% non-natural materials, which allows for lower construction costs and therefore sale prices, as well as increased durability. Including this language at the Master Plan stage allows the project to take negative points for non-natural materials without having every structure take points on individual permits. Finally, the proposed language does not specify detailed design intentions, leaving future design review to be governed by the Architectural Compatibility language in 5/A and 5/R.

After Master Plan approval, all structures will be reviewed for Development Code compliance, which includes architectural compatibility review, through the administrative Class D-Major development review process.

For use of 100% non-natural materials, and the Commission have assessed negative six (-6) points for the project under Policy 5/R A.

<u>Recent multi-unit housing developments that also received negative six (-6) points under for the use of non-natural materials:</u>
2023 – Stables Village Master Plan, for the use of 100% non-natural materials.
2022 – CMC Student Housing Phase 2, for extensive use of fiber cement siding and limited use of natural materials.
2022 – CMC Student Housing, for extensive use of fiber cement siding and limited use of natural materials.
2022 – Alta Verde II, for no natural materials.
2021 – Alta Verde II, for no natural materials.
2018 – Dennison Placer Apartments, for no natural materials.

Building Height (6/A &6/R): A height limitation of 35 ft. is established in LUD 31 and is not proposed to be changed by this Master Plan. Staff and the Commission have no concerns.

Site and Environmental Design (7/R): This site has been heavily disturbed from grading and is currently used for skier parking, snow storage, and as a sledding hill. The project will have minimal site disturbance, given the relatively flat grade of the existing site. During the infrastructure permit phase, there may be some over-excavation, as well as construction of detention ponds (not shown on site plan). There are no retaining walls proposed at this Master Plan review.

Placement of Structures (9/A & 9/R): The Master Plan dictates setbacks. While the distances are the same for all unit types (see table below), the point from which they are measured varies. Front setbacks for single-family and duplex units are taken from the right-of-way or adjacent open space and rear setbacks for

those units are from the alley. Townhome setbacks are taken from the PA-A boundary. The proposal uses the PA-A boundary for townhomes to allow for flexibility in placing the townhomes, which staff believes is advantageous given the diversity of lot shapes and orientations across the townhome sites. There is language in the Master Plan stating that front setbacks in groups of units should align, which helps ensure that the more flexible townhome placement standards would not result in staggered front setbacks.

Per Town Code 9-1-19-9R Section D.2.d., perimeter boundaries for residential developments may be used to meet the requirements of 9/A. While the Master Plan does not use perimeter boundaries to establish required setbacks within the development for the majority of the units, the proposal meets the required residential setbacks for all unit types established in 9/A when measured from the perimeter boundary.

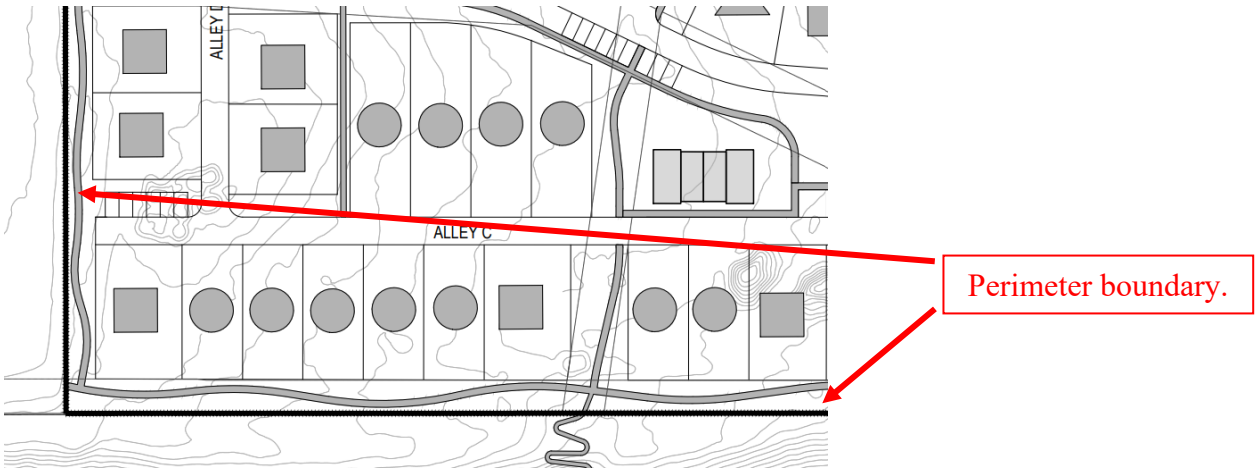

Figure 1. Excerpt of site plan showing perimeter boundary, which is shown as a solid black line on the site plan.

Using the PA-A boundary for townhome setbacks incurs negative points under Policy 9/R in one location on the Master Plan where a townhome is proposed at 13 ft. from the boundary where 15 ft. is the recommended setback under 9/R. Proposals where one relative setback requirement is not met incur negative three (-3) points.

Staff and the Commission recommend assigning negative three (-3) points under 9/R for one setback under the 15 ft. relative requirement. The proposed setback meets the absolute requirement of 10 ft. for rear setbacks under 9/A.

3. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS TABLE				
UNIT TYPE	COTTAGE	DUPLEX	TOWNHOME	SINGLE FAMILY UNITS
SETBACKS FOR ALL STRUCTURES				
FRONT	5'	5'	5'	5'
SIDE	7'-6"	7'-6"	7'-6"	7'-6"
REAR	10'	10'	10'	10'
MAXIMUM HEIGHT				
MEASURED PER NOTE 5	35'	35'	35'	35'
MAXIMUM ALLOWED DENSITY (TOTAL SQUARE FOOTAGE OF ABOVE AND BELOW GRADE AREAS WITH GREATER THAN 5' HEAD HEIGHT INCLUDING GARAGE AND MECHANICAL SPACES)				
DENSITY PER UNIT TYPE (SFE)	2,400 SF	2,000 SF	VARIES, PER FINAL CONDO PLAT, SEE NOTES	3 BEDROOM: 3,000 SF 4 BEDROOM: 3,200 SF
PARKING REQUIREMENTS				
BEDROOM QUANTITY	2 OR 3 BEDROOM	4 BEDROOM	3 BED + ADU OPTION	4 BED + ADU OPTION
SPACES PROVIDED PER CHAPTER 3 OF THE TOWN CODE, REFERENCE EXHIBIT A	2	3	3	4

DEVELOPMENT STANDARDS TABLE NOTES:

1. FRONT PORCHES AND AT GRADE PATIOS FOR TOWNHOMES AND DUPLEXES MUST BE SEPARATED FROM ONE ANOTHER BY A MINIMUM OF THREE (3) FEET OF SEPARATION.
2. SINGLE FAMILY AND DUPLEX UNITS ARE ALLOWED TO HAVE ONE EXTERIOR SHED, WHICH MUST MEET SETBACKS AND ARCHITECTURAL STANDARDS. SHEDS ARE NOT ALLOWED IN FRONT YARD SETBACKS. SHEDS DO NOT COUNT AGAINST THE DENSITY LIMITATIONS AS NOTED IN THE PLANNING AREA TABLE.
3. ROOF OVERHANGS MAY EXTEND UP TO 24" INTO SETBACK.
4. ALLEY LOADED UNITS FRONT A PRIVATE DRIVE AND ARE NOT SUBJECT TO THE 23' SETBACK REQUIRED BY TOWN OF BRECKENRIDGE CODE SECTION 9-2-4-5.
5. BUILDING HEIGHT MEASUREMENT SHALL BE TO THE HIGHEST POINT OF A FLAT, SHED, OR MANSARD ROOF OR TO THE MEAN ELEVATION OF A GABLE OR HIP ROOF.
6. FRONT SETBACK FOR SINGLE FAMILY AND DUPLEX UNITS SHALL BE FROM A ROW OR OPEN SPACE. REAR SETBACK FOR SINGLE FAMILY AND DUPLEX SHALL BE FROM AN ALLEY.
7. WHERE FRONT AND SIDE YARDS ABUT, BOTH SETBACKS SHALL BE 7'-6".
8. FRONT SETBACK FOR TOWNHOME UNITS SHALL BE FROM THE ALLEY. REAR SETBACK FOR TOWNHOMES SHALL BE FROM PA-A BOUNDARY.
9. TOWNHOMES ARE ALLOWED UP TO A 100 SQUARE FEET ADDITION PER UNIT.

Figure 2. Development standards from page 1 of the Runway Master Plan Amendment.

Snow Storage (13/A & 13/R): Snow storage for Floradora Drive will be in PA-B. All other snow storage for the development (PA-A) will be located on site. The square footage of snow storage proposed meets the required 25% in the Code, as shown in the attached snow storage exhibit. However, the snow storage locations shown in the exhibit are illustrative only. Final locations for snow storage will be reviewed in tandem with the infrastructure and landscaping permits, to ensure that the requirements for rights-of-way, landscaping, and snow storage do not conflict.

Refuse and Recycling (15/A & 15/R): Duplex and single-family lots will have individual trash and recycling service. Townhomes will use common trash enclosures. The Master Plan's conceptual exhibit shows five (5) common trash enclosures located adjacent to the townhome buildings. Additionally, the nearby recycling facility on Coyne Valley Road is less than a mile north of this development and currently provides compost and recycling drop-off.

Policy 15/A requires that developments with greater than three (3) duplex buildings provide common refuse areas for the duplexes, which differs from what is proposed. This development contains more than three (3) duplex buildings, but staff is proposing that the duplex units have individual trash and recycling service. The duplexes are not concentrated in a single area. Instead, they are spread throughout the site to provide integration of, and variation between, the different housing types, and they are interspersed along trash pickup routes for single-family residences. This dispersion makes it easier to provide individual service to the duplexes along the single-family routes. In addition, duplex and single-family units have garages, which

can provide storage of individual bins outside of pick-up times. Staff also has some concerns that a higher number of common refuse areas, especially when distributed across the development, would become general dumping areas used by residents in all unit types. Sustainability staff reviewed the proposal and supported the plan. Given the low impact of having individual refuse pickup at the duplex units and the potential issues in having more dumpsters and potential for contamination of recycling, staff and the Commission recommend support of the language specifying that duplexes have individual service. The proposal meets Code requirements for refuse service at townhomes and single-family units.

Access and Circulation (16/A & 16/R) (17/A): The site is accessed from the existing Fraction Road on the west side and Floradora Drive on the north side, both of which will have sidewalks. A third access point, located south of Fraction Road and connecting the site to Airport Road, will be improved with this master plan. Floradora Drive is designed to be curvilinear from north to south. This design, along with multiple other traffic calming measures, is meant to promote reduced speeds. There are alleys throughout the site that provide vehicular access for the units. Bike and pedestrian access throughout the site is provided via a system of unpaved paths that are not proposed to be maintained during the winter. Alleys and the sidewalks along Floradora will be paved and plowed, providing winter pedestrian access to the residences. Staff and the Commission have no concerns related to the proposed circulation.

Parking (18/A & 18/R): The proposal includes two (2) spaces for two- and three-bedroom units, three (3) spaces for four-bedroom units, three (3) spaces for three-bedroom units with ADUs, and four (4) spaces for four-bedroom units with ADUs. These numbers meet the required parking counts under Chapter 3, *Off Street Parking*, of the Town Code, where two (2) spaces are required for single-family units up to three (3) bedrooms, with an additional space per bedroom as relevant; two (2) spaces are required per duplex or townhome unit; and one (1) space is required per ADU. Additional guest parking is located in eight locations, notated in the attached snow storage and parking exhibit in red.

Recreation (20/R): The Runway site design includes connectivity to nearby trails and amenities and provides internal recreational amenities.

Trail connections to the Blue River and the Rec Path are provided at three (3) points on the east side of the development. In addition, there is a trail on the development that follows the eastern boundary of the property. These improvements help connect the development to the main recreation opportunities in this part of Town. Trail and street connections throughout the site also connect residents to the elementary school to the south, commercial activities on Airport Road, and the Blue River pump track and playground to the north.

The open area in the center of the development will also include communal elements for residents' use.

Staff and the Commission recommend assigning positive three (+3) points under 20/R for these improvements. Positive three (+3) points have typically been awarded to trails and park spaces, while positive six (+6) points have been awarded to major public recreational buildings and lift systems.

<u>Recent projects that have also received positive three (+3) points for contributions to recreation:</u>
2023 – Stables Village Master Plan, for providing bike and pedestrian access to trails and resident access to the nearby bike park.
2021 – BGV Gondola Lot Master Plan, for providing a public park.
2021 – Hotel Breckenridge, for dedicating a public trail easement.
2021 – Breck Central Market, for recreation path easement.

Open Space (21/R): The Master Plan allocates 33.5% of the planned area as open space, meeting the requirement of 30% in Policy 21/R. Staff and the Commission have no concerns.

Landscaping (22/A & 22/R): Landscaping for this development is subject to Policy 22/A, which dictates buffering, wildfire mitigation, coverage, and sizing for adequate landscaping throughout the site. All landscaping, including common areas and individual residential sites, will be reviewed through future administrative permits that combine snow storage and landscaping review to ensure that the plans for these different uses do not conflict. Future landscaping will enhance the buffering in the area because the site is currently devoid of trees or significant vegetation.

Social Community (24/R): This Master Plan fulfills a large community need identified by the Town Council: the provision of additional for-sale workforce housing units. Positive points are awarded under this policy for a development comprised of 100% deed-restricted employee units. All 148 units will be deed-restricted for-sale units, and many will be offered for sale to qualified individuals earning between 80% and 160% of the area median income (AMI), which may be adjusted based on any future changes to AMI. This qualifies the project for ten positive (+10) points.

The project also meets a specific Council goal from 2025 and qualifies for an additional six positive (+6) points under section B. of Relative Policy 24, where projects that are identified to meet a Town Council Goal of the past three years are eligible for additional positive points. The 2025 Town Council Goals include a desire that, *"47% of the Breckenridge workforce lives in Town and there is a diversity of housing types and prices for locals (sufficient to preserve the sense of community and support the local economy)"and to "build out employee housing and rental units/programs."*

<u>Recent housing projects that have also received positive six (+6) points for meeting a Council goal:</u>
2023 – Stables Village.
2022 – Justice Center Housing.
2022 – Alta Verde II Workforce Housing.
2021 – Alta Verde Workforce Housing.

Infrastructure (26/A & 26/R): The development will be accessed via Fraction Road to the west and Floradora Drive to the north, with the majority of the homes taking access from a series of alleys. As part of this development, the Fraction Road connection will be improved and the Floradora extension will match the existing dimensions. Engineering and housing staff are currently working on civil drawings to establish the distances for rights-of-way along the main road (Floradora) and the alleys. These dimensions will be provided as part of the infrastructure permit and subdivision process following Master Plan approval.

Subdivision (35/A) & Subdivision Standard 9-2-4-5: Lot Dimensions, Improvements and Configuration: This Standard requires Disturbance Envelopes for all lots at the time of Subdivision but makes an exception for building footprint lots if they are specifically authorized in an approved Master Plan. This Master Plan proposes modified building footprint lots, which would provide enough space for the footprint of the building as well as some flexibility for placement of structures and future small additions or changes to the structures.

Fences, Gates, and Gateway Entrance Monuments (47/A): Fencing yards outside of the historic district is not allowed unless authorized in a vested master plan. The Master Plan proposes that timber-rail fences be allowed on single-family and duplex lots. Fences would not be allowed in front yards. These fences

would be an option for homeowners to provide functional barriers for pets and children while being low and sufficiently open enough to maintain the open alpine character of the community.

A six-foot (6') privacy fence would be allowed per the Master Plan around PA-B for screening the snow storage/government use area.

Point Analysis (Section: 9-1-17-3): Staff and the Commission find that the proposed Master Plan meets all Absolute Policies in the Development Code except for Policy 15/A related to refuse and recycling. A summary of the preliminary point analysis is below.

Positive Points

Policy 20R Recreation: Positive three points (+3) for trail connections and recreational amenities.
Policy 24A Social Community: Positive ten points (+10) for a 100% deed-restricted employee housing development.
Policy 24R Social Community: Positive six points (+6) for meeting a Town Council goal.
Total: Positive nineteen (+19) points

Negative Points:

Policy 5R Architectural Compatibility: Negative six (-6) points for the proposed use of 100% non-natural exterior materials.
Policy 9/R Placement of Structures: Negative three (-3) points for a setback of 13 ft. where 15 ft. is recommended.
Total: Negative six (-9) points

Total: Passing point analysis of +10.

Runway Density Considerations

As Council is aware, the Town has transferred density to account for any new density associated with Town workforce housing projects. The Town has also volunteered to transfer density to private workforce housing developments, as an incentive to achieve more workforce housing units. The density transfers are consistent with policies in the Joint Upper Blue Master Plan that require the Town and County to account for density created for workforce housing units.

The attached table shows the density the Town holds on various Town owned properties. The table takes into account all previous density transfers that occurred for workforce housing projects on Block 11, McCain, and elsewhere. As the attached table indicates, there are about 370 units of residential density remaining on properties owned by the Town.

Per the Findings and Conditions of the Runway Master Plan, the Town will be committed to transferring about 148 units of density to the Runway project. This unit number may differ slightly in the final count, depending on how many townhome units are constructed (there is an equivalent density number that depends on the square footage of townhome units).

Since the adoption of the update to the Joint Upper Blue Master Plan in 2011, the Town has transferred approximately 268 SFEs of its density to different workforce housing projects. These projects include Vista Verde I and II, Ullr Apartments, Blue 52, Denison Commons, Valley Brook, and Stables Village.

The Town is obligated by the BGV Development Agreement to transfer 13.9 SFEs of density to Parcel 2 (North Gold Rush Lot) for the workforce housing planned there. There is also an obligation of the Town in the Miller Braddock Annexation Agreement to transfer up to 100 SFEs for the deed restricted units within that development. That is the extent of the outstanding obligations to private developments that staff is aware of. Given these obligations, staff has provided the following table to illustrate the projected density demand of workforce housing units:

Project Name	Projected Needed Density (in SFEs)
Runway	148
Miller Braddock Annexation	100
BGV Parcel 2	13.9
Total Density Needed	**261.9**

Figure 3. Table showing total projected needed density for workforce housing based on three outstanding projects.

After the above obligations have been transferred, given the 370 units of density currently held by the Town, it leaves about 109 units of density available for other workforce projects.

Planning Commission Recommendation

Staff and the Commission find that the proposed Master Plan meets all Absolute Policies in the Development Code except the requirement that developments of greater than three duplexes have communal refuse collection. The Planning Commission voted six to one (6-1) to recommend that the Town Council approve the Runway Master Plan with the point analysis listed above and the attached Findings and Conditions of Approval.

Suggested motion: "*I move that the Town Council approve the Runway Master Plan, PL-2025-0034, located at 51 Fraction Rd, with a passing point analysis of positive ten (+10) points under the Development Code's Relative Policies and meeting all Absolute Policies, except 9-1-19-15A Refuse and Recycling, with the attached Findings and Conditions of Approval.*"

	Town Project Hearing Impact Analysis			
Project:	Runway Master Plan Town Project	Positive	Points	+19
PL:	PL-2025-0034		>0	
Date:	5/13/2025	Negative	Points	- 9
Staff:	Amelia Brackett, Planner III		<0	
		Total	Allocation:	**+10**
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	**Points**	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)	**Complies**	Workforce housing up to 20 UPA allowed.
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	**- 6**	The Master Plan proposes the use of natural-appearing synthetic materials and up to 100 percent non-natural exterior materials on exterior facades. Non-natural siding, such as composite wood, on 100 percent of any façade warrants negative six (-6) points.
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District		**Complies**	
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)	**- 3**	Negative three for one townhome not meeting one setback (providing 13 ft. where 15 ft. is required). 10 ft. is the absolute requirement.
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)	**Complies**	
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)	**Complies**	Townhomes to provide greater than 5% of density to dedicated storage, which will be reviewed at building permit stage.
15/A	Refuse	Complies		

15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)	**Does Not Comply**	Duplexes will have individual refuse service due to their placement mixed with single-family units.
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies	**Complies**	Proposal meets requirements by providing spaces on single-family and duplex sites and in nearby parking rows for townhomes. Proposed guest parking is in addition to the parking requirements for the units.
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)	**+3**	Staff recommends positive three (+3) points for the provision of a trail developments that connect residents to the river, school, and parks nearby and for communal park amenities.
21/R	Open Space - Private Open Space	3x(-2/+2)	**Complies**	Required: 30% of site Proposed: 33.5% of site (does not include yards)
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		Landscaping will be reviewed at a future permitting stage to allow coordination with infrastructure and snowmelt needs and will be subject to Town Code requirements.
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)	**+10**	100% of project density will be deed restricted employee housing.
24/R	Social Community - Community Need	3x(0/+2)	**+6**	Meets 2024 Council Goal.
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)	**Complies**	
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		

31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation			
	New Structures; Percent Energy Saved Beyond Adopted Residential Energy Code Standard			
33/R	Obtaining a HERS index	+1		
33/R	20-39%	+2		
33/R	40-59%	+3		
33/R	60-79%	+4		
33/R	80-99%	+5		
33/R	100%+	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
33/R	10 or more additional EV Capable spaces over the required minimum as determined in the IECC.	1		
33/R	Three (3) additional EVSE Installed parking spaces over the required minimum as determined in the IECC.	+3		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies	**Complies**	Allowance for timber-rail fences on single-family and duplex lots. These fences will not be allowed to project in front of the front façade of a residence. Allowance for a privacy fence on site area PA-B to sheild the neighborhood from public works activities.

48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

TOWN OF BRECKENRIDGE

Runway Master Plan
Tract A, Fraction Subdivision
51 Fraction Road
PL-2025-0034

FINDINGS

1. This project is a "Town Project" as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.

2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.

3. The Planning Commission reviewed and considered this Town Project at a work session on March 18, 2025. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on April 15, 2025, notice of which was published on the Town's website for at least five (5) days prior to the hearing as required by Section 9-14-4B of the Breckenridge Town Code. In addition to posting on the Town's website, notice of the Planning Commission's public hearing on a proposed town project shall be given in the same manner as is required for a final hearing on a Class A development permit application pursuant to chapter 1 of this title. Failure of a person to receive the notice described in this section shall not impair the validity of the Planning Commission's public hearing on a proposed town project, or the Planning Commission's recommendation to the Town Council with respect to such proposed town project. Because the process of reviewing and approving a town project is discretionary and administrative, and not quasi-judicial, any member of the Town Council may properly attend the Planning Commission's public hearing(s) and deliberations with respect to a proposed town project. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.

4. The Town Council's final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on May 13, 2025. This Town Project was listed on the Town Council's agenda for the May 13, 2025 meeting, that was posted in advance of the meeting on the Town's website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.

5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town's Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).

6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.

7. Per Town Code Section 9-14-2 *Town Council Authority Over Town Projects*, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapter**s** 1**,** 3 and 12 of this title

and the town of Breckenridge land use guidelines do not apply to town projects, but town projects shall be processed instead in accordance with the provisions of this chapter.

8. **This project has been found to meet all Absolute Policies of Title 9 of the Development Code, except 9-1-19-15A Refuse and Recycling. The Planning Commission finds that the design of the Runway Neighborhood, having duplexes and single-family units interspersed throughout, and implementation of the newly imposed pay-as-you-throw Town Ordinance, are better suited to allowing individual unit refuse pick-up rather than a shared dumpster enclosure for duplex units as required in this policy.**

9. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.

10. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.

11. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.

2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.

3. This permit expires three (3) years from date of issuance, on **May 13, 2028**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.

4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.

5. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.

6. **Applicant shall not commence site grading and utility improvements on site until the required Subdivision Permit and Infrastructure Permit have been issued.**

7. **Applicant shall not commence construction of any structure on site until a Development Permit and Building Permit have been issued by the Town's Community Development Department.**

8. **Prior to any individual dwelling unit within the Master Plan area receiving a Certificate of Occupancy, a covenant, declaring the unit as deed restricted workforce housing in perpetuity, shall be recorded with the Summit County Clerk and Recorder.**

9. **The Town will transfer density for each unit through a Density Transfer Covenant prior to issuing Certificates of Occupancy.**

Town Owned Remaining Density Within Town Boundaries (5/14/24)										
LOCATION	**LEGAL DESCRIPTION**	**PPI NUMBER**	**ACRES**	**BUILT (Y/N)**	**LUD**	**Allowed Per LUD**	**Commercial SFES Remaining**	**Residential SFEs remaining**	**COMMENTS**	**Additional Notes**
Parking Lots										
Ice Rink	Blk 2 Rodeo Grounds Sub	2371-0610-05-002	23.22	Y	28	R: 10 UPA C: 1:1 FAR	0	26.33	Ice Rink, Rotary Snowplow Park (232 SFEs permitted/44.73 built)--LUD allows residential/lodging. Total of 161.09 SFEs have been extinguished for several workforce housing projects.	44.73 SFEs are built on the property. 63.02 SFEs were extinguished from the property in 2022 to account for density transferred to Alta Verde I and the Block 11 Net Zero Apartments. 98.07 SFEs extinguished on 5/14/24 to account for density associated with Vista Verde II apartments.
F Lot and Tiger Dredge Lot	Tract F Four Seasons Village Sub #2 (aka pt of Lot 85)	2211-3133-10-004	7.25	N	23	R: 20 UPA C: 1:3 FAR	0	136.77	22.44 SFEs are attributable to the Riverwalk Center. In 2017, there was a 243 square foot dumpster enclosure built.	62.23 SFEs were extinguished in August, 2024 to account for the density built at the Stables Village workforce housing project. Size is per Plat and County. Previous spreadsheet said 6.51
Wellington Lot	Lot 71,72,73,74 Bartlett and Shock Sub	2211-3132-08-006	0.45	N	19	R: 20 UPA C: 1:3 FAR	19.6	9	Wellington Parking Lot - Commercial SFEs	Previous sheet had 19 SFEs remaining.
Courthouse Lot	Lot 37 Bartlett and Shock Sub w 1/2 Lot 37 and 39	2211-3131-19-003	0.14	N	18.2	R: 20 UPA C: 1:1 FAR	6.09	2.8	Courthouse Parking Lot-Town half	
East Sawmill Lot	Lot 2a, 2b Sawmill Station Square Sub #3 Amended and Shock Sub 86-90	2211-3132-07-005	1.09	N	19	R: 20 UPA C: 1:1 FAR	47.48	21.8	East Sawmill Parking Lot	
Ice House Lot	Lot 106 - 113 and 118, 119 Bartlett and Shock sub lka part Lot 106	2211-3133-01-004	0.92	N	19	R: 20 UPA C: 1:1 FAR	40.25	18.48	Ice House Parking lot and alley to Blue River plaza	
Exchange Parking Lot	Lot 23 Bartlett and Shock Sub plus Lot 3 Blk 12 Abbetts lka Lots 24 and 24a also Lots 1 and 2 Addition a resub of Lots 23 and 24 Bartlett and Shock plus Lots 1-4 Blk 12 abbetts addition	2211-3134-08-001	0.46	Y (?)	18.2	R: 20 UPA C: 1:1 FAR	20.03	9.2	Exchange Parking structure	

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFEs remaining	COMMENTS	Additional Notes
Tonopah Lot	Lot 10, 11, 12, 13, 14, 15, 16 Blk 15 Abbetts Addition Sub	2371-0621-23-001	0.48	N	18.2	R: 20 UPA C: 1:1 FAR	20.9	9.6	La Cima/Tonopaha Parking lot	
Klack Placer parking lot	Lot 9-16 Blk 7 Abbetts Addition Sub	2371-0621-31-001	0.57	N	17	R: 10 UPA C: 1:1 FAR	0	6.27		
Other Town Properties										
Arts District	Arts District, Lot 1	2211-3134-58-001	0.229	Y	18-2	R: 20 UPA C: 1:1 FAR	3.74	-0.615	6,234 square feet of buildings per permit	
Arts District	Arts Distrcit, Lot 2	2211-3134-58-002	0.668	Y	18-2	R: 20 UPA C: 1:1 FAR	21.5	7.033	7,592 square feet of buildings per County	
Iowa Hill Lot 1	Iowa Hill Lots 1		26.73	N	1 and 31	R: 10 UPA C: 1:1 FAR	38.35	0	Density per annexation agreement, adjusted according to LU-31 rezoning.	
Iowa Hill Lot 3			8.41							
Riverfront area adjacent to F Lot	Pt of Lot 39 Four Seasons Village Sub #2	2371-0622-03-002	0.72	N	23	R: 20 UPA C: 1:3 FAR	10.45	26.3	Allows both residential and commercial numbers to be used.	
McCain Property	McCain (Mining Claim)	2211-1920-00-007	128.00	N	43	R: 10 UPA C: 1:1 FAR	0	0	6.39 SFEs extinguished and transferred to the Pinewood II housing site in July, 2013	Water Treatment plant - govermental use - no density required
Pinewood Village	Lot 5 Blk 1 Parkway Center Sub Amended #1	2211-3120-02-004	4.10	Y	9.2	R: 10 UPA	0	34	76 SFEs allowed per Master Plan, 42 used for Pinewood Village (74 units)	
Prospector Park	Lot 52 and 53 Bartlett & Shock Sub	2211-3132-08-030	0.313	N	19	R: 20 UPA C: 1:1 FAR	0	0	2.0 SFEs were extinguished in January, 2015 and transferred to affordable housing at Maggie Point. 4.3 SFEs transferred to Denison Placer (Blue 52) in 11/2017.	

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFEs remaining	COMMENTS	Additional Notes
Edwin Carter Museum Property	Tracts 17A and 17B Abbetts Addition Adjustment 1143532 (Resub Tracts 17 and 18 Abbets Addition Unsubdivided)	2211-3131-00-025 and 2211-3131-00-026	0.6575	Y (1890)	18.2	R: 20 UPA C: 1:1 FAR	0	0	Carter Museum. Nine units of density exinguished on property in April, 2012 and transferred to Valley Brook housing project. The four remaining SFEs were transferred to Denison Placer (Blue 52) in 2017	
Gaymon/BHA Cabin	Lot 5 Snider Addition Resub of Lot 5 and 6	2211-3132-01-003	0.430	Y	11	R: 12 UPA C: 1:3 FAR	5.26	4.32	Gaymon Cabin	Cabin is 756 square feet. Restrooms are 180 square feet. 936 square feet total have been added to remaining SFE
Parcels on Blue River near Riverwalk Center and Dredge Pond	In Bartlett and Shock Sub Ika a Tract in Bartlett and Shock in Stiles Addition	2211-3133-00-001	1.56	N	19, 20, 23	19: R 20 & C 1:1 20: C 1:3 23: R 20 & C 1:3	47.5	30.15	Blue River walkway, river	Long linear parcel along river: different LUDs and different densities allowed. County says 1.74 acres.
Parking/Delivery Turnaround behind CB Potts	TR 6-77 Sec 31 Qtr 3 Sqft 9816 West of Block 7 Stiles Addition	2211-3133-00-002	0.22	N	19	R: 20 UPA C: 1:1 FAR	9.58	4.4	10 W Adams - paved area and dumpster enclosure	
Blue River behind Rounds Building	Lot 8 Rounds Sub	2211-3133-23-002	0.15	N	19	R: 20 UPA C: 1:3 FAR	0	0	Parcel mostly in the river. Document in file notes that all density transferred from this property (Lot 8, Rounds Sub) to all other lots within the Rounds Subdivision.	
Blue River plaza (central portion)	Blk 8 Stiles Addition Sub Portion of Lot 8	2211-3133-58-001	0.098 (.10)	N	19	R: 20 UPA C: 1:1 FAR	4.3 (4.26)	2 (1.98)	Blue River Plaza	
Property around Main Street Mall	In Main Street Mall Condo #1 aka Lot 8 Blk 6 Stiles	2211-3133-28-007	0.15	N	19	R: 20 UPA C: 1:1 FAR	6.53	3		
Property north of Dredge Pond	Parcel B Tiger Dredge Sub	2211-3133-30-001	0.22	N	19	R: 20 UPA C: 1:1 FAR	9.58	4.4		
Property north of Dredge Pond	Parcel A Tiger Dredge Sub	2211-3133-30-002	0.18	N	19	R: 20 UPA C: 1:1 FAR	7.84	3.6		
Klack Placer and cabin	Mining Claims	2211-3134-00-001	0.59	N	17	R: 10 UPA C: 1:1 FAR	25.7	6.49		

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Allowed Per LUD	Commercial SFES Remaining	Residential SFEs remaining	COMMENTS	Additional Notes
Stillson property	Mining Claims	Tract F, Stables Villa	23.45	N	1	R: 1 Unit per 10 acres		2.35	Breckenridge stables density undetermined	
Stillson property		Tract F, Stables Villa	5.84	N	15	R: 1 Unit per 20 acres		0.71	LUD indicates preferred location for affordable housing	
Carter Park	Mining Claims	2371-0621-00-001	5.74	Y	26	R: 4 UPA	0	3.57	16.8 SFE's undeveloped on this site per property file, Carter Park. 7.96 SFEs extinguished to account for density at Denison Placer (Blue 52) in 2017. 5.27 SFEs extinguished for density at Denison apartments.	
F&D Placer/BOEC	Mining Claims	2373-0110-00-001	38.425	N	1	R: 1 Unit per 10 acres	0	3.843	Property file says: approximately 10,800 square feet of buildings exist on the property. Approximately 6,960 square feet over density.	
					TOTAL	**REMAINING**	340.38	373.80		

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Runway Master Plan
March 2025

Neighborhood Vision:

The Runway Neighborhood is a community designed for the local workforce with a focus on affordability, accessibility, connectivity, green infrastructure and sustainability. The Runway Neighborhood will take advantage of this catalytic infill site, encouraging medium density, low-impact development proximate to the Blue River, multi-modal infrastructure, including trailways as well as local and regional bus routes. With density strategically located near educational, recreational, and employment resources, this proposed Master Plan will activate the old runway parcel for intentional, strategic infill development. A key component of this plan is the creation of workforce housing on Planning Area A (PA-A), with Planning Area B (PA-B) reserved for future potential development and current governmental needs like snow storage.

The Runway Neighborhood completes the vision of the Block 11 and Valley Brook Master Plan, filling the final vacant portion of the original planning area. The proposal will meet the original intent of the Master Plan with predominantly deed-restricted employee/affordable housing as the primary use for this space alongside the Blue 52 neighborhood to the north. This proposed community will provide a mix of home types that fits the needs of the Breckenridge workforce, home types will include for-sale single-family, duplex, and townhomes. Runway Neighborhood will meet long-term goals from the Block 11 and Valley Brook Master Plan in regard to sustainability, affordability, high-quality architectural design, and respect for nature, while meeting the present needs and demands of the changing Breckenridge community. Although the proposed density will land at the lower end of the anticipated density under the Block 11 Master Plan, the Runway Neighborhood in tandem with the existing Blue 52 Neighborhood will meet the original unit target for this area.

Existing Conditions:

The Runway site is composed of approximately 25.2 acres, located on the northern end of the Town of Breckenridge, situated between Airport Rd. to the west and the Blue River to the east. The site is bordered by the Blue 52 Neighborhood to the north and the Upper Blue school to the south. The site is currently undeveloped, though largely graded, and is used for public parking by local workers and visitors, as bus service to town and the ski resort stops here.

Land Use:

Runway Neighborhood site is currently within Breckenridge Land Use District (LUD) 31. The site permits commercial, industrial, public open space, and employee/affordable housing among others. Per the standards for LUD 31, Block 11 may contain employee housing consisting of a mix of housing types with a maximum density of 20 UPA. The proposed density for the Runway Neighborhood is well beneath the permitted 20 UPA, however, the proposed unit mix and product type meets demand and the existing built form in the area.

Planning Area Table:

Planning Area	*Approximate Acreage*	*Proposed Workforce Housing Residential Units*	*Allowed Density*	*Zoning*	*Permitted Uses*
PA-A	*23.82ac*	*148 (+44 ADUs)*	*20 UPA*	*LUD 31*	*Workforce Residential: Single Family, Duplex, Townhome Open Space, Trails and Recreation, Compost, Trash and Recycling Enclosure, ADUs (1)*
PA-B	*1.4ac*	*0*	*20 UPA*	*LUD 31*	*Future Development including, but not limited to: Parks, Trails and Recreation, Workforce Residential, Ground Mounted Solar, Public Works Storage, Other Government Uses, Snow Storage*

(1) Accessory dwelling units (ADUs) may be allowed for any single-family structures, excluding the Cottages within the Runway Neighborhood and must follow Policy 51 of the Town Code. See Exhibit A for Parking.

Workforce Housing:

Runway Neighborhood is proposing to provide 148 workforce housing units with the possible addition of 44 ADUs on PA-A restricted to the local workforce with affordability rates based on the Summit County Area Median Income (AMI); these units will be provided through a mix of single-family, duplex, and townhome units, along with accessory dwelling units (ADUs). According to the 2023 Summit County Housing Needs Update, Breckenridge has a 5-year remaining need of 724 rental units, and 487 ownership units, respectively. With scarce land resources, and high construction costs, this proposal seeks to leverage a key public parcel to provide workforce housing on a catalytic site within the current town boundaries. This fulfills the community's need and the desire to keep Breckenridge a community where locals can afford to live where they work. Future development is allowed on PA-B should public works and governmental uses be relocated elsewhere.

Site Plan

Sustainability

The Runway neighborhood will prioritize sustainability in its design and its future operation. The neighborhood will target net zero and utilize durable eco-friendly building materials in its construction. The neighborhood plan for Runway is oriented to the south to facilitate solar exposure to the rooftop photovoltaic solar panels. Green infrastructure such as bioswales will be used throughout the neighborhood and as buffers from Planning Area B, Open Space and Public Works. Native and xeric plants will be used in concert with bioswales, and plantings will be thoughtfully selected to minimize water usage while creating an aesthetically beautiful neighborhood design. Importantly, the Runway Neighborhood will offer a direct connection to the area's robust multi-modal network, enabling residents to skip single-occupancy vehicles in favor of walking, biking, and transit alternatives. Both on-site and off-site, the design of the Runway Neighborhood will incentivize and emphasize sustainable planning and design.

Circulation and Access
Runway Neighborhood will be accessed from Fraction Road at the center of the property which will connect to Floradora Drive. Floradora Drive will link the neighborhood to the north and south, which will meander through the site, connecting to the Blue 52 Neighborhood to the north and Upper Blue Elementary to the south. Primary vehicular access for the homes will be taken from a series of alleyways, which will allow for front porches to line the streets and park spaces throughout the neighborhood.

A system of trails will create internal circulation for bicycles and pedestrians through the site. Several of these trails will provide east to west connectivity across the site with trails along the southern and eastern boundary of the parcel as well. A 10' wide recreation path will provide access to the Blue 52 Neighborhood and a safe route to school for students of Upper Blue Elementary. Trail and wayfinding signage will be provided to help direct users of the system, both residents and visitors alike. The internal trail and pedestrian network will also provide a future opportunity to connect to the Summit County Rec. Path system and the Blue River corridor to the east with a pedestrian bridge if funding opportunities are secured.

Landscape
Xeric, native, and low water use plantings are intended for a majority of the landscaped areas. Site grading is designed to provide gentle slopes at amenities and trails. Where necessary, boulder retaining walls are utilized to hold grade and allow for these features. Community amenities will be provided that will enhance social interaction and create spaces for residents to enjoy a healthy lifestyle and environment. Shared open spaces are located throughout the site, enabling ease of access for future residents. As mentioned, a system of trails provides internal circulation, and connection to greater regional trail amenities. The neighborhood will provide a centrally located neighborhood park, with strategically located gathering spaces, park amenities and site furnishings throughout for usage by residents and visitors. Sod, Irrigated Turf or Artificial Turf is not permitted within the neighborhood except within the central park.

Fencing
Two types of fencing shall be permitted in the community, privacy fencing and timber rail fencing, each designed to the specifications of the Master Plan. Privacy fencing will only be permitted within PA-B for screening of Public Works uses or snow storage. Timber rail fencing shall be permitted in the front, rear or side yards throughout the development, however, only one fence line will exist between structures on side yards. Timber rail fencing may be used to create an enclosed yard for private use. Side yard fencing must be set back at least 2' from the front street or alley face of the building.

Architecture:
The architectural design will facilitate the goals of creating workforce housing and a net zero neighborhood. Design choices, such as the orientation of solar panels and selction of materials, will prioritize sustainability and fire resilience. To that end, 100% non-natural materials may be used as long as they are natural-appearing and meet the material and design considerations of this section. Primary vehicular access for the homes will be taken from alleyways with front porches to line the streets and park spaces throughout the neighborhood. Where it does not conflict with other standards or design considerations, structures within the same group or area shall be oriented so that there is consistent front setback alignment with the open space, alleyway or right-of-way rather than staggered setback depths.

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Development Standards:

DEVELOPMENT STANDARDS TABLE				
UNIT TYPE	COTTAGE	DUPLEX	TOWNHOME	SINGLE FAMILY UNITS
SETBACKS FOR ALL STRUCTURES EXCEPT SHEDS				
FRONT	5'	5'	5'	5'
SIDE	7'-6"	7'-6"	7'-6"	7'-6"
REAR	10'	10'	10'	10'
MAXIMUM HEIGHT				
MEASURED PER NOTE 5	35'	35'	35'	35'
MAXIMUM ALLOWED DENSITY (TOTAL SQUARE FOOTAGE OF ABOVE AND BELOW GRADE AREAS WITH GREATER THAN 5' HEAD HEIGHT INCLUDING GARAGE AND MECHANICAL SPACES)				
DENSITY PER UNIT TYPE (SFE)	2,400 SF	2,000 SF	VARIES, PER FINAL CONDO PLAT, SEE NOTES	3 BEDROOM: 3,000 SF 4 BEDROOM: 3,200 SF
PARKING REQUIREMENTS				
BEDROOM QUANTITY	2 OR 3 BEDROOM	4 BEDROOM	3 BED + ADU OPTION	4 BED + ADU OPTION
SPACES PROVIDED PER CHAPTER 3 OF THE TOWN CODE, REFERENCE EXHIBIT A	2	3	3	4

DEVELOPMENT STANDARDS TABLE NOTES:

1. FRONT PORCHES AND AT GRADE PATIOS FOR TOWNHOMES AND DUPLEXES MUST BE SEPARATED FROM ONE ANOTHER BY A MINIMUM OF THREE (3) FEET OF SEPARATION.
2. SINGLE FAMILY AND DUPLEX UNITS ARE ALLOWED TO HAVE ONE EXTERIOR SHED, WHICH MUST MEET SETBACKS AND ARCHITECTURAL STANDARDS. SHEDS ARE NOT ALLOWED IN FRONT YARD SETBACKS. SHEDS DO NOT COUNT AGAINST THE DENSITY LIMITATIONS AS NOTED IN THE PLANNING AREA TABLE.
3. ROOF OVERHANGS MAY EXTEND UP TO 24" INTO SETBACK.
4. ALLEY LOADED UNITS FRONT A PRIVATE DRIVE AND ARE NOT SUBJECT TO THE 23' SETBACK REQUIRED BY TOWN OF BRECKENRIDGE CODE SECTION 9-2-4-5.
5. BUILDING HEIGHT MEASUREMENT SHALL BE TO THE HIGHEST POINT OF A FLAT, SHED, OR MANSARD ROOF OR TO THE MEAN ELEVATION OF A GABLE OR HIP ROOF.
6. FRONT SETBACK FOR SINGLE FAMILY AND DUPLEX UNITS SHALL BE FROM A ROW OR OPEN SPACE. REAR SETBACK FOR SINGLE FAMILY AND DUPLEX SHALL BE FROM AN ALLEY.
7. WHERE FRONT AND SIDE YARDS ABUT, BOTH SETBACKS SHALL BE 7'-6".
8. FRONT SETBACK FOR TOWNHOME UNITS SHALL BE FROM THE ALLEY. REAR SETBACK FOR TOWNHOMES SHALL BE FROM PA-A BOUNDARY.
9. TOWNHOMES ARE ALLOWED UP TO A 100 SQUARE FEET ADDITION PER UNIT.

LEGEND

SINGLE FAMILY AND DUPLEX UNITS: 103 TOTAL UNITS*

57' LOT WIDTH (21 LOTS/42 UNITS)

44' LOT WIDTH (44 LOTS/UNITS*)

48' LOT WIDTH (17 LOTS/UNITS)

*NOTE: OPTIONAL ADU UNITS ADD A MAXIMUM OF 44 ADDITIONAL UNITS TO THIS LOT TYPE

TOWNHOME UNITS: 45 TOTAL UNITS

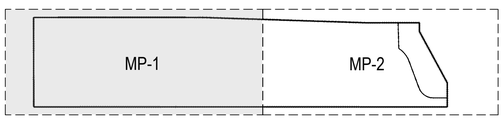
4-PLEX TOWNHOME

5-PLEX TOWNHOME

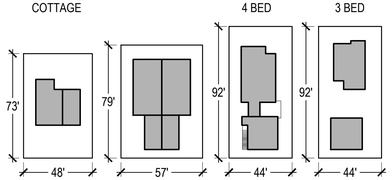
6-PLEX TOWNHOME

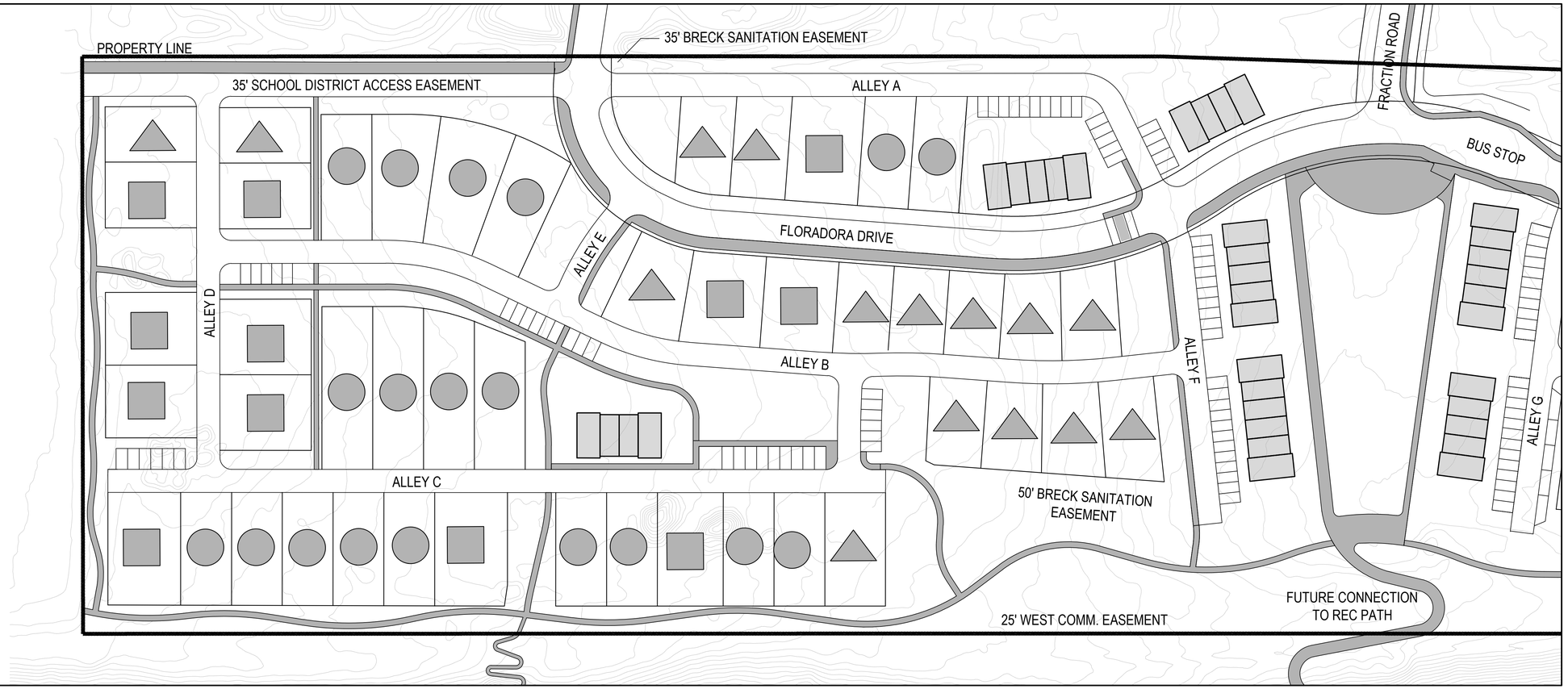
KEY MAP

SCALE: 1" = 400'



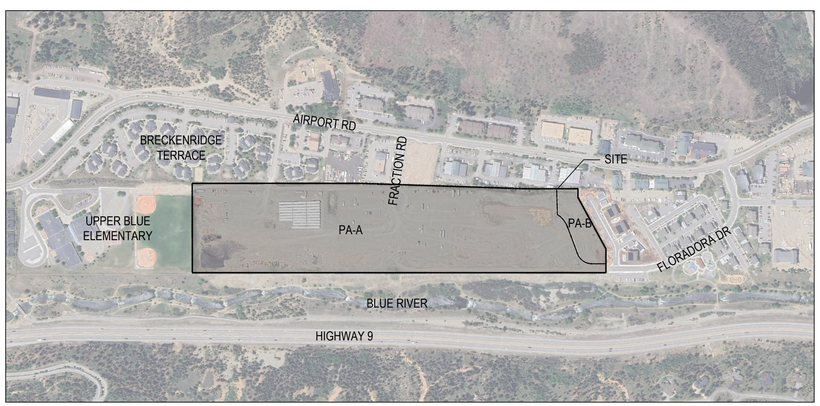
MINIMUM LOT SIZE BY UNIT TYPE





PLANNING AREA MAP

SCALE: 1" = 400'



1. DEVELOPMENT PLAN CONCEPT

THE RUNWAY NEIGHBORHOOD IS A DEED RESTRICTED COMMUNITY DESIGNED TO PROVIDE A DIVERSITY OF HOUSING TYPOLOGIES. THIS NEIGHBORHOOD HAS A MINIMUM UNIT REQUIREMENT OF 145 UNITS AT FULL BUILD OUT AND A MAXIMUM DENSITY OF 20 UPA. THE SITE PLAN SHALL FACILITATE MULTI-MODAL CONNECTIVITY THROUGH TRANSIT ACCESS, CONNECTIVITY TO THE BLUE RIVER RECREATION PATH TO THE EAST, AND NEIGHBORHOOD SIDEWALK CONNECTIONS TO BOTH THE NEIGHBORHOOD TO THE NORTH AND THE UPPER BLUE ELEMENTARY SCHOOL TO THE SOUTH. THIS IS A CONCEPTUAL PLAN. MASTER PLAN IS INTENDED TO CONVEY GENERAL SITE LAYOUT, STANDARDS, AND DESIGN INTENT. DETAILS ARE SUBJECT TO CHANGE DURING SUBSEQUENT REVIEW PROCESSES. ONLY STREET AND PEDESTRIAN FACILITIES IN THE RIGHT-OF-WAY (ROW) WILL BE MAINTAINED BY THE TOWN OF BRECKENRIDGE. ALL OTHER ALLEYS, TRAILS, AND OPEN SPACE WILL BE MAINTAINED BY THE DEVELOPMENT HOA. DEVELOPMENT REVIEW FOR ALL INDIVIDUAL SINGLE-FAMILY, COTTAGE, DUPLEX, AND TOWNHOME UNITS WILL BE COMPLETED AS CLASS D MAJOR DEVELOPMENT PERMITS. SUBDIVISION OF LOTS FOR CONVEYANCE TO PRIVATE OWNERSHIP MAY BE PROCESSED AS FOOTPRINT LOTS UNDER THE CLASS C SUBDIVISION PROCESS AS OUTLINED IN TITLE 9, CHAPTER 2 OF THE TOWN CODE.

PLANNING AREA TABLE

PLANNING AREA	APPROXIMATE ACREAGE	PROPOSED WORKFORCE HOUSING RESIDENTIAL UNITS	ALLOWED DENSITY	ZONING	PERMITTED USES
PA-A	23.82 AC	148 (+44 optional ADUs)	20 UPA	LUD 31	WORKFORCE RESIDENTIAL: SINGLE FAMILY, DUPLEX, TOWNHOME, ADU, OPEN SPACE, TRAILS AND RECREATION, COMPOST, TRASH AND RECYCLING ENCLOSURE
PA-B	1.4 AC	0	20 UPA	LUD 31	FUTURE DEVELOPMENT INCLUDING BUT NOT LIMITED TO: WORK FORCE RESIDENTIAL, OPEN SPACE, TRAILS AND RECREATION, PUBLIC WORKS STORAGE, GROUND MOUNTED SOLAR, OTHER GOVERNMENT USES, SNOW STORAGE, PARKING

PLANNING AREA TABLE NOTES:

1. ACCESSORY DWELLING UNITS (ADUS) MAY BE ALLOWED FOR ANY SINGLE-FAMILY STRUCTURES, EXCLUDING THE COTTAGES, WITHIN THE RUNWAY NEIGHBORHOOD AND MUST FOLLOW POLICY 51 OF THE TOWN CODE. SEE EXHIBIT A FOR PARKING.

OPEN SPACE TABLE

PLANNING AREA	APPROXIMATE ACREAGE	SITE AREA (SQUARE FEET - SF)	TOTAL LOT AND STRUCTURE AREA	PAVED IMPERVIOUS AREA	OPEN SPACE PROVIDED	PERCENT OPEN SPACE
PA-A	23.82 AC	1,037,599 SF	468,589 SF	220,951 SF	348,059 SF	33.5%

OPEN SPACE NOTES:

1. OPEN SPACE SHALL BE CALCULATED FOR THE OVERALL PLANNING AREA AND NOT ON AN INDIVIDUAL LOT BASIS.
2. NEIGHBORHOOD CENTRAL PARK AMENITIES WILL INCLUDE BOTH ACTIVE AND PASSIVE RECREATION. SUCH AMENITIES MAY INCLUDE: COMMUNITY GATHERING SPACE, PICNIC TABLES, OPEN LAWN AREA, SHADE STRUCTURES, SEATING, LANDSCAPE, FITNESS AND PLAY ELEMENTS, AND SIGNAGE.

2. PA-B: FUTURE DEVELOPMENT, UTILITIES, GOVERNMENTAL USES

APPROXIMATELY 1.4 ACRES ARE TO REMAIN IN THE CURRENT CONDITION. TOWN OF BRECKENRIDGE PUBLIC WORKS MAY CONTINUE TO UTILIZE PA-B FOR SNOW STORAGE OPERATIONS INDEFINITELY, OR UNTIL A FUTURE DEVELOPMENT PROPOSAL IS APPROVED FOR THIS PLANNING AREA BY THE TOWN. SEE EXHIBIT B FOR SNOW STORAGE.

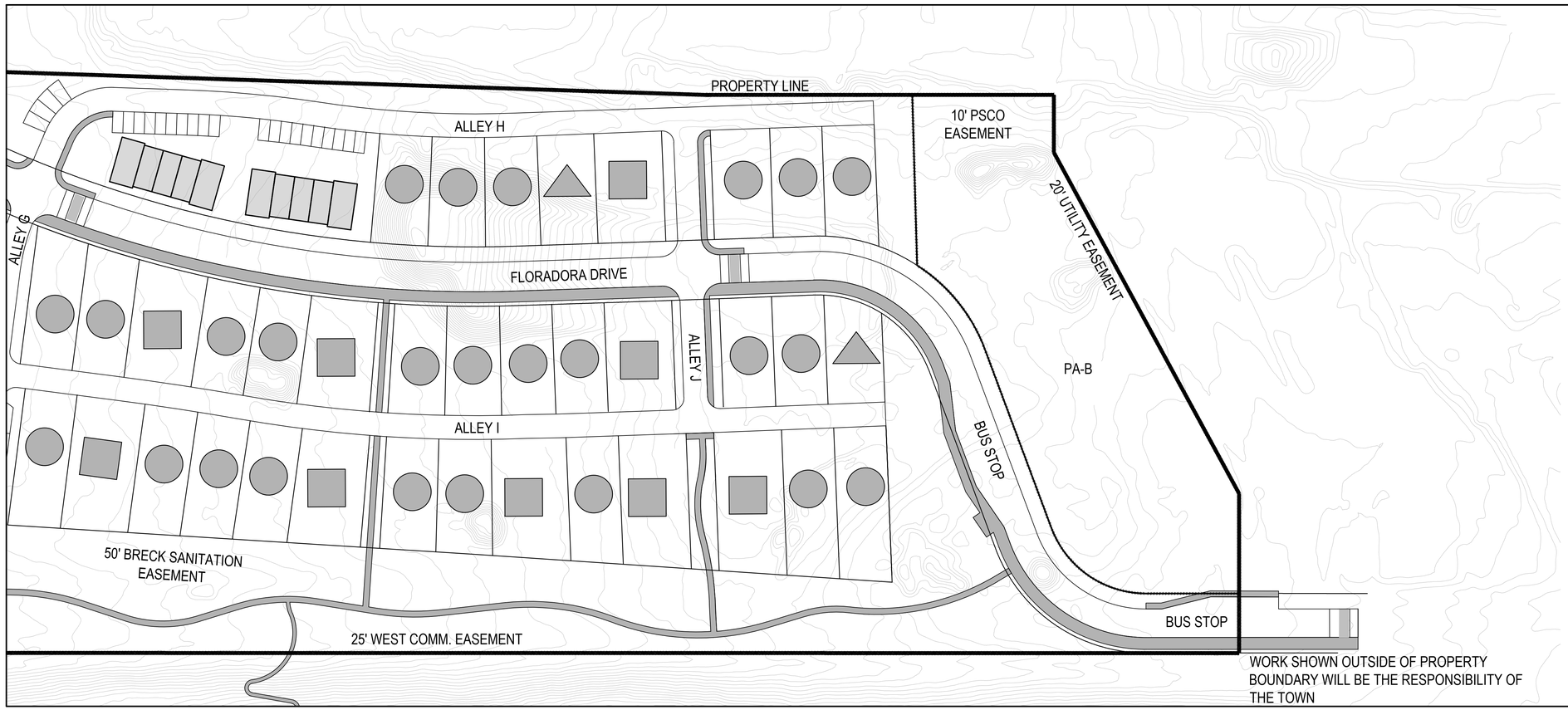
3. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS TABLE

UNIT TYPE	COTTAGE	DUPLEX	TOWNHOME	SINGLE FAMILY UNITS
SETBACKS FOR ALL STRUCTURES				
FRONT	5'	5'	5'	5'
SIDE	7'-6"	7'-6"	7'-6"	7'-6"
REAR	10'	10'	10'	10'
MAXIMUM HEIGHT				
MEASURED PER NOTE 5	35'	35'	35'	35'
MAXIMUM ALLOWED DENSITY (TOTAL SQUARE FOOTAGE OF ABOVE AND BELOW GRADE AREAS WITH GREATER THAN 5' HEAD HEIGHT INCLUDING GARAGE AND MECHANICAL SPACES)				
DENSITY PER UNIT TYPE (SFE)	2,400 SF	2,000 SF	VARIES, PER FINAL CONDO PLAT, SEE NOTES	3 BEDROOM: 3,000 SF 4 BEDROOM: 3,200 SF
PARKING REQUIREMENTS				
BEDROOM QUANTITY	2 OR 3 BEDROOM	4 BEDROOM	3 BED + ADU OPTION	4 BED + ADU OPTION
SPACES PROVIDED PER CHAPTER 3 OF THE TOWN CODE, REFERENCE EXHIBIT A	2	3	3	4

DEVELOPMENT STANDARDS TABLE NOTES:

1. FRONT PORCHES AND AT GRADE PATIOS FOR TOWNHOMES AND DUPLEXES MUST BE SEPARATED FROM ONE ANOTHER BY A MINIMUM OF THREE (3) FEET OF SEPARATION.
2. SINGLE FAMILY AND DUPLEX UNITS ARE ALLOWED TO HAVE ONE EXTERIOR SHED. SIDE SETBACK TO BE 3', AND SHALL MEET ALL OTHER SETBACKS AND ARCHITECTURAL STANDARDS AS PRIMARY STRUCTURES. SHEDS ARE NOT ALLOWED IN FRONT YARD SETBACKS. SHEDS DO NOT COUNT AGAINST THE DENSITY LIMITATIONS AS NOTED IN THE PLANNING AREA TABLE. MAXIMUM SHED SIZE SHALL BE 100 SF.
3. ROOF OVERHANGS MAY EXTEND UP TO 24" INTO SETBACK.
4. ALLEY LOADED UNITS FRONT A PRIVATE DRIVE AND ARE NOT SUBJECT TO THE 23' SETBACK REQUIRED BY TOWN OF BRECKENRIDGE CODE SECTION 9-2-4-5.
5. BUILDING HEIGHT MEASUREMENT SHALL BE TO THE HIGHEST POINT OF A FLAT, SHED, OR MANSARD ROOF OR TO THE MEAN ELEVATION OF A GABLE OR HIP ROOF.
6. WHERE FRONT AND SIDE YARDS ABUT, BOTH SETBACKS SHALL BE 7'-6".
7. TOWNHOMES SETBACKS WILL BE FROM PA-A BOUNDARY LINE AND WILL MEET POLICY 9/R OF THE CODE, EXCEPT FOR UP TO ONE SETBACK OF 13' WHERE 15' IS REQUIRED.
8. TOWNHOMES ARE ALLOWED UP TO A 100 SQUARE FEET ADDITION PER UNIT.



LEGEND

SINGLE FAMILY AND DUPLEX UNITS: 103 TOTAL UNITS*

57' LOT WIDTH (21 LOTS/42 UNITS)

44' LOT WIDTH (44 LOTS/UNITS*)

48' LOT WIDTH (17 LOTS/UNITS)

*NOTE: OPTIONAL ADU UNITS ADD A MAXIMUM OF 44 ADDITIONAL UNITS TO THIS LOT TYPE

TOWNHOME UNITS: 45 TOTAL UNITS

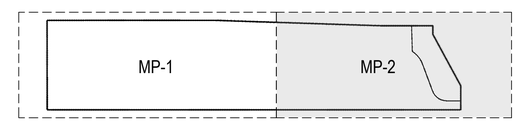
4-PLEX TOWNHOME

5-PLEX TOWNHOME

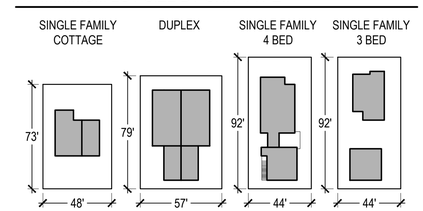
6-PLEX TOWNHOME

KEY MAP

SCALE: 1" = 400'



MINIMUM LOT SIZE BY UNIT TYPE

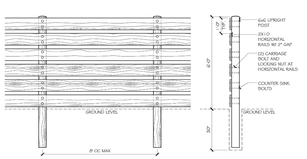


4. ARCHITECTURAL DESIGN STANDARDS

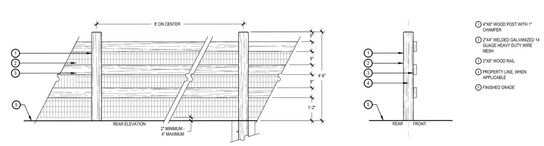
THE ARCHITECTURAL DESIGN WILL FACILITATE THE GOALS OF CREATING WORK FORCE HOUSING AND A NET ZERO NEIGHBORHOOD. DESIGN CHOICES, SUCH AS THE ORIENTATION OF SOLAR PANELS AND SELECTION OF MATERIALS, WILL PRIORITIZE SUSTAINABILITY AND FIRE RESILIENCE. TO THAT END, 100% NON-NATURAL MATERIALS MAY BE USED AS LONG AS THEY ARE NATURAL-APPEARING AND MEET THE MATERIAL AND DESIGN CONSIDERATIONS OF THIS SECTION. PRIMARY VEHICULAR ACCESS FOR THE HOMES WILL BE TAKEN FROM ALLEYWAYS WITH FRONT PORCHES TO LINE THE STREETS AND PARK SPACES THROUGHOUT THE NEIGHBORHOOD. WHERE IT DOES NOT CONFLICT WITH OTHER STANDARDS OR DESIGN CONSIDERATIONS, STRUCTURES WITHIN THE SAME GROUP OR AREA SHALL BE ORIENTED SO THAT THERE IS CONSISTENT FRONT SETBACK ALIGNMENT WITH THE OPEN SPACE, ALLEYWAY, OR RIGHT-OF-WAY RATHER THAN STAGGERED SETBACK DEPTHS.

6. FENCING

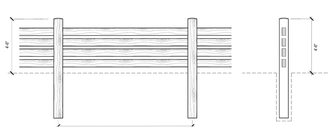
TWO TYPES OF FENCING SHALL BE PERMITTED IN THE COMMUNITY, PRIVACY FENCING AND TIMBER RAIL FENCING, EACH DESIGNED TO THE SPECIFICATIONS OF THE MASTER PLAN. PRIVACY FENCING WILL ONLY BE PERMITTED WITHIN PA-B FOR SCREENING OF PUBLIC WORKS USES OR SNOW STORAGE. TIMBER RAIL FENCING MAY OCCUR ON THE LOT LINE, BUT WILL NOT BE DOUBLED AGAINST AN ADJACENT FENCE. TIMBER RAIL FENCING MUST BEGIN IN THE SIDE OR REAR YARD. IF FENCING OCCURS ON SIDE YARD ALONG AN ADJACENT ALLEY OR STREET, START OF FENCE MUST BE SET BACK 2' FROM THE FRONT STREET OR ALLEY FACE OF BUILDING. FOR TIMBER RAIL FENCING, NATURAL WOOD OR COMPOSITE/NON-NATURAL WOOD-LOOK MATERIALS ARE ALLOWED FOR ALL FENCE POSTS AND RAILS AS LONG AS THE DESIGN STANDARD IS MET. SOLID TIMBER RAIL FENCING ONLY PERMITTED WHEN YARDS ABUT OPEN SPACE.



PRIVACY FENCE



OPEN TIMBER RAIL FENCE W/ OPTIONAL WIRE MESH



SOLID TIMBER RAIL FENCE W/ OPTIONAL WIRE MESH

THE RECORDING OF THIS MYLAR SATISFIES THE REQUIREMENT OF PARAGRAPH (N) OF POLICY 39 (ABSOLUTE) OF SECTION 9-1-19 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE RECORDING OF A NOTICE OF THE APPROVAL OF A MASTER PLAN.

MASTER PLAN CERTIFICATE

A MASTER PLAN IS GOVERNED BY AND IS SUBJECT TO POLICY 39 (ABSOLUTE) OF THE BRECKENRIDGE DEVELOPMENT CODE, CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, AS AMENDED FROM TIME TO TIME. ALTHOUGH A MASTER PLAN IS A SITE SPECIFIC PLAN AS THAT TERM IS DEFINED BY LAW, A MASTER PLAN IS ONLY A GENERAL, CONCEPTUAL PLAN FOR THE FUTURE DEVELOPMENT OF THE SUBJECT PROPERTY. THE APPROVAL OF A MASTER PLAN IS NOT THE TOWN'S FINAL APPROVAL FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY. APPROVAL TO ACTUALLY DEVELOP THE SUBJECT PROPERTY REQUIRES ONE OR MORE FURTHER SITE SPECIFIC APPROVALS FROM THE TOWN IN THE FORM OF ADDITIONAL DEVELOPMENT PERMIT(S) ISSUED PURSUANT TO THE TOWN'S DEVELOPMENT CODE, AS WELL AS THE ISSUANCE OF ANY REQUIRED PERMITS UNDER THE TOWN'S BUILDING AND TECHNICAL CODES.

THE PROVISIONS OF THIS MASTER PLAN ARE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS OF ALL OR ANY PORTION OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS DOCUMENT IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THE TOWN OF BRECKENRIDGE DEVELOPMENT CODE.

INTERESTED PARTIES SHOULD CHECK WITH THE TOWN OF BRECKENRIDGE DEPARTMENT OF COMMUNITY DEVELOPMENT TO DETERMINE THE DURATION OF THE VESTED PROPERTY RIGHTS FOR THE APPROVED MASTER PLAN, AS WELL AS THE DURATION OF THE APPROVED MASTER PLAN.

THE MASTER PLAN MAY BE AMENDED, ABANDONED, OR WITHDRAWN ONLY IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE TOWN OF BRECKENRIDGE DEVELOPMENT CODE.

APPROVAL OF THIS MASTER PLAN IS NO ASSURANCE THAT THE SUBJECT PROPERTY WILL ULTIMATELY BE DEVELOPED IN THE MANNER DESCRIBED IN THE APPROVED MASTER PLAN. INTERESTED PERSONS SHOULD OBTAIN AND REVIEW COPIES OF ALL FUTURE SITE SPECIFIC DEVELOPMENT PERMITS, SUBDIVISION PLATS, OTHER TOWN-ISSUED LAND USE APPROVALS, AND APPLICABLE TITLE INFORMATION FOR THE SUBJECT PROPERTY BEFORE DECIDING TO PURCHASE OR INVEST IN ANY OF THE REAL PROPERTY THAT IS SUBJECT TO THIS MASTER PLAN.

OWNER:

TOWN OF BRECKENRIDGE

BY: _____

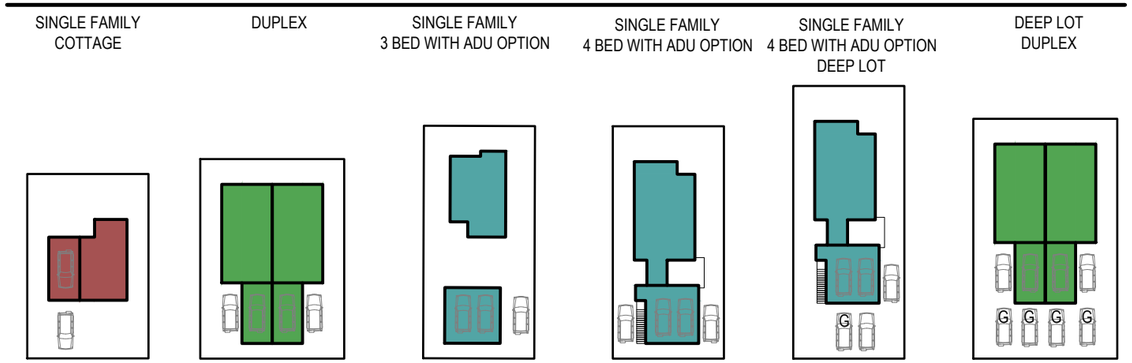
DATE: _____

DIRECTOR OF COMMUNITY DEVELOPMENT

BY: _____

DATE: _____

TYPICAL LOT PARKING

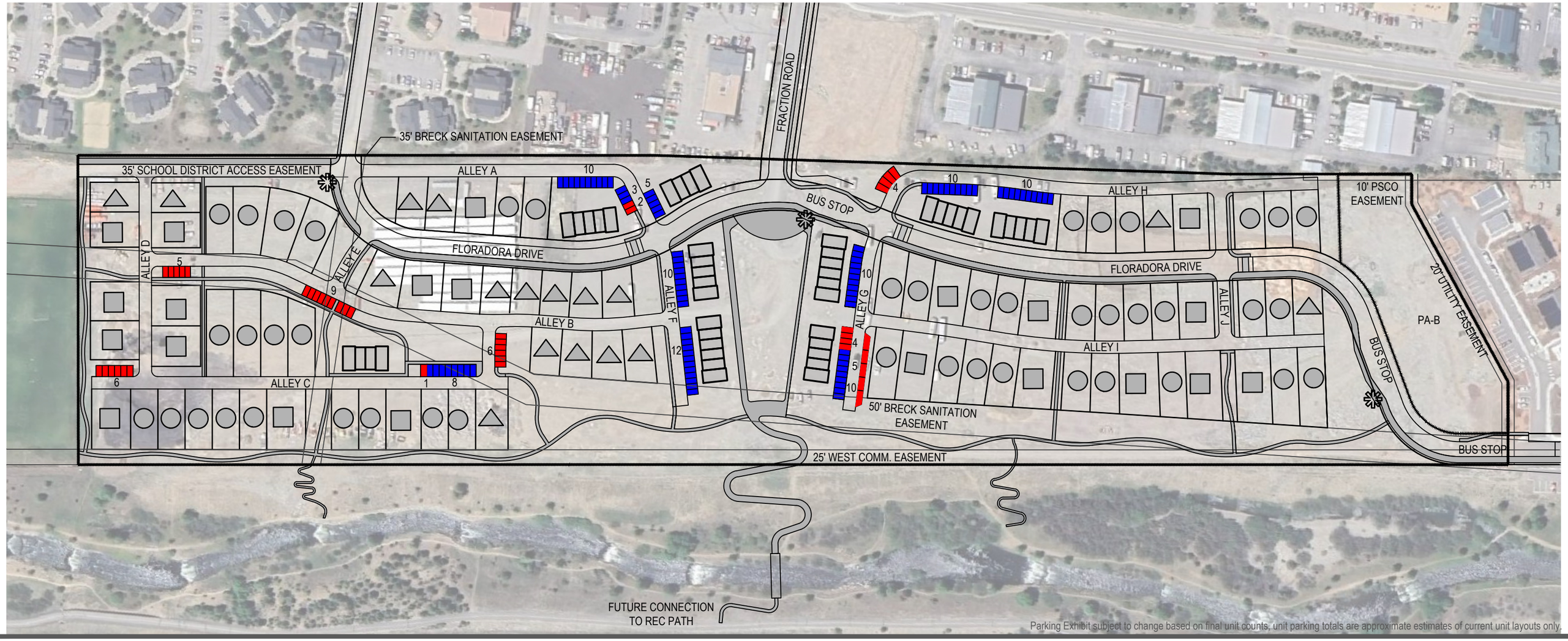


NOTE: CAR MARKED WITH 'G' IS A GUEST SPACE, 24 OR THE 32 TANDEM GUEST PARKING SPACES ARE ON LOTS ALONG ALLEY I.

PROPOSED POSSIBLE E-BIKE LOCATIONS, AT LEAST (2) WITHIN THE RUNWAY NEIGHBORHOOD

PARKING TABLE

UNIT TYPE	GARAGE SPACE	SURFACE SPACE	TOTAL PARKING / UNIT	UNIT COUNT	APPROX. TOTAL PARKING
SINGLE FAMILY - COTTAGE (3 BEDROOM - NO ADU)	1	1	2	17	34
SINGLE FAMILY - 3 BEDROOM W/ ADU OPTION	2	1 (ADU)	3	22	66
SINGLE FAMILY - 4 BEDROOM W/ ADU OPTION	2	2 (1 ADU)	4	22	88
DUPLEX	1	1	2	42	84
2-STORY TOWNHOMES (SURFACE - BLUE)		2	2	45	90
UNIT TANDEM GUEST PARKING		44			44
GUEST PARKING (RED)		42			42
OVERALL SITE PARKING			3.03	148	448



Parking Exhibit subject to change based on final unit counts, unit parking totals are approximate estimates of current unit layouts only.

EX-A

RUNWAY NEIGHBORHOOD | EXHIBIT A - CONCEPTUAL PARKING PLAN

04/09/2025

NORTH

0 75' 150'

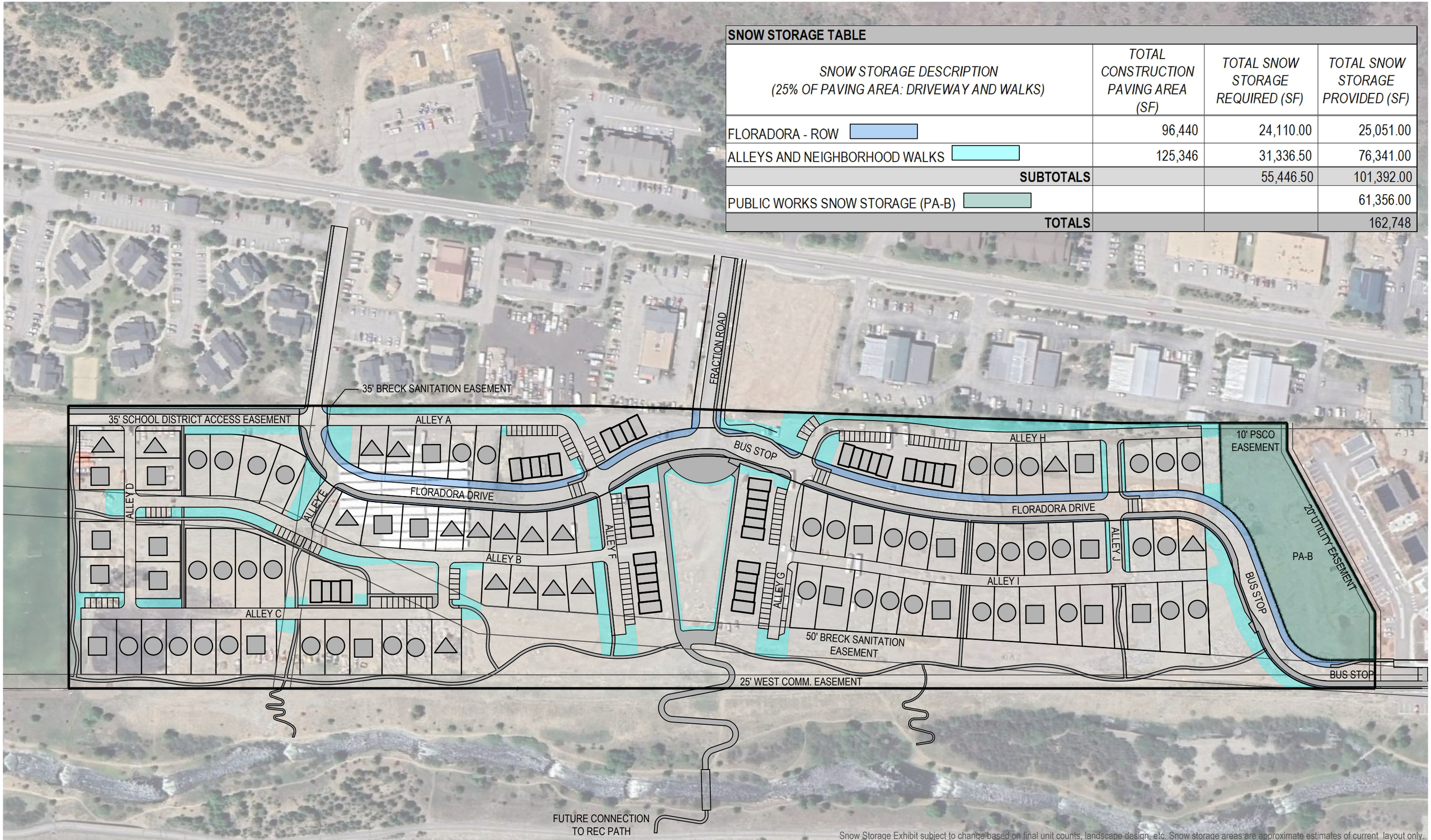
SCALE:1"=150'

NORRIS DESIGN PEOPLE • PLACEMAKING

ALLEN-GUERRA ARCHITECTURE

TOWN OF BRECKENRIDGE

SNOW STORAGE TABLE			
SNOW STORAGE DESCRIPTION (25% OF PAVING AREA: DRIVEWAY AND WALKS)	*TOTAL CONSTRUCTION PAVING AREA (SF)*	*TOTAL SNOW STORAGE REQUIRED (SF)*	*TOTAL SNOW STORAGE PROVIDED (SF)*
FLORADORA - ROW	96,440	24,110.00	25,051.00
ALLEYS AND NEIGHBORHOOD WALKS	125,346	31,336.50	76,341.00
SUBTOTALS		55,446.50	101,392.00
PUBLIC WORKS SNOW STORAGE (PA-B)			61,356.00
TOTALS			162,748



Snow Storage Exhibit subject to change based on final unit counts, landscape design, etc. Snow storage areas are approximate estimates of current layout only.

EX-B

RUNWAY NEIGHBORHOOD | EXHIBIT B - CONCEPTUAL SNOW STORAGE PLAN

04/09/2025

NORTH

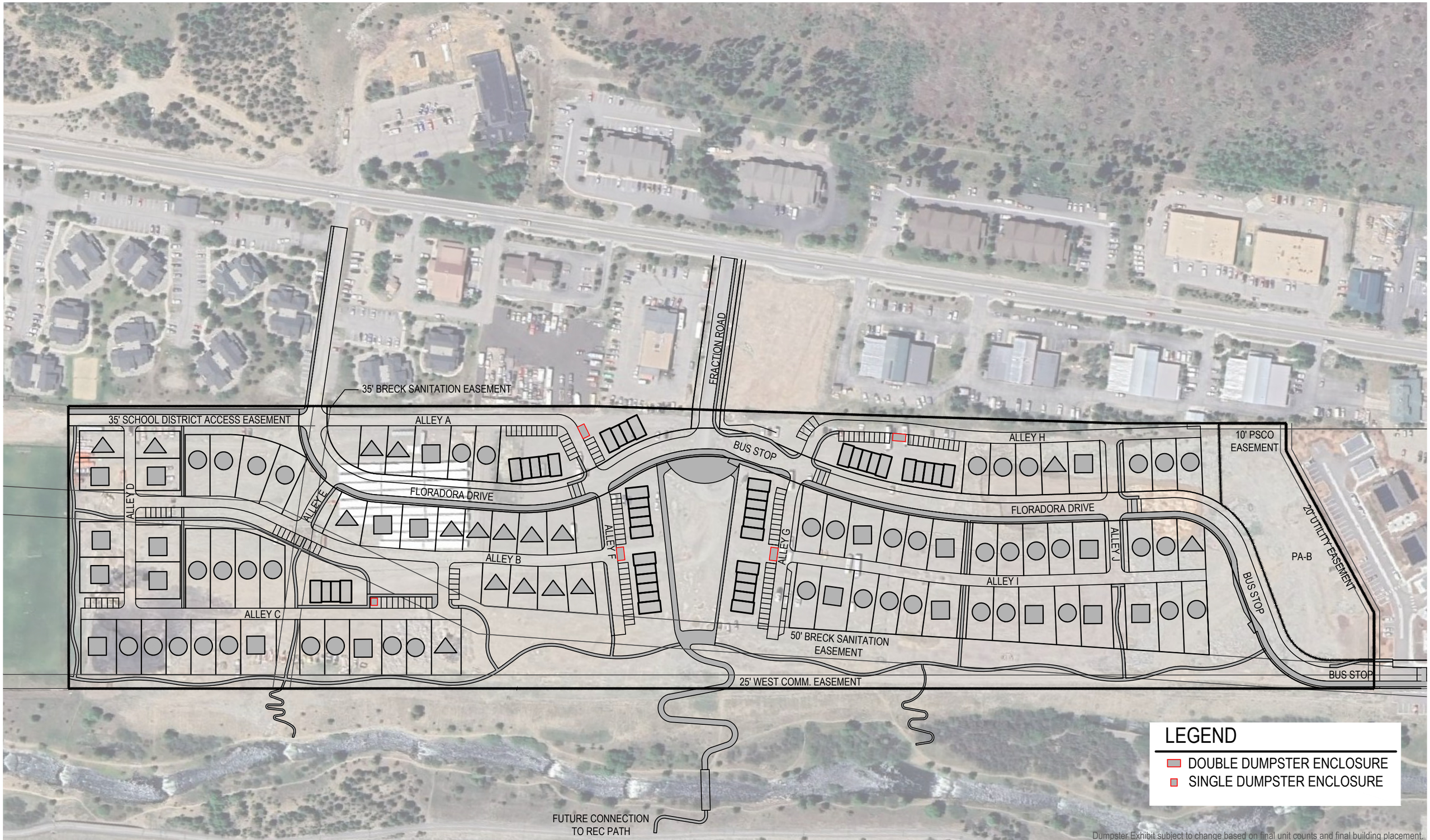
0 75' 150'

SCALE:1"=150'

NORRIS DESIGN PEOPLE • PLACEMAKING

ALLEN-GUERRA ARCHITECTURE

TOWN OF BRECKENRIDGE



EX-C

RUNWAY NEIGHBORHOOD | EXHIBIT C - CONCEPTUAL DUMPSTER PLAN

04/09/2025

NORTH

0 75' 150'

SCALE:1"=150'

NORRIS DESIGN PEOPLE • PLACEMAKING

ALLEN-GUERRA ARCHITECTURE

TOWN OF BRECKENRIDGE

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Rick Fout, Chief Building Official, and Philip Sweat, Deputy Building Official
Date: May 6, 2025 (for May 13, 2025 work session)
Subject: Building 101

Town Council Goals (Check all that apply)

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

Summary

Staff has prepared this memo to provide the Council with more background on the various codes that the Building Division administers. The Building Division has been working with the building community in a series of open house meetings to educate them on the new building codes that are coming and are expected to take effect in late 2025 or early 2026.

There are seven International Code Council (the ICC) Codes that are required for re-adoption per the Town's regular adoption schedule of every six years in December 2025 (effective January 1st, 2026, with one exception). Staff has provided an outline of the seven codes and has highlighted the impacts of the primary changes those codes will have on our building community. Staff notes that the adoption of the new codes are required in order to stay on our traditional six year cycle. Staff tries to stay as consistent as possible with the other municipalities in our County to achieve a more seamless application for designers and builders across jurisdictional lines.

Background

(1) The International Energy Conservation Code, the IECC, addresses energy conservation requirements for all aspects of energy uses in both commercial and residential construction, including heating and ventilation, lighting, water heating, and power usage for appliances and building systems. There are numerous revisions in the 2024 IECC, many of which have been the focus of an ongoing series of public meetings that staff have been holding with local architects and builders. Some of the changes include interior lighting, auto off or auto dimming is now required throughout many buildings. Additionally, some of the changes include more stringent insulating factors. For instance, R-Values have risen significantly (become more stringent) for commercial walls, and U-Factors have dropped slightly (become more stringent) for windows, doors and skylights. Overall, Energy Requirements have become more robust throughout the 2024 IECC, rising to become within 5% of the Department of Energy's Zero Energy Ready Homes Program, and over 10% above the Summit Sustainable Building Code (the SSBC). The long-standing SSBC is up for proposed elimination as a result of this code change, and our neighboring Summit and Frisco Building Departments agree with this approach. Many of our area stakeholders seem excited about that proposed substantial simplification to the Energy Code locally.

(2) The International Building Code, the IBC, is a model code that provides minimum requirements to safeguard the public health, safety and general welfare of the occupants of new and existing buildings and structures. Notable changes from the 2018 to the 2024 IBC include consideration of higher wind and snow loads, and updated expanded provisions for Temporary Structures concerning periodic

installation & maintenance inspections. The higher wind and snow load provisions could generally increase construction costs to some structural assemblies in ceilings and roofs.

(3) The International Residential Code, the IRC, regulates the construction of single-family houses, two-family houses (duplexes) and buildings consisting of three or more townhouse units. All buildings within the scope of the IRC are limited to 3 stories above grade plane. Changes in the 2024 IRC include the provisions regarding roof replacement clarifying that only two layers are allowed before full stripping is required. We expect minimal to no construction cost increases, because most of our roofing contractors already elect to fully strip roofs down when replacing.

(4) The International Plumbing Code, the IPC, regulates the design and installation of plumbing fixtures in all types of buildings except for detached one-and two-family dwellings and townhouses (which are addressed in the IRC). No significant changes are proposed to the 2024 IPC.

(5) The International Mechanical Code, the IMC, is a model code that regulates the design and installation of mechanical systems, appliances, appliance venting, duct and ventilation systems, combustible air provisions, hydronic systems and solar systems. One of the minimal changes in the 2024 IMC is to snow and ice melt tubing, where individual tubing circuit lengths must be installed with a variance of not more than 10% plus or minus from design (there will be no cost in construction increase incurred by this code revision).

(6) The International Fuel Gas Code, the IFGC, is a model code that regulates the design and installation of fuel gas distribution piping and systems, appliances, appliance venting systems, combustion air provisions, gaseous hydrogen systems and moto vehicle gaseous-fuel-dispensing stations. There are only a couple of minimal changes to the 2024 IFGC in the areas of leak detection, requiring listed gas leak detectors plus new inspection, testing, and purging procedures (there will be no increase in construction costs related to these subtle changes).

(7) The International Existing Building Code, the IEBC, is intended to provide requirements for repair and alternative approaches for alterations and additions to existing buildings. Changes in the 2024 IEBC include increased occupant load limitations for occupiable roofs where only one exit or access to only one exit exists. Another new provision addresses non-required existing automatic sprinkler systems, where their removal is now allowed on existing buildings being remodeled/redeveloped (this loosened requirement results positively in a substantial cost of construction decrease, in certain remodels/redevelopments of some existing buildings).

Finally, there are three crucial codes adopted by reference with the same timing as the codes above, the International Fire Code (the IFC), the ICC ANSI A117.1 (Breck's Accessibility Code), and the International Swimming Pool & Spa Code (the ISPSC). The most significant change in these 2024 codes would be Red White & Blue Fire's (RWB) proposed amendment to lower the automatic fire suppression system requirement that applies to the current code threshold size of buildings consisting of 6,000 square feet and above down to buildings 4,500 square feet and above.

Public outreach/engagement

Breckenridge's Building Division held open houses on March 13th and April 17th with over 75 Architects, Builders, their Subcontractors, Energy Rater/Energy Consulting Firms and other area experts in attendance. The focus of these open houses has been the IECC, because of its significant changes to energy conservation requirements. Five more open houses are planned out until August 6th, 2025. These meetings all focus primarily on the New Energy Code Re-Adoption coming first (October 28th, 2025), but also touch on all the other code re-adoptions that will need to be adopted by the end of the year.

Financial Implications

Cost of construction increases are always a concern for everyone involved in new code cycle re-adoptions. Here are a few notable examples that are becoming real to us in Breckenridge. For instance, fire sprinkler installation runs approximately $10 a square foot, so a 4,500 square foot building

could cost $45,000 more to construct after January 1st, 2026, if RWB amends the IFC as proposed. The States Model Electric Ready & Solar Ready Code, required to be adopted with the 2024 IECC by October 28th, 2025, can be expected to add an approximate $5,000 to a typical home, approximately three times that much to a large custom home. Thirdly, the increased wind and snow load for our Climate Zone 7 coming in the new codes, residential and commercial, could add substantially to the cost of increasing structural integrity to some of the ceilings and roofs under construction in Breckenridge.

Equity Lens

Related to the Town's Equity Blueprint and corresponding Equity Lens, the re-adoption of the ICC is neutral as it provides minimal requirements to safeguard the public health, safety and welfare of new and existing buildings and structures.

Staff's public outreach efforts related to the ICC re-adoption include producing and distributing all pertinent meeting materials at the Roundtables/Open Houses in Spanish as well as English. Additionally, a translator is on site to assist at the Roundtables/Open Houses.

Staff Recommendation

This memo is intended as an update for Council and no formal action is required at this time (any comments or suggestions are welcome though). There will be some final light amendment decisions that have to be made on the IECC, and staff will keep Council apprised throughout the Stakeholder roundtable process happening currently.

Staff is trying to do as much outreach on the front end of the code process and address any concerns from the community. Staff will be available at the meeting to answer any questions.

Memo

TOWN OF BRECKENRIDGE

To: Town Council

From: Ellie Muncy, Planner I

Julia Puester, Assistant Town Manager

Date: 5/8/2025 (for 5/13/2025 work session)

Subject: Town Code Chapter 12 Exterior Lighting and Lumen per Acre Analysis

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Town Council Goals (Check all that apply)

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

Summary

The intent of this memo is to outline and provide an analysis of the Town's exterior lighting code requirement of fully shielded fixtures in comparison to a lumen per net acre requirement to allow limited unshielded light fixtures, which Dark Sky International would permit. Council asked staff to look into the net acre standard at the April 8th Town Council meeting after an in-town property owner requested that Council consider this code change.

Background

Where We Are

In 2007, the Town Council adopted the existing exterior lighting code with a requirement that all lighting be brought into compliance by July 1, 2022. That compliance date was recently extended to July 1, 2025 after feedback from multifamily development owners. Enforcement penalties will begin January 2, 2026, as the Town Council wants to provide additional time for educational efforts and retrofitting of existing fixtures or new fixture installation. With the July 1st date approaching, the Communications Division developed an educational campaign to raise awareness of the benefits of Dark Sky initiatives (see Public outreach/engagement section below). During this time, staff has held multiple community events and has been working with affected homeowners on Dark Sky-related lighting implementation. Below are several statistics on the work completed to date.

- 2,524 properties surveyed in field (summer 2024)
  - 850 properties were compliant
  - 1,674 properties were non-compliant
- Two rounds of 1,504 notices sent to noncompliant properties (one via letter and one via postcard)
  - 447 properties have reached out to staff
  - 78 site visits requested/completed
  - 10 community events hosted
    - 5 drop-in events so far
    - 3 educational events (Film + Speaker event, Snowshoe Tour with Astrophysicist, Boy Scout Sky Glow Training + Activity)
  - **144 total event attendees**
- Of the **447 properties we have had contact with on the compliance hotline**:
  - **83% were seeking additional information regarding implementation**
  - 6% have expressed support for the Dark Sky initiative
  - 11% have expressed displeasure or opposition to the Dark Sky initiative

The Issue

Staff has worked directly with 447 homeowners to date plus 144 event attendees, most of which are finding retrofit solutions for their non-compliant lighting or finding new conforming light fixtures. We are also aware that there are many other owners working with electrical contractors and property management companies to come into compliance who are not represented in these statistics. The Town lighting code regarding shielded fixtures has been in place since 2007 and new construction and properties remodeling or replacing fixtures over time have been operating under the assumption that they are in, or coming into compliance with, the code. The code requirement of fully shielded fixtures is a straightforward and extremely effective approach on curbing glare and unnecessary light distribution into the night sky and neighboring properties. The compliance requirements in the code do not limit the existing number or placement of fixtures that apply to new construction. The goal for non-compliant fixtures is to simply shield the light source, direct light downward, and install warmer colored bulbs (3,000 Kelvin or less and 950 lumens) when the bulb needs to be replaced.

However, there have been some property owners that do not want to purchase new light fixtures. In these conversations, staff has heard concerns over issues with the compliance requirement, cost, style preference, and personal safety. Some fixtures in these instances are not easy to retrofit due to the light source being located at the bottom of the fixture so shielding the light source would block functional illumination. Staff received a request to consider a code change to allow for a lumen per net acre limit for existing properties, in lieu of the fully shielded fixture requirement. Lumen per net acre requirements are intended to have developments prioritize where to utilize their limited amount of allowed lumens and not over-light a property. This is a fairly easy regulation for new construction to comply with because the lighting placement can be determined with the initial design. An application for existing non-compliant fixtures could result in the property owner having to remove some existing lighting or could allow for many unshielded or partially shielded fixtures, as determined by the Town on the level set in the code.

Below is an example of how a lumens per net acre standard could work for a single-family residence in Lighting Zone 3:

Example Regulation:

10,000 lumens per acre allowed total; 3,000 lumens of which can be unshielded or partially shielded

Example One-acre Property:

Shielded lumens: 8 fixtures with 60-watt incandescent bulbs	= 6,800 shielded lumens
Unshielded or partially shielded lumens: 3 fixtures x 60-watt incandescent bulbs	= 2,550 lumens
Total Lumens	= 9,350 lumens

Should the Council direct staff to amend the code to allow for the lumen per acre limitation, staff would recommend a separate and more restrictive limit on the number of unshielded lumens per acre, in addition to the total lumens per net acre allowance. Unshielded or partially shielded fixtures have less impact on glare and light pollution reduction than existing code, and changing course would diminish the impact of the existing code. Using the example above, 10,000 lumens total for single family in Zone 3, with no more than 3,000 lumens unshielded or partially shielded, could address some owners' concerns on brightness in certain areas of their homes such as the front door, although they would be able to utilize the limited unshielded fixtures wherever desired.

Public outreach/engagement analysis

Staff has developed a robust public outreach and engagement plan that was presented to the Council during the January 28th meeting. This plan has been implemented with ads, postcards, and posts on various social media platforms including City Market shopping carts and bus ads. Staff has set up a successful webpage, email, and hotline to handle and track all the incoming communication and site visits to individual properties as reflected in the volume of customers served in the Background section above. Staff will conduct another survey of properties this summer to evaluate compliance which will further improve our understanding of the number of properties that now have compliant lighting. Additional notice following the survey with input from the Community Outreach and Engagement Division will be sent to those remaining non-conforming properties. Further, this summer, there will be additional drop-in events, a special speaker event, fixture recycling drop-off at the Town Clean Up Day, and our continued efforts of fielding calls and performing site visits for owners.

Given the high number of direct and indirect contacts from mailers and the communication campaign, and property owners who are already in process or have completed changing their fixtures, staff is concerned that a major change in the exterior lighting standards would cause confusion and be unfair to properties that are already compliant. We are

concerned that we could see some pushback from property owners who have already invested in new shielded fixtures or retrofits. Staff also speculates that replacing the straightforward fixture design regulation with a new mathematical formula may lead to confusion and dissatisfaction, ultimately requiring additional staff time, despite allowing some homeowners to retain their existing fixtures.

Financial Implications
We are using approved 2025 funds from the Community Development and Communications budget for events and outreach. Should staff be directed to change the code, staff will pivot and develop new messaging and outreach to property owners and return with a detailed plan of implementation.

Equity Lens
Exterior lighting affects the Breckenridge and surrounding communities. The recent educational campaign seeks to outreach to the entirety of the community and has been presented in both English and Spanish. The exterior lighting policy itself provides a benefit to the whole community by protecting the night sky for present and future generations to enjoy.

Staff Recommendation
Staff recommends no change to the Town code regarding the compliance of non-conforming fixtures being shielded and downcast. As written, the code yields the greatest result in curbing light pollution, glare, and sky glow. Considering all the points of contact made, education undertaken, and feedback to date, we have found the majority of owners have are simply asking questions on compliance details.

Question for Council
Staff has the following question for Council:

Does Town Council want to direct staff to modify Chapter 12 Exterior Lighting of the Town Code to allow for a lumen per acre calculation?

Memo

TOWN OF BRECKENRIDGE

To: Town Council
From: Dave Byrd, Director of Finance
Date: May 13, 2025
Subject: Town Cash Flow Review

Town Council Goals (Check all that apply)

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

Summary
At the request of Town Council, Finance updated the 2025 budget projection and 2026-2030 forecast to include new assumptions based upon updates from the approved budget of November 2024. These include both revenue and expense assumptions for the Runway Neighborhood Development and other operating/capital costs.

Background
In September 2024, Town Council approved a five-year capital improvement plan (CIP) with a goal to achieve a balanced budget and drive a key performance indicator (KPI) of $135M of cash and investments for the Town each year (2025-2029).

Included in this CIP was a $24M projection for the Runway Neighborhood Development. This number was preliminary and based on a 100 unit development. In 2025, the scope of the Runway Neighborhood Development increased to 148 units, with an increased subsidy to lower some of the price points, which increased the projected budget to $50M over six years. Town Council requested a financial review to determine if the Town could afford the extended scope of the project.

Public outreach/engagement
This analysis is presented to the Town Council and public via this work session.

Financial Implications
There is no impact for the Runway Neighborhood Development for the 2025 budget. However, in looking at the next five years, there is a material impact to the Town's financial position if we proceed with both phases of the project. The attached schedules include updated assumptions for 2025 as well as updated assumptions for 2026-2030. It is understood that we are going through the normal budgeting process this summer which will include an updated five-year plan and CIP presented to Council in September. This exercise was done with Finance and discussions with the departments which include capital expenses in their budgets.

The results of these meetings include an updated five-year cash flow projection with all the new assumptions by Fund, as well as phase one and two for the Runway Neighborhood Development.

In addition, we have added capital opportunities for savings that are in the current CIP as well as capital projects are not in the current CIP but need to be considered.

Our goal will be to review these projects with Town Council to determine how we will move forward, if we will defer planned projects, or add projects that haven't been considered in previous budgets. The cash flow spreadsheet will be updated in real time depending upon the recommendations of Town Council during the work session

Equity Lens
The overall objective of this financial analysis is to ensure that the budget for the proposed Runway Neighborhood Development can be accommodated within the Town's future budgets. The proposed development concept continues to be thoroughly vetted through the Town's Equity Lens and this financial analysis benefits from that vetting process.

Staff Recommendation
Staff's recommendation is to provide the financial information necessary for Town Council to make an educated financial decision for the Runway Development.

TOWN OF
BRECKENRIDGE

2025 PROJECTION ASSUMPTIONS

- Revenue:
  - Change: Sales Tax is reduced by 5% from budget
  - Change: Open Space Sales Tax increased by $840K
  - Change: RETT increased from $6M to $7.5M
  - Change: Accommodation is reduced by 5% from budget
  - No change: Marijuana Tax
  - No Change: Property taxes based upon updated assessed valuation
  - Change: Reduced Workforce Housing sales tax by $1.2M from budget
  - No Change: New Docking Permit fee revenue in the Sustainability Fund for the E-Delivery project
  - No Change: Minor fee changes in selected Recreation categories (General Fund), 10% water rents increase for Utility Fund, minor fee changes for Community Development
  - Change: Investment income increased by $1M
  - Change: Added $1.18M CO River Coop Agreement for Utility Fund

- Personnel:
  - No Changes. YTD actuals plus budget for the remainder of FY25

- Expense:
  - No changes reflected for inflation other than current purchasing assumptions
  - Change: Workforce Housing repayment of DOLA grant $912K
  - Change: Capital updated per latest proforma for Utility, Golf, Facilities, Garage
  - Change: Special Projects increase $500K for additional grants and SPARK

- Restrictions:
  - No Change: 2 years of debt payments
  - No Change: 3 years of Capital Improvement Plan
  - No Change: 4 months of General Fund operating expenses
  - No Change: Fixed Assets, Notes Payable, Housing Loans

2026-2030 PROJECTION ASSUMPTIONS

- Revenue:
  - Change: Sales and Accommodation Tax flat to 2025 projection
  - No Change: RETT remains at $6M annually
  - No Change: Property tax remains flat based on 2025 budget
  - No change: Accommodation Regulatory Fee reduces 1.5% each year due to loss of licenses
  - No Change: E-Delivery income is 50% of contracted expense
  - No Change: Reduced Investment Income based upon anticipated reduction in interest rates
  - Change: Parking income flat to 2025 projection
  - No Change: Lift ticket tax
  - No Change: Golf – increased green fees 5% in 2026, 2028, 2030
  - No Change: Marijuana tax reduces 8% annually
  - No Change: No new grants or revenue sources included
  - Change: Added $2M to Open Space 2027 for BGV Fee in Lieu
  - Change: Utility Fund $6M loan 2030
  - Change: Added Excise Fund transfer to Marketing Fund $3.5M 2029/2030
  - Change: General Fund Nicotine Tax reduced by 20% in 2026, flat thereafter

- Personnel:
  - No Change: 4.5% merit average increase
  - No Change: No new FTE's
  - Change: Increased healthcare benefit cost to 5% growth versus 2%

- Expense:
  - Change: General Fund grows from $34.4 (2024) to $44.2M (2030)
  - No Change: Operating expenses assumes 5% inflation increase for each year
  - Change: Capital purchases (Capital, Utility, Golf, Garage, Facilities, Breck History) based on proformas
    - Estimated $5M CIP for 2030
  - Change: Housing 5-year plan based upon proforma
    - Added $5M Workforce Housing Unit 2026
    - Added $26M Runway (Assumes development of both Phase 1 and Phase 2)
    - Excise Fund loan will grow to $57M by 2030
  - Change: Excise Fund transfers to other funds as required
  - No Change: Childcare allocation from Excise Fund eliminated
  - No Change: Breck Create grows 4% annually (SPARK ends 2025)
  - No Change: Change in allocation logic for garage and facilities

- Restrictions:
  - No Change: 2 years of debt payments
  - No Change: 3 years of Capital Improvement Plan, estimated $22M each year
  - No Change: 4 months of General Fund operating expenses
  - No Change: Fixed Assets, Notes Payable, Housing Loans
  - No Change: Childcare expansion through 2030

TOWN OF BRECKENRIDGE
2025-2030 CASH FLOW

	2025 Budget	2025 Projection	2026	2027	2028	2029	2030
REVENUE (NET TRANSFERS)	137,461,930	138,880,471	133,160,055	133,271,799	131,701,354	133,151,597	139,369,836
CAPITAL EXPENSE (NET TRANSFERS)	(56,750,656)	(55,456,159)	(39,783,798)	(37,449,304)	(36,566,163)	(34,165,769)	(29,155,299)
OPERATING EXPENSE (NET TRANSFERS)	(100,665,998)	(102,022,856)	(98,986,431)	(102,915,979)	(108,252,247)	(111,892,828)	(116,743,155)
NET	**(19,954,724)**	**(18,598,544)**	**(5,610,175)**	**(7,093,483)**	**(13,117,056)**	**(12,907,000)**	**(6,528,618)**
CASH OUT							
EDAP (5 LOANS PER YEAR)	500,000	500,000	500,000	500,000	500,000	500,000	500,000
DEBT PRINCIPAL (WATER TREATMENT, GPTD #002)	2,791,105	2,791,105	2,840,971	2,885,016	2,930,060	2,952,170	2,952,170
CAPITAL LEASES (GOLF CARTS GPS #005)	54,237	54,237	55,000	55,000	55,000	55,000	55,000
CAPITAL LEASES (2019 2 BUSES)	42,250	42,250	44,411	46,684	49,072	51,583	51,583
CAPITAL LEASES (2023 3 BUSES)	63,375	63,375	66,617	70,026	73,608	77,374	77,374
	(3,450,967)	**(3,450,967)**	**(3,507,000)**	**(3,556,725)**	**(3,607,740)**	**(3,636,127)**	**(3,636,127)**
CASH IN							
NORDIC LOAN	36,000	36,000	36,000	36,000	36,000	36,000	36,000
EDAP LOAN	30,000	30,000	55,000	80,000	105,000	130,000	155,000
	66,000	**66,000**	**91,000**	**116,000**	**141,000**	**166,000**	**191,000**
CASH	**(23,339,691)**	**(21,983,511)**	**(9,026,175)**	**(10,534,208)**	**(16,583,796)**	**(16,377,127)**	**(9,973,745)**
CUMULATIVE	**(23,339,691)**	**(21,983,511)**	**(31,009,686)**	**(41,543,894)**	**(58,127,690)**	**(74,504,817)**	**(84,478,562)**
BEGINNING CASH BALANCE	165,188,414	177,170,572					
YEAR END CASH BALANCE	141,848,724	155,187,061	146,160,886	135,626,678	119,042,882	102,665,755	92,692,010
CHANDLER ASSET MANAGEMENT	81,000,428	81,000,428	81,000,428	81,000,428	81,000,428	81,000,428	81,000,428
COLOTRUST	39,187,986	39,187,986	39,187,986	39,187,986	39,187,986	39,187,986	39,187,986
1ST BANK OPERATING	21,660,309	34,998,647	25,972,472	15,438,264	(1,145,532)	(17,522,659)	(27,496,405)
	141,848,724	155,187,061	146,160,886	135,626,678	119,042,882	102,665,755	92,692,010
KPI: CASH TO OPEX = $135M (BALANCED BUDGET)	**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**
SURPLUS/DEFICIT	**6,848,724**	**20,187,061**	**11,160,886**	**626,678**	**(15,957,118)**	**(32,334,245)**	**(42,307,990)**
	105%	115%	108%	100%	88%	76%	69%
CIP Projects							
Blue River Pathways			1,000,000	1,000,000	1,000,000	1,000,000	
Pedestrian Lighting-Dark Sky Conversions		500,000	500,000	500,000	500,000		
Sidewalk Master Plan Implementation		250,000	250,000	250,000	250,000	250,000	
Housing Helps		1,500,000	2,577,000	2,577,000	2,577,000	2,577,000	2,577,000
Buy Downs		1,700,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Public Works Housing						4,000,000	3,000,000
Grandview Condos			5,000,000				
Runway					10,000,000	5,000,000	4,000,000
Garage-purchase diesel buses versus EV/Hybrid				1,000,000	1,000,000	1,000,000	1,000,000
CIP Projects Not Included							
Fiber			(1,600,000)	(1,600,000)	(1,600,000)	(1,600,000)	(1,600,000)
Rec Center Ballfield Pavilion			(2,000,000)				
E-Delivery Permanent Structure					(5,000,000)		
Transit Center							(5,000,000)
Facilities-Town Hall window replacement		(550,000)					
Facilities-Thermal Energy Network							
Utility-White Cloud pump station replacement		(200,000)					
Operational Potential		3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
TOTAL POTENTIAL SAVINGS		6,200,000	11,227,000	9,227,000	14,227,000	17,727,000	9,477,000
ADJUSTED YEAR END CASH BALANCE		161,387,061	163,587,886	162,280,678	159,923,882	161,273,755	160,777,010
ADJUSTED CUMULATIVE		**(15,783,511)**	**(13,582,686)**	**(14,889,894)**	**(17,246,690)**	**(15,896,817)**	**(16,393,562)**
KPI: CASH TO OPEX = $135M (BALANCED BUDGET)		**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**	**135,000,000**
SURPLUS/DEFICIT		**26,387,061**	**28,587,886**	**27,280,678**	**24,923,882**	**26,273,755**	**25,777,010**
		120%	121%	120%	118%	119%	119%

Memo

To: Town Council

From: Laurie Best - Housing Director

Date: 5/7/2025 (for 5/13/2025 work session)

Subject: Runway Neighborhood Developer Fee and Budget

Town Council Goals (Check all that apply)

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

Summary

The Council discussed the Runway Neighborhood Project Development Agreement (Agreement) in a work session on April 30th. It was originally scheduled for first reading on May 13th, however there were some questions during the work session and the first reading has been postponed to May 27th. The purpose of today's work session and executive session discussions is to provide Council with additional information and respond to the questions and concerns that were raised. Since April 30th, staff have worked with the Developer and with a third-party Consultant, Todd Goulding, to review the budget, fees, subsidy, etc. As a result, we have a slightly revised the draft budget and have some minor edits to the Agreement. We recommend an executive session to review the budget details and confidential information related to the budget and receive feedback for negotiations. If, after review and discussion, Council's concerns have been addressed, staff recommend moving forward with first reading of the Agreement on May 27th in preparation for a ground break for infrastructure this summer. The latest draft of the Agreement is attached in the event there are other issues the Council would like to discuss before this is presented for first reading. Below staff have provided background on a number of issues.

Runway Neighborhood Request for Qualifications (RFQ)

Staff began discussions with the Council in summer 2023 for the development of the Runway Neighborhood. Analysis of the site and potential opportunities began with the assistance of independent outside consultants, Eric Holt* and Todd Johnson*, and Norris Designs to determine the best use of the land through fit tests, while also exploring average construction costs and geothermal options. In March 2024, a Request for Qualifications (RFQ) was issued for a Development Partner. The decision to post an RFQ versus an RFP was based on the determination that the Town would not act as the Developer. When the Town acts as the Developer, we utilize an RFP process for a builder. In our current situation, where the Town is hiring a Developer, the Developer will conduct a bid process for a builder.

* Eric Holt; PHD and associate professor at Franklin L. Burns School of Real Estate and Construction Management
* Todd Johnson; Founder/President of Terra Forma Solutions; a firm that specializes in the full spectrum of real estate and land development projects from due diligence, risk management, cost and pro forma assistance.

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

The RFQ was intended to bring on a design/development company capable of rolling into development and construction if Council: 1) liked the plan, and 2) we could reach an agreement on pricing. Specifically, staff looked for a team to:

- Assist with pre-development services
- Master plan the project with Council and staff to determine:
    - An appropriate layout
    - Housing types
    - Unit counts
    - Price points
- Assist with budget, pricing, and financing options

The Town received ten proposals that were vetted by five staff members, Eric Holt, and Todd Johnson, based on:

- Experience with affordable housing and sustainability/net zero construction
- Team composition
- Creativity/innovation
- Local capacity

Four finalists were selected for interviews and ultimately Neighborhood Crafters, a team lead by Suzanne Allen Sabo, was rated the highest overall by a large margin and was selected for this project. The process to create a vision and plan for the property, along with completion of the entitlement process is nearly complete. The next step in the development of the neighborhood is to execute an Agreement formally establishing the terms for the construction of the neighborhood (housing types, unit count, schedule, fee, developer units, subsidy, budget, public improvements, and other Town and developer obligations). After the Agreement is executed, the Town can transfer ownership of the Phase 1 property to enable construction to proceed. This will only occur if the Project Budget and the Guaranteed Maximum Price (GMP) are acceptable.

Pausing to Conduct an RFP

Staff do not recommend that the Town be the Developer on a project of this size and, as such, there is not a scenario where we would be issuing an RFP for a builder. Staff intended for the selected Developer to conduct a process to select a builder. We are confident in the ability of Neighborhood Crafters to select a well vetted and competitively priced contractor, and to take our input into consideration when making that decision.

Third Party Consultant – Todd Goulding

Council requested that a third party review and provide feedback on the Agreement. We selected Todd Goulding of Goulding Development Advisors. Todd evaluated the Agreement to ensure overall best practices on transparency, application of developer fee percentage, and utilization of other firms owned by the Developer.

A written assessment of the agreement will be provided to Council in executive session, but in summary, the fees included in the Agreement are at or below market norms and the use of firms owned by the Developer is akin to completing a task "in house" and is common practice with Developers to allow for better than market pricing.

Competitive Pricing

As noted above, the Developer is responsible for selecting the builder and she will share the hard bids for horizontal/infrastructure and cost estimates for vertical from multiple builders, so Town staff is able to ask questions and ensure pricing is competitive. The budget presented today is still in draft form. It will be finalized for May 27th based on Council feedback regarding the Developer fee and based on the bids for infrastructure and the cost estimates for vertical construction that the developer is currently vetting.

Utilizing preliminary construction numbers that are based on Stables Village construction, staff find the following:

- Vertical cost is projected at $375/sf – well below the $450-482/sf price of other recent projects in Summit County (including Nellie's Neighborhood and Smith Ranch)

    - This cost is representative of the Neighborhood Crafter's relationships with subcontractors, the utilization of panelized construction, understanding and execution of net zero practices, and lessons learned during Stables Village construction.
- Soft costs (planning, design, fees, insurance, interest, etc.) represent about 11% of the total project which is less than the industry standard of 15-30%.
    - These reductions can be attributed to very low fees for design, architecture, and engineering (3% versus market standard of 6-9%) and less overhead due to the smaller size of the development firm.
- The total project cost will reflect the cost to build a new neighborhood which includes new cost roads, utilities, site work, fees, design, and other soft costs.
- Staff have reviewed the budget and cost projections internally and with our third party Consultant and believe we are getting the best pricing possible, especially considering the goals for this neighborhood (large single family homes and duplexes, low sale price points, highly sustainable, etc.).

Staff believe delaying or postponing the project will result in higher pricing. Staff are specifically concerned about price escalation and losing two infrastructure grants (totaling $3M) as much of that work must be completed by the end of next summer to be grant eligible.

Price per Unit
The preliminary budget estimates a vertical price per square foot of $375 with the units averaging 1,733 square feet. The rough estimate of cost per unit includes:

- $190,000 for infrastructure (compares to $230,000 at Stables)
- $100,000 for soft costs
- $650,000 for vertical construction
- $60,000 for net zero

The estimated cost per unit of $1,000,000 is due to the housing types, square footage of units, potential ADUs*, net zero construction and low density. It is important to note that the actual cost to the Town is less than $350,000 per unit, which is similar to what we see in our Buydown and Housing Helps initiatives, two of our most efficient ways to secure deed restricted units, though that pricing often results in smaller, older, less efficient units.

*Regarding ADU's, this cost accounts for units that are "ADU ready". Full build out of ADUs will add approximately $136,000 to each unit ($11K of which is for Upper Blue Sanitation)

Checks & Balances
As we have discussed, at this time, there is no commitment to Phase 2 (infrastructure or vertical construction), the Council may decide to roll into Phase 2 infrastructure if conditions are acceptable but have the option to pause or postpone indefinitely. To mitigate risk, staff support phasing the project and continuing to implement regular oversight processes throughout construction. This phased approach, including a wait-and-see approach to Phase 2, provides an incentive for the Developer to work with the Town to ensure the best pricing, and to exceed Town's expectations through the 81 unit build in Phase 1. The possibility of a future decision to move forward with Phase 2 provides an opportunity for Neighborhood Crafters to build an additional 67 units on this property, something they would like to move forward on together.

Prior to paying any infrastructure construction draws, staff currently reviews invoices to confirm that work has been completed prior to releasing any draw requests. Town staff also attend weekly meetings where the developer/owner, architects, engineers, and contractors review any items that could potentially impact cost or schedule. Due to the uncertainty in the market, we are recommending additional procedures to provide for more transparency and communication, specifically as Phase 1 infrastructure is proceeding, we have inserted several vertical price checks in the schedule to monitor any changes in the market (fall 2025 and Q1 2026). The Town and the developer would need to agree that major price escalation has not occurred before moving forward with any vertical construction

In addition to staff review of invoices, the developer will provide quarterly reports during vertical construction including construction cost reports to understand material fluctuation and soft costs throughout the project (staff will report regularly

to the Council on anything impacting schedule or cost). Once vertical construction is underway, Town staff will continue to receive weekly updates on the project. We believe these procedures will ensure appropriate oversight throughout the project.

Developer Fee
Details related to the Developer fee, which is a subject of negotiation, will be conducted in executive session. Staff would like to note that since the last Council meeting, we have had several conversations with both the Developer and our Consultant. As a result, we are proposing a revised fee structure to improve transparency, the inclusion of a savings incentive, and a decrease in the developer fee from 7% to 4% (industry standard is 4% to7%).

Public outreach/engagement
No changes to the initial plan.

Financial Implications
As noted, staff have made slight revisions to the budget draft. Shortly, staff will receive a GMP for Phase 1 infrastructure, as well as preliminary vertical construction numbers for Phase 1. Staff propose Council move forward with Phase 1 of two proposed construction phases. Phase 1 will have multiple sale phases. Phase 1 build out will take approximately four years. Staff expect a 6-7 year buildout if Phase 1 rolls into Phase 2. As noted, there will be several budget checks prior to launching any vertical construction which we believe minimizes the risk and could further reduce the Phase 1 subsidy should we defer the vertical development. The Finance Department cash flow report, which indicates the Town's financial well-being, demonstrates that the Town can absorb the funds necessary to produce phase one of the project.

The Town subsidy for Phase 1 would be approximately $33 million over the next four years to complete the infrastructure and vertical development of the first 81 units. Neighborhood Crafters is finalizing the GMP for the Phase 1 infrastructure and a Project Budget for Council approval prior to transfer of the land. These will be available for review at the first reading.

Equity Lens
No changes.

Staff Recommendation
We look forward to Council direction and will incorporate any updates in the final draft of the Agreement for your consideration on May 27th. Specifically,

- Is Council comfortable with the Developer fee as presented- 4%?
- Is Council comfortable moving forward with first reading on May 27th?
- Does Council have any additional feedback on the Agreement?

Runway Housing Project Development Agreement

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

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

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

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

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

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

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

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Commented [MB1]: needs to be the actual party to the PDA

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

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

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

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

2. Definitions.

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

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

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

d. "Budget" means the financial budget approved by Town Council for the construction of both horizontal and vertical improvements on the Property, which shall include the Town's financial contribution, Developer's warranty obligations, a 70-30 split of cost-savings achieved, and the agreed upon sale prices for the Development phase being constructed as set forth more fully in Section 9 below.

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"). As set forth in the PDA, Developer and the Infrastructure Developer shall be responsible for obtaining all required approvals for the Master Plan for this project through the Town of Breckenridge Development Review Process. The Master Plan is already in the development review process and it is anticipated that the Master Plan will be approved concurrently with the GMP Agreement, the Budget, and this Agreement.

4. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents. At this time, it is anticipated that the Development will have two construction phases, Phase I and Phase II. It is an essential element of this Agreement that Town affirmatively authorize the commencement of Phase II. Developer will be responsible for the construction of Phase I as set forth in the Planning Documents, but shall not be authorized to commence Phase II until the Town so directs. Authorization to commence Phase II shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each build Phase.

5. Number of Units. The total number of units allowed in Phase I and Phase II of the Development shall not exceed one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units.

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

7. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development. The amount of the funding must be mutually acceptable to the Town and the Developer and will be set forth in the Budget. The Budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The Budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the Budget or the Town and the Infrastructure Developer do not agree on the GMP Agreement, either Party may terminate this Agreement. If either Party or the Parties terminate this Agreement under this Section 7, the Town will provide payment for services and costs to date pursuant to the PDA and neither party shall have any further obligation to each other. Upon approval of the Budget and GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the Developer and the Infrastructure Developer by monthly draw based on percentage completion, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer and Infrastructure Developer. 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 the Town's financial contribution.

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

9. Transfer of Property. After execution of this Agreement, and after the Town has reviewed and approved the Budget and GMP Agreement, the Town shall transfer ownership of the portion of the Property described in **Exhibit A** associated with Phase I to Developer in accordance with the Phase I and Phase II Planning Documents, by special warranty deed to facilitate the timely financing, development, and sale of Phase I of the Project. The Phase II portion of the Property shall be transferred to Developer promptly upon the Town approving Phase II pursuant to Section 4 above. Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated with the closing agent. Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

10. Default. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim

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

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

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

12. Developer Employee Unit. The Parties shall agree upon two~~three~~ (2~~3~~) units that will be reserved for sale to Developer's and the Infrastructure Developer's contractors, subcontractors, employees of contractors and subcontractors ("Developer Employee"). One~~Two~~ (1~~2~~) unit~~s~~ in Phase I~~1~~ shall be reserved for purchase by a Developer Employee and one (1) unit in Phase II shall be so reserved. Developer Employee Units will be single family units and not duplex or townhome units. Developer Employees seeking to purchase one of the Developer Employee Units shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations.

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Commented [MB2]: Developer has asked for both units to be included in Phase I

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

14. Financing. Developer shall be solely responsible to procure financing for the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 26(b) herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not

timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

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

16. Developer Fee. Developer shall receive a ~~minimum~~ fee for the horizontal and vertical construction and the Infrastructure Developer shall receive a ~~minimum~~ fee for construction of the infrastructure in the amount of ~~7~~4.0% on all costs and expenses for the Development as set forth in the Budget, said fee~~profit~~ to exclude any percentage return for costs paid for or directly reimbursed by the Town. The final Developer Fee shall be as set forth in the Budget.

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

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

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

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

Commented [ML3]: Need to discuss with developer. Issues at Stables with lottery process delaying sale. Should not sit for three months with interested buyers.

Commented [MB4R3]: Town and SCHA will review lottery process to ensure there is not such a significant lag - developer can propose language specific to address their issue

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 a, 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 the Developer exercises its option to lease under subsection b, the Town has the discretion to either: i) permit Developer to lease the unit exempt from the established affordability requirements or ii) provide additional funding to offset the difference between the then established affordable rental rate and the mutually agreed to rental rate.

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

22. Public Improvements.

a. Guaranteed Maximum Price Proposal. 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 Public Improvement permits. The Parties agree to negotiate in good faith to enter into a construction agreement based on a Guaranteed Maximum Price.

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

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

23. Developer's Obligations.

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

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

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

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

e. ~~Financial~~ Check Points. The Developer shall provide regular status updates to the Town on a weekly or biweekly basis, through scheduled meetings and/or written reports, as mutually agreed. These updates shall, at a minimum, address progress on the ~~P~~project ~~milestones~~. In addition, the Developer shall provide quarterly reports that include updates on ~~P~~project costs, highlighting any fluctuations in construction expenses and significant soft cost items, such as insurance premiums and loan interest, and any other material information relevant to the development process.

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

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

26. Termination; Delay.

a. Termination by Town for cause. Town may terminate the services of the Developer, 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; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

i. The Developer is adjudged bankrupt or insolvent.
ii. The Developer makes a general assignment for the benefit of his creditors.
iii. A trustee or receiver is appointed for the Developer or for any of his property.
iv. The Developer files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
v. The Developer repeatedly fails to supply sufficiently skilled 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 for payment by the Town.

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This

action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The Developer shall be paid for all Development executed and any costs and expenses, including the Developer Fee incurred up until the date of termination, sustained due to the termination and Developer will present all final invoicing to the Town within thirty (30) days of Termination effective date.

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

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

d. Payment to Developer. 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 with termination in the event of termination under Section 26.c~~.~~. If the Agreement is terminated pursuant to Sections 26.b. or 26.c., and in the event Developer does not elect to resume work as relates to termination under Section 26.c., the Developer shall also be entitled to payment for the remaining Developer Fee 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 forth in this Section 26.

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

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

27. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents. As used in this Section, the term "fault" includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

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

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

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

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

vi. Town's officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or

termination executed by Town and Developer is binding upon Town's officers, employees, and insurers.

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

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

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

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

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

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

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

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

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

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

k. 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.

l. Resolution Of Disputes.

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

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

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

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

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

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

o~~n~~. Authority to Execute Documents. Upon approval of the Ordinance authorizing the Town's participation in this Agreement, the Town Manager shall be authorized to execute any document reasonably required by or related to this Agreement

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and the Project, including the authorization of and subordination of Encumbrances as set forth Section 16 above.

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

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

TOWN OF BRECKENRIDGE

_____
Shannon Haynes, Acting Town Manager

ATTEST:

_____
Helen Cospolich, Town Clerk

The Runway Neighborhood~~,~~, LLC, a Colorado limited liability company

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

By:_____
Suzanne Allen Sabo, Manager

Commented [MB5]: Note to insert additional signature block for both LLC's if needed

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(SEAL)

_____ Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Runway Neighborhood

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

AND

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

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

EXHIBIT C
Schedule

Summer 2025 – Phase One ground break for civil

Fall 2025 – Vertical Pricing check in

Q1 2026 – Final Vertical pricing approved

Summer 2026 – Start of Phase 1 Vertical Construction

Phase 2 civil work continues or paused*

Summer 2027 – Potential phase 2 civil work start*

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

Spring 2028 – Vertical construction Phase 2 start*

Winter 2029 – All phase 1 units closed

Winter 2030 – Closings of first units in Phase 2*

Winter 2031 – Development Completion*

Primary Town Expenditures will be 2025-2030

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