



TOWN OF
BRECKENRIDGE

Town Council Work Session
Tuesday, April 9, 2024, 3:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Login information is available in the calendar section of our website: www.townofbreckenridge.com. If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

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

Planning Commission Decisions

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

Code Updates to Policy 22A and Policy 48A Regarding Defensible Space (Second Reading)

BGV Development Agreement (Second Reading)

Entrada Annexation Ordinance (Second Reading)

Outdoor Watering Days (First Reading)

Demolition By Neglect Ordinance (First Reading)

Municipal Judge Appointment (Resolution)

III. MANAGERS REPORT (3:25-3:45pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing Update

Open Space Update

Committee Reports

Breckenridge Events Committee

Grants Update

Town Attorney Update

V. PLANNING MATTERS (3:45-5:00pm)

Arts & Culture Master Plan Scope of Work

Historic Sheds Grant Program

Fractional Ownership

VI. JOINT MEETING WITH BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION (5:00-6:00pm)

Cucumber Gulch Preserve

Multi-Year Trails Plan

Trail Use and Trail Etiquette

ADA Trails and Inclusivity

Laurium Trailhead Expansion



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: April 3, 2024
Subject: Planning Commission Decisions of the April 2, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, APRIL 2, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Franke Residence Remodel and Addition, 577 Broken Lance Drive, PL-2024-0060

A proposal to remodel and add a 499 sq. ft. addition to an existing duplex unit. *Approved.*

2. Beaver Run 2024 Summer Conference Tent, 620 Village Road, PL-2024-0067

A proposal to install a main tent (40'x100' = 4,000 sq. ft.), a food service/kitchen tent (20'x40' = 800 sq. ft.), an entryway tent (10'x10' = 100 sq. ft.) and a walkway/connector tent from main tent to the service/kitchen tent (10'x10' = 100 sq. ft.) for use during the summer only. The tent will provide additional space for on-site conferences and functions. This tent has been used previously with the same design and location. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



NOT TO SCALE



Beaver Run 2024 Summer
Conference Tent, 620
Village Rd.

Franke Residence
Remodel & Addition, 577
Broken Lance Drive

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the March 19, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the April 2, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comment.

CONSENT CALENDAR:

1. Franke Residence Remodel and Addition (SVC), 577 Broken Lance Drive, PL-2024-0060
2. Beaver Run 2024 Summer Conference Tent (SVC), 620 Village Rd., PL-2024-0067

Mr. Giller: How many more years will we see this application? (Mr. Kulick: We review it annually to ensure it meets temporary structure limitations regarding timing and property size. At the time this code section was written, it was thought that in the future a large temporary structure might be something that the Town would not want. We use the same application materials every year, and change the date in the report and conditions. The annual approval process may help in reminding the applicants to abide by the 150-day timeframe limit.)

Mr. Gerard: In the findings and conditions, there is one that specifies the requirement of a permit from Red, White, and Blue (RWB). (Mrs. Crump: For any temporary structure over 200 sq. ft. there is a requirement for a permit from RWB. They check for egress and safety if the tent will be occupied by people. I believe this is a requirement from the state level.) (Mr. Kulick: The permit also ensures the structure can withstand the wind load and other aspects of our climate.)

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

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:07 pm.

Mark Leas, Chair



Memo

To: Town Council
From: Clif Cross, Planner II
Date: April 3, 2024 (for meeting of April 9, 2024)
Subject: Second Reading: Defensible Space

In the packet is a Bill for Second Reading to amend *Policy 22A: Landscaping* and *Policy 48A: Voluntary Defensible Space*. Since First Reading there have been no changes to the proposed amendments. Staff finds the proposed amendments strike the balance between implementing defensible space while protecting the Town's scenic backdrop and community character. Staff supports the adoption of the Bill as drafted.

Staff will be available to answer questions at the meeting.

1 COUNCIL BILL NO. ____

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE AMENDING THE DEVELOPMENT CODE**
6 **TO CREATE DEFENSIBLE SPACE FOR MITIGATION OF WILDFIRE.**

7
8 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
9 **BRECKENRIDGE, COLORADO:**

10
11 **Section 1.** That a new definition be added to section 9-1-5, underlined to read
12 as follows:

13 DOWNTOWN CORE: A delineated land area of the Town established by the Downtown
14 Core Map located in Policy 22A and Policy 48A used to distinguish properties that
15 require additional consideration of the site in regard to the implementation of Defensible
16 Space.

17 **Section 2.** That beginning at subsection C., entitled Required Wildfire Mitigation,
18 of section 9-1-19-22A: Policy 22 (Absolute) Landscaping, the section be amended by
19 deleting the language stricken and adding the language underlined to read as follows:

20 C. Required Wildfire Mitigation:

21 1. The creation of defensible space around structures is required for all new
22 construction and for major remodels¹ that affect the exterior of a structure and/or a
23 structures footprint.

24 2. Properties that are located within the ~~conservation district~~, Downtown Core, and
25 those master planned properties with approved setbacks smaller than the setbacks
26 described in section 9-1-19-9A, "Policy 9 (Absolute) Placement Of Structures", of
27 this chapter, shall be given special consideration to allow for site buffers and
28 screening to be created ~~and~~, maintained, and protected while still meeting the intent
29 of reducing wildfire fuels.

30 3. The following standards shall apply to the creation of defensible space around a
31 structure:

1 a. The property shall be divided into ~~three (3)~~ four (4) zones shown in the table
 2 below. The zones shall measure from the eaves of the building or structure
 3 including attached structures or protrusions, such as a deck on the property.
 4 ~~Zone one shall be measured thirty feet (30') from the eaves of the building or~~
 5 ~~structure including attached structures or protrusions, such as a deck on the~~
 6 ~~property. Zone two shall be measured seventy five feet (75') or greater from the~~
 7 ~~eaves of the building or structure including attached structures or protrusions,~~
 8 ~~such as a deck on the property, depending on slope from the eaves of the~~
 9 ~~building or structure on the property, and shall exclude the portion of the~~
 10 ~~property located within zone one. Zone three shall extend beyond zone two to~~
 11 ~~the property boundary.~~

<u>Zone</u>	<u>Distance</u>
<u>Immediate Zone</u>	<u>0' to 5'</u>
<u>Intermediate Zone</u>	<u>5' to 30'</u>
<u>Extended Zone 1</u>	<u>30' to 60'</u>
<u>Extended Zone 2</u>	<u>60' and greater</u>

12

13 b. Except as may be required to comply with the requirements of title [5](#),

14 chapter [11](#) of this code concerning mountain pine beetle infested trees, no

15 portion of any property may be "clear cut" in order to achieve defensible space.

16 c. Except as may be required to comply with the requirements of title [5](#),

17 chapter [11](#) of this code concerning mountain pine beetle infested trees, no more

18 trees shall be allowed to be removed than are necessary in order for the

19 landowner to create defensible space around his or her property.

20 d. Both the horizontal clearance between aerial fuels, such as the outside edge

21 of the tree crowns or high brush, as well as the vertical clearance between lower

1 limbs of aerial fuels and the nearest surface fuels and grass/weeds, shall be
2 considered when determining compliance with the defensible space
3 requirements of this policy.

4 e. Each property shall be reviewed individually, and the location and other
5 physical characteristics of the property shall be considered. Without limiting the
6 generality of the preceding provisions, the planning commission shall consider
7 the property's proximity to a roadway, parking lot, and other similar areas that
8 create fuel firebreaks. Similarly, large tracts of open space and forest service
9 land that may require larger buffers shall be considered.

10 4. Immediate Zone: The following specific standards apply to the creation of
11 defensible space within the immediate zone ~~one~~ (0-5'):

12 a. All dead and diseased trees, shrubs, and other landscaping materials shall
13 be removed.

14 b. All vegetation and combustible and flammable material shall be removed
15 from under all eaves, decks, and other architectural features. This includes, but is
16 not limited to, mulch, combustible ground debris, flammable plants, leaf and needle
17 clutter, and firewood piles.

18 c. All grasses and ground cover shall be kept under six inches (6") in height;
19 provided, however, plantings in irrigated planting beds, wildflowers or native grasses
20 may exceed six inches (6") during the time the irrigation system is operable only. All
21 plantings in irrigated planting beds must be cut when the irrigation system in no
22 longer operable.

23 d. All flammable vegetation, such as trees and shrubs, shall be removed from the
24 first five feet (5') extending from the edge of the structure, eaves, decks, and other
25 architectural features, however, properties defined by 9-1-19-22A(C)(2) shall be
26 given special consideration to allow for site buffers and screening to be created,
27 maintained, and protected while still meeting the intent of reducing wildfire fuels.

1 e. Additional Firewise landscaping material is encouraged and may be authorized
2 by the development permit.

3 5. Intermediate Zone: The following specific standards apply to the creation of
4 defensible space within the intermediate zone (5' -30'):

5 a. Healthy trees, shrubs, and other landscaping materials that provide visual
6 buffers shall be preserved if they are well spaced so as to reduce the risk of a
7 fire spreading to other vegetation or structures, but shall be pruned to remove
8 dead branches.

9 b. Healthy trees, shrubs, and other landscaping material required by an
10 existing approved landscape plan shall be preserved if they are well spaced so
11 as to reduce the risk of a fire spreading to other vegetation or structures, but
12 shall be pruned to remove dead branches.

13 c. Other healthy firewise trees, shrubs, and other landscaping material shall be
14 preserved if they are well spaced so as to reduce the risk of a fire spreading to
15 other vegetation or structures, but shall be pruned to remove dead branches.

16 d. Irrigated trees, shrubs, and other landscaping material may be preserved if
17 they are pruned to remove dead branches and well spaced to reduce the risk of
18 a fire spreading to other vegetation or structures.

19 e. All dead and diseased trees, shrubs, and other landscaping material shall
20 be removed.

21 ~~f. All vegetation and combustible material shall be removed from under all~~
22 ~~eaves and decks.~~

23 g. All leaf clutter, dead branches, and dead standing trees shall be removed
24 from the property. Dead branches on living trees shall be trimmed to a minimum
25 height of six feet (6') and a maximum height of ten feet (10') above the ground.

26 ~~hg. All grasses and ground cover shall be kept under six inches (6") in height.~~

1 ~~Exception: Plantings located in an irrigated planting bed, and wildflowers or~~
2 ~~native grasses; however, wildflowers and native grasses shall be cut back to~~
3 ~~under six inches (6") in height in the fall of each year once they go to seed. All~~
4 grasses and ground cover shall be kept under six inches (6") in height;
5 provided, however, plantings in irrigated planting beds, wildflowers or native
6 grasses may exceed six inches (6") during the time the irrigation system is
7 operable only. All plantings in irrigated planting beds must be cut when the
8 irrigation system is no longer operable.

9 h. All leaf and needle clutter and combustible ground debris shall be removed.
10 Mulch within landscape beds that are irrigated may be maintained at a
11 maximum depth of three inches (3").

12 ii. All firewood shall be removed unless covered by a canvas tarp, or as
13 approved by the fire district.

14 56. Extended Zone One: The following specific standards apply to the creation of
15 defensible space within the extended zone two-one (30'-60'):

16 a. Healthy trees, shrubs, and other landscaping material required by an
17 approved landscape plan shall be preserved.

18 b. Healthy trees, shrubs, and other landscaping material that provide visual
19 buffers shall be preserved if they are well spaced so as to reduce the risk of a
20 fire spreading to other vegetation or structures, but shall be pruned to remove
21 dead branches.

22 c. Other healthy firewise trees, shrubs, and other landscaping material shall be
23 preserved if they are well spaced so as to reduce the risk of a fire spreading to
24 other vegetation or structures, but shall be pruned to remove dead branches.

25 d. Irrigated trees, shrubs and other landscaping material may be preserved if
26 they are pruned to remove dead branches and are well spaced to reduce the
27 risk of a fire spreading to other vegetation or structures.

1 e. All dead and diseased trees, shrubs, and other landscaping material shall
2 be removed. However, one snag per acre may be preserved for wildlife habitat if
3 it is well spaced to avoid the spread of fire to other vegetation or structures.

4 f. Trees shall be thinned to open up crown spacing to a minimum of ~~ten~~ twelve
5 feet (102') between the widest portion of individual crowns of the trees.

6 g. Groups of trees with a minimum of ~~ten~~ twelve feet (102') between the edges
7 of the widest portions of crowns of each grouping shall be preserved to allow
8 buffers to remain and to prevent wind throw.

9 h. Firewood may be maintained if an adequate buffer around the firewood is
10 determined to exist by the fire district.

11 67. Extended Zone Two: The following specific standards apply to the creation of
12 defensible space within the extended zone three two (60' and greater):

13 a. All dead and diseased trees, shrubs, and other landscaping material shall
14 be removed. However, one snag per acre may be preserved for wildlife habitat if
15 it is well spaced to avoid the spread of fire to other vegetation or structures.

16 78. New landscaping installed on a property shall comply with the requirements of
17 subsections C(4), C(5) ~~and~~, C(6), and C(7) of this section.

18 9. The director has the authority from time to time to adopt, amend, alter and repeal
19 administrative rules and regulations as necessary for the proper administration of
20 this policy. Such regulations shall be adopted in accordance with the procedures
21 established by title 1, chapter 18 of this code. The director's administrative rules
22 may include, without limitation, spacing guidelines for trees, shrubs, and other
23 vegetation and, if adopted, shall provide that the allowed distances between
24 vegetation will depend on slopes, vegetation size, vegetation type (trees, shrubs,
25 grass), and other fuel characteristics (including, but not limited to, fuel compaction
26 and chemical content). In the event there is a conflict between these rules and
27 regulations and the ordinance, the ordinance shall control.

1 10. Trees, shrubs, and other landscaping authorized by the director to be removed
2 by the landowner in order to achieve the required defensible space shall be clearly
3 identified in the field and photographed or located by global positioning satellite
4 software by the director.

5 11. Prior to issuing a development permit authorizing the creation of defensible
6 space Town staff shall conduct a physical inspection of each building, structure, or
7 property that is the subject of the application.

8 12. Downtown Core Map

9 Properties that have been identified within the Downtown Core Map feature different
10 fire risk characteristics compared to areas outside of the commercial core. Due to
11 the existing tight urban development pattern and character defining aesthetics
12 encompassed by the National Register Historic District, further consideration must
13 be given to best comply with the intent of the standards outlined above. For
14 example, a limited number of plantings within the Immediate Zone would be able to
15 be installed, maintained, and preserved within this delineated area.

16 **Section 3.** That beginning at subsection C. of section 9-1-19-48A: Policy 48
17 (Absolute) Voluntary Defensible Space, the code be amended by deleting the language
18 stricken and adding the language underlined to read as follows:
19

20 C. Properties that are located within the Downtown Core, and those master
21 planned properties with approved setbacks smaller than the setbacks described in
22 section [9-1-19-9A](#), "Policy 9 (Absolute) Placement Of Structures", of this chapter,
23 shall be given special consideration to allow for site buffers and screening to be
24 created, maintained, and protected while still meeting the intent of reducing wildfire
25 fuels.

26 D. The following standards shall apply to an application for the voluntary creation of
27 defensible space:

1 1. The property shall be divided into ~~three~~ four (34) zones shown in the table
 2 below. The zones shall measure from the eaves of the building or structure
 3 including attached structures or protrusions, such as a deck on the property. Zone
 4 one shall be measured thirty feet (30') from the eaves of the building or structure
 5 including attached structures or protrusions, such as a deck on the property. Zone
 6 two shall be measured seventy five feet (75') or greater from the eaves of the
 7 building or structure including attached structures or protrusions, such as a deck on
 8 the property, depending on slope from the eaves of the building or structure on the
 9 property, and shall exclude the portion of the property located within zone one. Zone
 10 three shall extend beyond zone two to the property boundary.

<u>Zone</u>	<u>Distance</u>
<u>Immediate Zone</u>	<u>0' to 5'</u>
<u>Intermediate Zone</u>	<u>5' to 30'</u>
<u>Extended Zone 1</u>	<u>30' to 60'</u>
<u>Extended Zone 2</u>	<u>60' and greater</u>

- 11
- 12 2. Except as may be required to comply with the requirements of title [5](#), chapter [11](#)
 13 of this code concerning mountain pine beetle infested trees, no portion of any
 14 property may be "clear cut" in order to achieve defensible space.
- 15 3. Except as may be required to comply with the requirements of title [5](#), chapter [11](#)
 16 of this code concerning mountain pine beetle infested trees, no more trees shall be
 17 allowed to be removed than are necessary in order for the landowner to create
 18 defensible space around his or her property.
- 19 4. In reviewing an application for the voluntary creation of defensible space the
 20 director shall consider both the horizontal clearance between aerial fuels, such as
 21 the outside edge of the tree crowns or high brush, as well as the vertical clearance
 22 between lower limbs of aerial fuels and the nearest surface fuels and grass/weeds.
- 23 5. Each property that is the subject of an application for the voluntary creation of
 24 defensible space shall be reviewed individually, and the location and other physical
 25 characteristics of the property shall be considered. Without limiting the generality of

1 the preceding provisions, the director shall consider the property's proximity to a
2 roadway, parking lot, and other similar areas that create fuel firebreaks. Similarly,
3 large tracts of open space and forest service land that may require larger buffers
4 shall be considered.

5 DE. Immediate Zone: The following specific standards apply to the creation of
6 defensible space within the Immediate zone one (0'-5'):

7 1. All dead and diseased trees, shrubs, and other landscaping materials shall be
8 removed.

9 2. All vegetation and combustible and flammable material shall be removed from
10 under all eaves, decks, and other architectural features. This includes, but is not
11 limited to, mulch, combustible ground debris, flammable plants, leaf and needle
12 clutter, and firewood piles.

13 3. All grasses and ground cover shall be kept under six inches (6") in height;
14 provided, however, plantings in irrigated planting beds, wildflowers or native
15 grasses may exceed six inches (6") during the time the irrigation system is
16 operable only. All plantings in irrigated planting beds must be cut when the
17 irrigation system is no longer operable.

18 4. All flammable vegetation, such as trees and shrubs, shall be removed from the
19 first five feet (5') extending from the edge of the structure, eaves, decks, and
20 other architectural features, however, properties defined by 9-1-19-22A(C)(2)
21 shall be given special consideration to allow for site buffers and screening to be
22 created, maintained, and protected while still meeting the intent of reducing
23 wildfire fuels.

24 5. Additional firewise landscaping material is encouraged and may be authorized
25 by the development permit.

26 6. To prevent fire spreading by coming in direct contact with structures, a non-
27 combustible, horizontal layer, known as a rock dripline, may be implemented.
28 The follow specific standards apply:

29 a. Properties located within the Downtown Core:

1 A. It is encouraged that structures implement a horizontal clearance
2 area starting at the structure's siding and extending the distance of
3 the eave overhang, or a maximum of three feet (3') to reduce
4 structural ignitability. The clearance area should utilize non-
5 combustible material, such as rock, gravel, sand, cement, or
6 stone/concrete pavers.

7 b. Properties located outside of the Downtown Core

8 A. It is encouraged that structures implement a horizontal clearance
9 area starting at the structure's siding and extending the distance of
10 the eave overhang, or a maximum of five feet (5') to reduce
11 structural ignitability. The clearance area should utilize non-
12 combustible material, such as rock, gravel, sand, cement, or
13 stone/concrete pavers.

14 F. Intermediate Zone: The following specific standards apply to the create of
15 defensible space within the Intermediate zone (5'-30'):

16 1. Healthy trees, shrubs, and other landscaping materials that provide visual
17 buffers shall be preserved if they are well spaced so as to reduce the risk of a fire
18 spreading to other vegetation or structures, but shall be pruned to remove dead
19 branches.

20 2. Healthy trees, shrubs, and other landscaping material required by a town
21 approved landscape plan shall be preserved if they are well spaced so as to reduce
22 the risk of a fire spreading to other vegetation or structures, but shall be pruned to
23 remove dead branches.

24 3. Other healthy firewise trees, shrubs, and other landscaping material shall be
25 preserved if they are well spaced so as to reduce the risk of a fire spreading to other
26 vegetation or structures, but shall be pruned to remove dead branches.

27 4. Irrigated trees, shrubs, and other landscaping material may be preserved if they
28 are pruned to remove dead branches and well spaced to reduce the risk of a fire
29 spreading to other vegetation or structures.

30 5. All dead and diseased trees, shrubs, and other landscaping material shall be
31 removed.

1 ~~6. All vegetation and combustible material shall be removed from under all eaves~~
2 ~~and decks.~~

3 7. All leaf clutter, dead branches, and dead standing trees shall be removed from
4 the property. Dead branches on living trees shall be trimmed to a minimum height of
5 six feet (6') and a maximum height of ten feet (10') above the ground.

6 ~~87. All grasses and ground cover shall be kept under six inches (6") in height.~~

7 ~~Exception: Plantings located in an irrigated planting bed, and wildflowers or native~~
8 ~~grasses; however, wildflowers and native grasses shall be cut back to under six~~
9 ~~inches (6") in height in the fall of each year once they go to seed. All grasses and~~
10 ~~ground cover shall be kept under six inches (6") in height; provided, however,~~
11 ~~plantings in irrigated planting beds, wildflowers or native grasses may exceed six~~
12 ~~inches (6") during the time the irrigation system is operable only. All plantings in~~
13 ~~irrigated planting beds must be cut when the irrigation system is no longer operable.~~

14 ~~98. All leaf and needle clutter and combustible ground debris shall be removed.~~
15 ~~Mulch within landscape beds that are irrigated may be maintained at a maximum~~
16 ~~depth of three inches (3").~~

17 ~~109. All firewood shall be removed unless covered by a canvas tarp, or as~~
18 ~~approved by the fire district.~~

19 ~~140. Additional firewise landscaping material is encouraged and may be~~
20 ~~authorized by the development permit.~~

21 ~~EG. Extended Zone One: The following specific standards apply to the creation of~~
22 ~~defensible space within the extended zone two one (0'-5'30'-60'):~~

23 1. Healthy trees, shrubs, and other landscaping material required by a town
24 approved landscape plan shall be preserved.

25 2. Healthy trees, shrubs, and other landscaping material that provide visual buffers
26 shall be preserved if they are well spaced so as to reduce the risk of a fire spreading
27 to other vegetation or structures, but shall be pruned to remove dead branches.

28 3. Other healthy firewise trees, shrubs, and other landscaping material shall be
29 preserved if they are well spaced so as to reduce the risk of a fire spreading to other
30 vegetation or structures, but shall be pruned to remove dead branches.

1 4. Irrigated trees, shrubs and other landscaping material may be preserved if they
2 are pruned to remove dead branches and are well spaced to reduce the risk of a fire
3 spreading to other vegetation or structures.

4 5. All dead and diseased trees, shrubs, and other landscaping material shall be
5 removed. However, one snag per acre may be preserved for wildlife habitat if it is
6 well spaced to avoid the spread of fire to other vegetation or structures.

7 6. Trees shall be thinned to open up crown spacing to a minimum of ~~ten~~ twelve
8 feet (~~10~~12') between the widest portion of individual crowns of the trees.

9 7. Groups of trees with a minimum of ~~ten~~ twelve feet (~~10~~12') between the edges of
10 the widest portions of crowns of each grouping shall be preserved to allow buffers to
11 remain and to prevent wind throw.

12 8. Firewood may be maintained if an adequate buffer around the firewood is
13 determined to exist by the fire district.

14 9. Additional firewise landscaping material is encouraged and may be authorized
15 by the development permit.

16 FH. Extended Zone Two: The following specific standards apply to the creation of
17 defensible space within the Extended zone three two (60' and greater):

18 1. All dead and diseased trees, shrubs, and other landscaping material shall be
19 removed. However, one snag per acre may be preserved for wildlife habitat if it is
20 well spaced to avoid the spread of fire to other vegetation or structures.

21 2. Additional firewise landscaping material is encouraged and may be authorized
22 by the development permit.

23 G. The director has the authority from time to time to adopt, amend, alter and repeal
24 administrative rules and regulations as necessary for the proper administration of this
25 policy. Such regulations shall be adopted in accordance with the procedures
26 established by title 1, chapter 18 of this code. The director's administrative rules may
27 include, without limitation, spacing guidelines for trees, shrubs, and other vegetation
28 and, if adopted, shall provide that the allowed distances between vegetation will depend
29 on slopes, vegetation size, vegetation type (trees, shrubs, grass), and other fuel
30 characteristics (including, but not limited to, fuel compaction and chemical content). In

1 the event there is a conflict between these rules and regulations and the ordinance, the
2 ordinance shall control.

3 ~~H. For the purpose of attempting to make certain that tree removal contractors working~~
4 ~~within the town are familiar with the goals of this policy, but not to regulate the means,~~
5 ~~methods, training, equipment, or business practices of tree removal contractors, the~~
6 ~~director shall maintain a list of town approved tree removal contractors. The town makes~~
7 ~~no guarantees or representations whatsoever concerning the qualifications, experience,~~
8 ~~ability, competence, or business practices of any town approved tree removal~~
9 ~~contractor. The town has no liability to any person with respect to the work or business~~
10 ~~practices of a town approved tree removal contractor, and no action at law or in equity~~
11 ~~shall lie against the town as a result of a person being placed on or removed from the~~
12 ~~director's list of town approved tree removal contractors. The director may provide in his~~
13 ~~rules and regulations for the removal of a contractor from the list of town approved~~
14 ~~contractors.~~

15 ~~I. Trees, shrubs, and other landscaping authorized by the director to be voluntarily~~
16 ~~removed by the landowner in order to achieve the required defensible space shall be~~
17 ~~clearly identified in the field and photographed or located by global positioning satellite~~
18 ~~software by the director.~~

19 ~~J. The fire district may assist the director in administering this policy if authorized by~~
20 ~~an intergovernmental agreement with the town. The intergovernmental agreement shall~~
21 ~~be consistent with the provisions of this policy Development Code. All personnel~~
22 ~~involved in the enforcement of this policy shall be trained by the director to make sure~~
23 ~~that they are aware of the town's goals of preserving buffers and required landscape~~
24 ~~materials while creating defensible space.~~

25 L. Downtown Core Map

26 Properties that have been identified within the Downtown Core Map feature different fire
27 risk characteristics compared to areas outside of the commercial core. Due to the
28 existing tight urban development pattern and character defining aesthetics
29 encompassed by the National Register Historic District, further consideration must be
30 given to best comply with the intent of the standards outlined above. For example, a
31 limited number of plantings within the Immediate Zone would be able to be installed,
32 maintained, and preserved within this delineated area.

1 **Section 4.** This ordinance shall be published and become effective as provided
2 by Section 5.9 of the Breckenridge Town Charter.

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

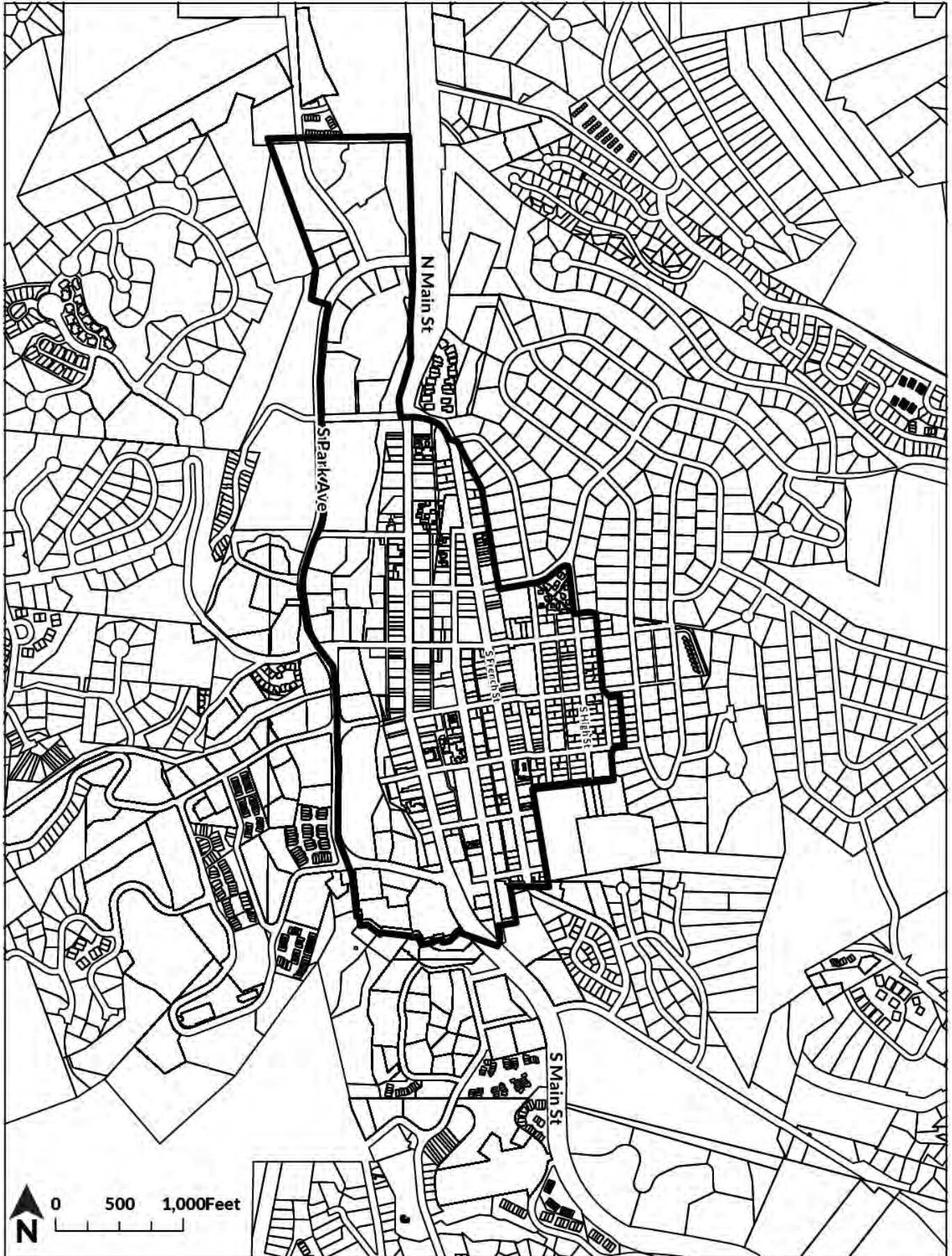
8
9 TOWN OF BRECKENRIDGE, a Colorado
10 municipal corporation

11
12
13
14 By: _____
15 Kelly Owens, Mayor Pro Tem

16
17 ATTEST:
18
19
20
21 _____
22 Helen Cospolich, CMC,
23 Town Clerk

24
25 ATTEST:
26
27
28

Downtown Core Map





Memo

To: Town Council
From: Planning Staff
Date: April 3, 2024, for the meeting of April 9, 2024
Subject: BGV Peak 8/ Gold Rush Lot Draft Development Agreement (Second Reading)

Included in the packet is a Development Agreement for Second Reading for the Peak 8/ Gold Rush Lots/ Entrada Sites, collectively Parcels 1-7. Since First Reading, there have been no changes to the Development Agreement. Town staff, representing the Planning, Engineering, and Housing Divisions, find the proposed Development Agreement consistent with the direction of the thirteen previous worksessions held between June 2023 and March 2024 and supports its adoption as drafted.

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

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND GONDOLA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY (“GONDOLA PROPERTIES”), BGV PARTNERS ENTRADA LLC, A COLORADO LIMITED LIABILITY COMPANY (“BGV ENTRADA”); VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (“VSRI”); AND LC BRECKENRIDGE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LC BRECKENRIDGE”).

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

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

A. Gondola Properties is the owner of real property in the Town legally described below and in Exhibit 1 (“**Parcel 1**”).

LOT 4, GONDOLA LOTS, FILING NO. 2 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319752, COUNTY OF SUMMIT, STATE OF COLORADO.

B. VSRI is the owner of real property in the Town legally described below and in Exhibit 2 (“**Parcel 2**”).

LOT 1B, BLOCK 4, A RESUBDIVISION OF LOT 1, BLOCK 4, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED & TRACT Q, SHOCK HILL SUBDIVISION, ACCORDING TO THE PLAT FILED NOVEMBER 30, 2005 UNDER RECEPTION NO. 807735 COUNTY OF SUMMIT, STATE OF COLORADO.

C. Gondola Properties is the owner of real property in the Town legally described below and in Exhibit 3 (“**Parcel 3**”).

LOT 1 AND LOT 3, GONDOLA LOTS, FILING NO. 1 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319751, COUNTY OF SUMMIT, STATE OF COLORADO.

D. LC Breckenridge is the is the owner of real property in the Town legally described below and in Exhibit 4 (“**Parcel 4**”).

LOT 4, FOURTH RESUBDIVISION THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2018 UNDER RECEPTION NO. 1187721,COUNTY OF SUMMIT, STATE OF COLORADO.

1 E. VSRI is the owner of real property in the Town legally described below
2 and in Exhibit 5 ("Parcel 5").
3

4 A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF
5 TRACT C, PEAK 8 SUBDIVISION FILING No. 1 IN SECTION 1, T7S, R78W
6 AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY,
7 COLORADO.

8 SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
9 BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, PEAK 8
10 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT
11 COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721,
12 THENCE ALONG THE EAST LINE OF SAID REMAINDER OF TRACT C
13 S05°36'59"W, 348.85 FEET, THENCE ALONG THE FOLLOWING THREE (3)
14 COURSES AND DISTANCES:

- 15 1. S81°32'31"W, 37.65 FEET S81°32'31"W, 37.65 FEET
- 16 2. N22°54'12"W, 407.45 FEET N22°54'12"W, 407.45 FEET
- 17 3. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.
- 18 S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.
- 19

20 F. VSRI is the owner of real property in the Town legally described below
21 and in Exhibit 6 ("Parcel 6").
22

23 A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF
24 TRACT C, PEAK 8 SUBDIVISION FILING No. 1, A PORTION OF THE ADA
25 PLACER (MS 13744) AND A PORTION OF THE TYRA PLACER (MS 13343),
26 IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M.,
27 SUMMIT COUNTY, COLORADO. SAID PARCEL BEING MORE
28 PARTICULARLY DESCRIBED AS FOLLOWS:

29 BEGINNING AT THE SOUTHEAST CORNER OF TRACT C, PEAK 8
30 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT
31 COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721,
32 THENCE ALONG THE SOUTH LINE OF TIMBER TRAIL SUB. RECORDED
33 UNDER REC. No. 730224 AND FILED IN THE OFFICE OF THE SUMMIT
34 COUNTY CLERK AND RECORDER THE FOLLOWING THREE (3) COURSES
35 AND DISTANCES:

- 36 1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET
- 37 2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET
- 38 3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,
39 THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING TEN (10)
40 COURSES AND DISTANCES:
41 1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET
42 2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
43 RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO
44 THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF
45 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.
46 3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET
47 4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET
48 5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET
49 6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET

1 7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET
2 8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET
3 9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET
4 10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID
5 TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF
6 SAID TRACT C.
7 THENCE ALONG SAID EAST LINE S26°38'02"E, 255.76 FEET BACK TO THE
8 POINT OF BEGINNING.
9

10 G. BGV Entrada is the owner of real property in Summit County (the "County")
11 legally described below and in Exhibit 7 ("Parcel 7").
12

13 **TRACT A2, A REPLAT OF LOTS A1, B1 AND C, ENTRADA AT**
14 **BRECKENRIDGE, ACCORDING TO THE PLAT FILED JULY 24, 2017 UNDER**
15 **RECEPTION NO. 1146781, COUNTY OF SUMMIT, STATE OF COLORADO.**
16

17 H. The owners of Parcels 1, 2, 3, 4, 5, 6, and, 7 (collectively the "Properties") have
18 completed an application and all required submittals for a development agreement, had
19 preliminary discussions of the application and the term of this proposed development
20 agreement, and the Town has determined that it should commence proceedings for the
21 approval of this Development Agreement.

22 I. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the
23 authority to enter into a development agreement.

24 J. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density
25 from one lot or parcel within the Town to another lot or parcel within the Town may be approved
26 by the Town Council only in connection with the approval of a development agreement and,
27 therefore, a development agreement provides a means for such an approval and transfer.

28 K. The Town Council finds, determines, and declares that it has the power to adopt
29 this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the
30 Colorado Constitution and the powers contained in the Breckenridge Town Charter.
31

32 L. The Town Council finds, determines, and declares that this ordinance is
33 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
34 improve the order, comfort, and convenience of the Town of Breckenridge and the inhabitants
35 thereof.
36

37 **Section 2.** The Town Council of the Town of Breckenridge hereby approves the
38 Development Agreement, **Att. A** and **Exs. 1** through 11, attached hereto and incorporated by
39 reference.
40

41 **Section 3.** The Development Agreement shall contain a notice in the form provided in
42 Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance with the
43 requirements of Section 9-9-13 of the Breckenridge Town Code shall be published by the Town
44 Clerk one time in a newspaper of general circulation in the Town within fourteen days after the
45 adoption of this ordinance. Such notice shall satisfy the requirement of Section 24-68-103,
46 C.R.S.
47

1
2 **Section 4.** This ordinance shall be published and become effective as provided by
3 Section 5.9 of the Breckenridge Town Charter.

4
5 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
6 PUBLISHED IN FULL this 26th day of March 2024.

7
8 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON
9 THE TOWN'S WEBSITE this 9th day of April, 2024. A copy of this Ordinance is available for
10 inspection in the office of the Town Clerk.

11
12
13
14 : TOWN OF BRECKENRIDGE

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

Kelly Owens, Mayor Pro Tem

20
21
22 APPROVED IN FORM

23
24 _____
25 Town Attorney

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 202__, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), GONDOLA PROPERTIES, LLC, a Colorado limited liability company (“**Gondola Properties**”), BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”); Vail Summit Resorts, Inc., a Colorado corporation (“**VSRI**”); and LC Breckenridge Holdco, LLC, a Delaware limited liability company (“**LC Breckenridge**”). The Town, Gondola Properties, BGV Entrada, VSRI, and LC Breckenridge may collectively be referred to herein as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. Gondola Properties is the owner of real property in the Town legally described in Exhibit 1 (“**Parcel 1**”).

B. VSRI is the owner of real property in the Town legally described in Exhibit 2 (“**Parcel 2**”).

C. Gondola Properties is the owner of real property in the Town legally described in Exhibit 3 (“**Parcel 3**”).

D. LC Breckenridge is the is the owner of real property in the Town legally described in Exhibit 4 (“**Parcel 4**”).

E. VSRI is the owner of real property in the Town legally described in Exhibit 5 (“**Parcel 5**”).

F. VSRI is the owner of real property in the Town legally described in Exhibit 6 (“**Parcel 6**” and collectively with Parcels 1, 2, 3, 4, and 5, the “**Properties**,” each individually a “**Property**”).

G. BGV Entrada is the owner of real property in Summit County (the “**County**”) legally described in Exhibit 7 (“**Parcel 7**”).

H. Parcels 1, 2, and 3 are subject to and controlled by the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (the “**Gondola Lot Master Plan**”).

I. Parcels 4, 5, and 6 are subject to and controlled by the Eighth Amendment to the Amended Peak 7 & 8 Master Plan PL-2018-0546 (an amendment to PERMIT #2000155) (the “**Peak 7 & 8 Master Plan**”).

J. The current “**Density**” as that term is used in Section 9-1-19-3A of the Breckenridge Town Code (the “**Town Code**”) and reflected as “**SFEs**” as that term is defined in

Section 9-1-5 of the Town Code, existing in the Gondola Lot Master Plan, the Peak 7 & 8 Master Plan, and Parcel 7 is as follows:

- (1) Gondola Lot Master Plan: 143.0 SFEs;
- (2) Peak 7 & 8 Master Plan: 145.8 SFEs; and
- (3) Parcel 7 (Per Land Use District 5): 14.2 SFEs.

K. BGV Entrada has submitted a petition for annexation to annex Parcel 7 (the “**Annexation**”), and upon the annexation of Parcel 7, BGV Entrada and the Town anticipate setting the terms of the Annexation and the development of Parcel 7 by separate agreement.

L. The Parties desire to articulate a comprehensive and coordinated approach to guide the Properties’ use and development.

M. To that end, the Parties further desire to provide for the following general plan of development for the Properties (collectively, the “**Project**”):

(1) With respect to Parcel 1: To preserve the existing parking lot and improve it with limited grading, drainage and water quality, lighting, and landscaping improvements, and to confirm that the historic, 610 parking-space capacity for winter recreational visitors will be credited toward the 1,560 spaces required under that certain Parking Agreement dated November 11, 2003 and recorded on June 29, 2004 in the records of the Summit County Clerk and Recorder (the “**Records**”) at Reception No. 760358 (the “**Parking Agreement**”) irrespective of any reductions resulting from grading, drainage and water quality, lighting, and landscaping improvements or roundabout improvements, on the understanding that a parking attendant will be provided during the winter recreational season to ensure effective parking utilization;

(2) With respect to Parcel 2: To establish a site for employee housing, on privately owned property, as well as the provision of a minimum of 400 parking spaces, as a continuation of historical use of Parcel 2 for overflow parking, plus any required parking for approved employee housing, for winter recreational visitors that will be credited toward the 1,560 spaces required under the Parking Agreement;

(3) With respect to Parcel 3: To allow up to sixteen (16) duplex units distributed in eight (8) buildings;

(4) With respect to Parcel 4: To provide for development of condominium, hotel, and lock-off units and associated uses (including whole and/or fractional ownership), while preserving and/or providing space for VSRI administrative services and the Breckenridge Outdoor Education Center (“**BOEC**”);

(5) With respect to Parcel 5: To create two (2) lots for single-family residential development;

(6) With respect to Parcel 6: To establish a single-family residential subdivision with up to fourteen (14) homesites;

(7) With respect to Parcel 7: If the Annexation occurs, to allow for development of employee housing on Parcel 7 and to authorize the transfer of Density required to accommodate that employee housing; and

(8) With respect to the Gondola Lot Master Plan and Peak 7 & 8 Master Plan: to accommodate the parcel-specific development contemplated above and to provide for the Density transfers necessary to accomplish that development.

(9) With respect to the intersection of North French Street and Park Avenue: to provide for the construction of a roundabout and certain pedestrian improvements as currently contemplated in the Gondola Lot Master Plan, subject to Colorado Department of Transportation (“CDOT”) review and approval.

(10) With respect to all of the foregoing: the Parties currently anticipate phasing the completion of all vertical and horizontal elements on the Properties and Parcel 7 as follows. The improvements on Parcel 1 will occur on the schedule set forth in Section 5.3. The development of Parcels 2 and 3, the construction of a roundabout and associated pedestrian improvements, and the horizontal infrastructure associated with Parcels 5 and 6 will occur in the first phase; the concurrent development of Parcels 4 and 7 will occur in the second phase. This Subsection 10 reflects the Parties’ present, nonbinding intentions, which are subject to change.

N. The Parties acknowledge that Parcels 4 and 5 will include “accommodation units” as that term is defined in Section 4-6-1 of the Town Code (as the same may be amended from time to time) and more commonly known as “Short-Term Rentals.”

O. In connection with the Project, the Parties anticipate that Density will be transferred to and from the Gondola Lot Master Plan to the Properties, resulting in the following total Density-allocations to each Property:

- (1) Parcel 1: 0.0 SFEs;
- (2) Parcel 2: Up to 21.7 SFEs (with up to 13.9 to be provided by the Town);
- (3) Parcel 3: Up to 30.0 SFEs;
- (4) Parcel 4: Up to 220.0 SFEs;
- (5) Parcel 5: Up to 2.0 SFEs;
- (6) Parcel 6: Up to 14.0 SFEs; and
- (7) Parcel 7: Up to 29.2 SFEs.

P. To provide for the Project’s development, Gondola Properties (including its successors and assigns, “**Applicant**”) anticipates submitting one or more Development Applications to (1) amend the Gondola Lot Master Plan (the “**Gondola Lot Amendment**”); (2) amend the Peak 7 & 8 Master Plan (the “**Peak 7 & 8 Amendment**” and collectively with the Gondola Lots Amendment, the “**Master Plan Amendments**”); (3) provide for the development of one or more of the Properties upon the approval of the Master Plan Amendments. The term “**Development Application**” includes, without limitation, any application for any of the development permits described in Section 9-1-18 of the Town Code as well as any subdivision application under Section 9-2-3 of the Town Code.

Q. To guide the Project and to achieve public benefits desired by the Town, the Town and Applicant desire to establish (1) the commitments Applicant will include in its Development Application(s) and (2) the terms upon which the Town will review and approve Applicant’s Development Application(s) that includes those commitments.

R. The Town Council of the Town of Breckenridge (the “**Town Council**”) is the governing body of the Town, with the legal authority to enter into development agreements conferring “**Vested Property Rights**” as defined in and pursuant to, *inter alia*, C.R.S. §§ 24-68-101 *et seq.* (the “**Vested Property Rights Act**”) and ARTICLE 12 of this Agreement.

S. Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section 9-1-17-11K of the Town Code, and notwithstanding any provision to the contrary set forth in the Town Code, the Town Council intends that this Agreement will be designated as a “**Site Specific Development Plan**” as that term is defined in the Vested Property Rights Act.

T. Pursuant to Chapter 9 of Title 9 of the Town Code, the Town Council has the authority to enter into a development agreement. Section 9-1-17-12A of the Code requires a development agreement to transfer Density within the Town and between master plans. The Town finds that a development agreement is appropriate to accommodate the Density transfers described below. Section 9-17-11K of the Code further authorizes development agreements to extend vested rights beyond the standard three-year vesting period when “warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles and market conditions.” The Town finds that all of the relevant circumstances support a vesting period beyond the standard three years.

U. Section 9-1-19-39A.L.5 of the Town Code allows the Town Council to authorize the Planning Commission to review and approve (subject to compliance with all other applicable development policies of the town) an amendment to an approved master plan which is not in compliance with the then current Land use District Guidelines (the “**Guidelines**”). The Town finds that the authorizations described below are warranted under the circumstances.

V. The commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Town Code are as hereafter set forth in this Agreement.

W. The Town Council has received a complete application and all required submittals for a development agreement, has had preliminary discussions 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 Section 9-9-10C of the Town Code, desires to approve this Agreement by ordinance.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2 Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Effective Date as defined in this Section 1.2, except as otherwise set forth herein. The “**Effective Date**” shall be the date upon which the Town Council, by ordinance or otherwise, approves the Agreement.

1.3 Nature of Agreement. As further provided in ARTICLE 12, as between the Parties, this Agreement is a Site Specific Development Plan as that term is defined in Section 102 of the Vested Property Rights Act and constitutes a development agreement granting and establishing Vested Property Rights for a period consistent with Section 12.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.4 Relationship to Previous Agreements. This Agreement replaces, supersedes and effects the termination of the following agreements, which shall be of no further force and effect with respect to the Properties:

(a) Amended and Restated Development Agreement between the Town and Gondola Lot Properties LLC dated June 12, 2023, and recorded in the Records on June 14, 2023, at Reception No. 1312523;

(b) Development Agreement between the Town and Gondola Lot Properties LLC dated April 14, 2023, and recorded in the Records at Reception No. 1309020 on April 14, 2023.

(c) Amended and Restated Development Agreement between the Town and LH Mountain Ventures, LLC dated July 19, 2019, and recorded in the Records on January 8, 2020, at Reception No. 1217695; and

(d) Development Agreement between the Town and Lionheart BGV Ventures, LLC, dated August 15, 2018, and recorded in the Records on September 28, 2018, at Reception No. 1181305;

1.5 Landowner Cooperation and Consent.

(a) “**Landowner**” shall mean the owner of a legal or equitable interest in any Property, and includes the heirs, successors, and assigns of such ownership interests.

(b) Each Landowner hereby covenants and agrees to reasonably cooperate and consent to Applicant’s preparation, submittal, and pursuit of any Development Application(s) contemplated under this Agreement and the Town’s approval of the same, subject to such Landowner’s prompt prior review and approval of the applicable Development Application, which shall not be unreasonably withheld. In connection with every Development Application contemplated under this Agreement where Applicant and Landowner are not the same person or entity, the Parties acknowledge and agree that Applicant shall be considered Landowner’s “representative” within the meaning of Section 24-68-102(4)(a) of the Vested Property Rights Act, solely with respect to submission to the Town of this Agreement and any Development Application approved pursuant to this Section 1.5(b).

(c) Each Landowner hereby covenants and agrees to reasonably cooperate in the creation, amendment, and/or execution of such further agreements as may be required to effectuate the provisions of this Agreement. By way of example but not limitation, every Landowner shall, if necessary, execute a Density Transfer Covenant to accomplish the Density transfers contemplated in this Agreement, as more particularly set forth in Section 1.6. Notwithstanding the foregoing, VSRI’s obligation to execute Density Transfer Covenants shall be limited to the transfer of 58.0 SFEs from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, and VSRI shall have no further obligation to transfer Density or execute any Density Transfer Covenant following the successful transfer of the same.

1.6 Density Transfer Covenants. This Agreement contemplates the Town’s authorization of various Density transfers. Pursuant to Section 9-1-17-12 of the Town Code, Density transfers must be evidenced by a written covenant (a “**Density Transfer Covenant**”). For all Density transfers contemplated under this Agreement, the following terms shall apply:

(a) The Density Transfer Covenant shall be in a form substantially similar to that attached hereto as Exhibit 8.

(b) All Parties necessary for any Density transfer contemplated under this Agreement shall execute a Density Transfer Covenant within thirty-five (35) days of the Final, Non-Appealable Approval of a master plan amendment or other Development Application authorizing the Density transfer. (“**Final, Non-Appealable Approval**” shall mean the passage of any time periods within which any referendum, administrative appeal, or request for review of such approval pursuant to C.R.C.P. 106(a)(4) must be brought, without any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action having been filed, commenced or asserted, or, if filed, commenced or asserted, after any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action is resolved with affirmation that such approval is effective.) The first sentence of this Section 1.6(b) shall not apply to any Density transfer contemplated or authorized for Parcel 7, which Density transfer shall

be accomplished as soon as practicable following the Annexation, if the Annexation is approved.

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

In exchange for the development rights conferred by this Agreement, the Town determines that it is in the public interest to recognize and memorialize the public benefits that the Project will provide as set forth below and more fully in this Agreement.

2.1 Density Relocation. The Town acknowledges and agrees that the Density transfers contemplated in this Agreement will relocate Density from the Town core to the Peak 8 base area, which is a more appropriate development location. The Town further acknowledges that the contemplated transfers will relocate approximately seventy-four (74) percent of the currently available Density away from Town core (approximately sixty-three [63] percent to the Peak 8 base area, and approximately eleven [11] percent to Parcel 7), and, after all density transfers occur, Density within Gondola Lot Master Plan will be reduced by approximately sixty-four (64) percent.

2.2 Development Intensity Reduction. The Gondola Lots Master Plan protects and provides for Density to be used in the Town core under an earlier version of the Town Code. The Town acknowledges and agrees that as the result of later modifications to the Town Code that will apply to development contemplated under this Agreement, the Density contemplated in this Agreement is anticipated to reduce development intensity as compared to the existing approved Gondola Lot Master Plan by approximately 90,000 square feet.

2.3 No Vertical Construction Proposed on Parcel 1; Parking Improved on Parcel 2. Upon approval of the Development Application(s) contemplated in this Agreement, Parcel 1 will remain as a surface parking lot for winter recreational visitors. Drainage and water quality, landscaping, and lighting will all be improved as set forth in ARTICLE 5, and, as more particularly set forth in ARTICLE 6, no parking structure will be erected on Parcel 2 and the existing surface parking lot on Parcel 2 will also be improved by Applicant.

2.4 Employee Housing. The Town acknowledges and agrees that the Agreement:

(a) Provides for, on private property, critically needed employee housing for the community beyond the employee housing that would be required by the Town Code;

(b) Does not require any construction costs to be incurred by the Town for any of the employee housing contemplated in this Agreement;

(c) Obligates Applicant to provide up to 7.8 SFEs of market-rate Density on Parcel 2, which reduces the need for Town-transferred Density for employee housing on that parcel; and.

(d) For Parcel 4, requires Applicant to provide employee housing in compliance with the Town Code on Parcel 7, if the Annexation is successful, or elsewhere if it is not. Additionally, if the Annexation is successful and Applicant constructs employee housing on Parcel 7, any housing constructed beyond that required to satisfy the employee housing

requirements for the development of Parcel 4 shall not be “banked” or “reserved” to satisfy the employee housing obligations of future developments and shall instead represent a public benefit.

2.5 Infrastructure Contribution. Subject to CDOT review and approval and provided circumstances beyond Applicant’s control do not prevent Applicant from complying with the timing set forth herein, prior to issuance of any certificate of occupancy for Parcel 3, Applicant shall design and construct Park Avenue and Ski Hill Road intersection improvements, which shall be limited to signage, ADA compliant pedestrian facilities (e.g., ramps and push buttons), and turn-lane restriping for eastbound and westbound movements as described in the East Peak 8 Traffic Impact Study Update (July 2023).

2.6 Sol Center Contribution. Applicant shall, within a reasonable time following the Family & Intercultural Resource Center’s (“FIRC”) written request, contribute \$2.0 million toward the FIRC/Building Hope capital fundraising campaign for use toward the Sol Center.

2.7 Cucumber Gulch Improvements.

(a) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant will establish with the Town an environmental improvement fund dedicated to ecosystem and habitat improvements to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity.

(b) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant shall make a one-time \$125,000 contribution to the Town for constructed improvements or other management or conservation expenses in Cucumber Gulch.

2.8 Vehicle Trips. As set forth more particularly in ARTICLE 8, vehicle trips on Ski Hill Road will be reduced through the construction of the required employee housing for Parcel 4 on Parcel 7 or otherwise off-site as allowed by Absolute Policy 24/Social Community subsection F.1.a.(iv).

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

Upon and from Applicant’s submission of a complete Development Application for the Gondola Lot Amendment, the Town covenants and agrees that the Town shall:

3.1 Recognize that 143 SFEs of Density exist under the Gondola Lot Master Plan. The 143 SFEs do not include the fifty-eight (58) SFEs of Density to be transferred by VSRI, including up to two (2) SFEs to be used as commercial SFEs, that were intended to be transferred to Parcel 4 but for which no Density Transfer Covenant was ever entered into or recorded.

3.2 Specify total proposed Density and allocate Density to the Properties as follows:

(a) Parcel 1: 0.0 SFEs

(b) Parcel 2: Up to 21.7 SFEs (provided that the Town transfers 13.9 SFEs of Town Density as more fully set forth in Section 6.1(a)); and

(c) Parcel 3: Up to 30.0 SFEs.

3.3 Authorize the transfer of Density from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, allow any new Density transfer into the Gondola Lot Master Plan for the construction of employee housing on Parcel 2, and specify total overall Density for the Gondola Lot Master Plan without the assignment of negative points under any “**Relative Policy**” or the failure of an “**Absolute Policy**” as those terms are defined in Section 9-1-5 of the Town Code. This includes, but is not limited to, a waiver from Absolute Policy 39/Master Plans 9-1-19-39A subsection I regarding Density and acknowledgment that no modification to any of the underlying Guidelines is necessary.

3.4 Require separate Density Transfer Covenant(s) for the transferred Density.

3.5 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.3 that requires a master plan to be brought into compliance with the current development policies of the Town when amended to the extent necessary to accommodate the more particular provisions set forth in this Agreement.

3.6 Recognize and carry forward the existing applicable Gondola Lot Master Plan Point Analysis, as reflected in PL-2021-0052, as allowed by Development Code Section 9-1-17-3.5 Duration of Point Assignments.

3.7 As authorized by Section 9-1-17-11K of the Town Code, establish a vesting period of five years for the Gondola Lot Master Plan, beginning from the date the Gondola Lot Amendment becomes effective.

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

Upon and from Applicant’s submission of a complete Development Application for the Peak 7 & 8 Amendment, the Town covenants and agrees that the Town shall:

4.1 Acknowledge that a total of 145.8 SFEs exist in the Peak 7 & 8 Master Plan. This includes the total remaining entitled Density for the Peak 8 Base Area of the Peak 7 & 8 Master Plan of 71.6 Residential SFEs, 9.0 Commercial SFEs, and 7.2 Guest Service Facilities SFEs and the fifty-eight (58) SFEs, including up to two (2) SFEs to be used as commercial SFEs, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan as currently reflected in those master plans, and as reflected in Staff Reports PL-2018-0576 and PL-2018-0546.

4.2 Authorize a Density transfer into the Peak 7 & 8 Master Plan area, from the Gondola Lot Master Plan, in excess of the existing Peak 7 & 8 Master Plan allowance and

underlying Guidelines without the assignment of negative points under any Relative Policy, the failure of an Absolute Policy, or need to modify the underlying Guidelines. This also includes a waiver from Absolute Policy 39/Master Plan, 9-1-19-39A subsection I regarding Density.

4.3 Concurrently process a Development Application or Applications for the subdivision of Parcels 5 and 6 to create individual residential lots, provided that the application(s) are complete and comply with the provisions of Chapter 2 of Title 9 of the Town Code (“**Subdivision Standards**”) and on the condition that a restrictive covenant (the “**Restrictive Covenant and Deed Restriction**”) will be recorded in title to the further subdivided lots so established on Parcels 5 and 6 (each, a “**Lot**”, and collectively, the “**Lots**”) providing as follows:

(a) Applicant shall designate a minimum of eight (8) of the Lots as restricted lots (each, a “**Restricted Lot**” and collectively, the “**Restricted Lots**”) that cannot be sold or conveyed to a third party until (i) the Town issues a temporary or final certificate of occupancy for the employee housing contemplated on Parcel 2; and (ii) CDOT accepts the roundabout improvements or Applicant posts the security contemplated in Section 6.1(d) (the “**Restricted Lot Release Conditions**”).

(b) Applicant shall have the right, from time to time in its sole discretion, and with written notice to the Town but without the requirement of further consent or action by the Town, to designate or redesignate any of the Lots a Restricted Lot, so long as a minimum of eight (8) of the Lots remain Restricted Lots until the Restricted Lot Release Conditions are satisfied.

(c) Upon satisfaction of the Restricted Lot Release Conditions, the Town shall promptly terminate the Restrictive Covenant and Deed Restriction by recording an instrument evidencing such termination. The Town’s Community Development Director is authorized to execute and record such termination upon confirmation that the Restricted Lot Release Conditions have been satisfied.

4.4 Specify total proposed Density, including the previous fifty-eight (58) SFEs of Density with up to two (2) SFEs to be used as commercial SFEs, and allocate Density to the Peak 7 & 8 Master Plan’s planning areas and/or specific sites in the Peak 7 & 8 Master Plan as follows:

- (a) Parcel 4: Up to 220 SFEs
- (b) Parcel 5: Up to two (2) SFEs; and
- (c) Parcel 6: Up to fourteen (14) SFEs.

4.5 Require separate Density Transfer Covenant(s) for the transferred Density.

4.6 Provided the Peak 7 & 8 Amendment includes a sufficiently specific request for the following, create new development locations in the Peak 7 & 8 Master Plan’s Planning Areas with Density and use assignments, without the assignment of any negative points, failure of an Absolute Policy, or the need to modify the underlying Guidelines, for the following:

- (a) Parcel 5; and

(b) Parcel 6.

4.7 Recognize and find that (a) the Peak 7 & 8 Master Plan was first adopted prior to October 17, 1994; (b) the Peak 7 & 8 Master Plan contains provisions which are materially inconsistent with the current Guidelines; (c) a legal and factual basis exists for the assertion the Landowners of Parcels 4, 5, and 6 have vested property rights under the existing master plan; and (d) there are significant public benefits which will result from the approval of the amendment to the master plan without requiring compliance with the current Guidelines, and that therefore, pursuant to Absolute Policy 39/Master Plans 9-1-19-39A subsection L.5, the Peak 7 & 8 Master Plan may be amended without requiring compliance with the then current Guidelines.

4.8 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A subsection L.3, which requires master plans to brought into compliance with the Town's then current development policies and master plan, to allow existing provisions of the Peak 7 & 8 Master Plan to be carried forward.

4.9 Recognize and find that the Peak 7 & 8 Master Plan is located in two (2) or more land use districts and that Absolute Policy 39/Master Plans 9-1-19-39A subsection I.2 therefore allows density to be reallocated notwithstanding Section 9-1-17-12's density transfer requirements, and acknowledge that no modification to the underlying Guidelines is necessary.

4.10 Per 9-1-17-3.5, Duration of Point Assignments, recognize and continue to apply the Amended Peak 7 & 8 Master Plan Point Analyses from the original Permit #2000155. By way of example but not limitation, the Town shall use the point analysis from the Seventh Amendment to the Peak 7 & 8 Master Plan (PL-2017-0697, Class A, Combined Hearing - A Modification to PERMIT #2000155) and the point assignments set forth therein.

4.11 Extend vesting of the Peak 7 & 8 Master Plan from November 8, 2025, to November 8, 2032 as allowed by 9-1-17-11K of the Town Code.

ARTICLE 5 PARCEL 1

5.1 With respect to Parcel 1, any Development Application shall comply with the following terms:

(a) The configuration of the proposed use and improvements shall be similar to the DTJ Design conceptual plan reviewed and endorsed by the Town Council on November 28, 2023, updated on March 12, 2024, and attached hereto as Exhibit 9 (the "**Parcel 1 Concept Plan**").

(b) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town's Engineering Design and Construction Specifications.

(c) A limited amount of landscaping will be provided to the extent compatible with snow storage locations and stormwater and/or water quality improvements. Subject

to staff design suggestions, additional landscaping will be installed on the northern and eastern portion of Parcel 1 as requested by the Town Council.

(d) A limited amount of Dark-Sky lighting will be provided to the extent required for pedestrian safety. Over-lighting the site is discouraged, and lighting shall be kept to a minimum that still allows for pedestrian safety.

(e) A parking attendant shall be provided on-site while Breckenridge Ski Resort is open to the public for lift-accessed skiing to facilitate vehicle parking on the lot from opening to 3:00 p.m., or until the lot is filled, whichever is first to occur.

5.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 5.1, the Town covenants and agrees that the Town shall:

(a) Consistent with definition of “Development” and Town Council’s discretion under Section 9-1-5C of the Town Code, and in recognition that no Density will be required, refrain from considering improvements depicted on the Parcel 1 Concept Plan and/or described in Section 5.1(a)-(d) (collectively, the “**Parcel 1 Improvements**”) as, “Development”; refrain from assigning any negative points under a Relative Policy or the failure of an Absolute Policy; and not apply the Town’s Off-Street Parking Regulations.

(b) Acknowledge that no modification to the underlying Guidelines is required.

(c) Acknowledge and agree that Parcel 1 has historically provided, and following the construction of the Parcel 1 Improvements, will, with the support of the required attendant, continue to provide 610 vehicle parking spaces toward the 1,560 parking spaces required under Section 1.G of the Parking Agreement. None of the Parcel 1 Improvements shall be construed as diminishing this acknowledged and agreed 610-space capacity.

(d) Include all terms concerning the contemplated Parcel 1 Improvements, as set forth in the above Section 5.1 in the amended Gondola Lot Master Plan, including without limitation recognition of the 610 qualifying spaces.

5.3 Following Final, Non-Appealable Approval of the Gondola Lot Amendment upon the terms set forth in Section 5.2, Applicant shall submit to the Town a site plan application for approval of the Parcel 1 Improvements, in substantially the form depicted on the Parcel 1 Concept Plan, with the addition of the Town Council-requested improvements. This site plan application shall be independent of any other site plan application(s) in the Gondola Lot Master Plan boundaries and the Town’s conditional obligations set forth in Section 5.2 shall continue to apply in connection with its consideration of such site plan application. The Parcel 1 Improvements will be implemented by Applicant in stages and shall be substantially completed within one year following the issuance of a final certificate of occupancy for all improvements on Parcel 2 or within six (6) years from the Effective Date, whichever is earlier.

ARTICLE 6
PARCEL 2

6.1 With respect to Parcel 2, any Development Application shall comply with the following terms:

(a) Applicant and the Town will make available to Parcel 2 Density sufficient to construct employee housing beyond that required by the Town Code as follows:

(i) Applicant will provide up to 7.8 SFEs of Density; and

(ii) The Town will provide up to 13.9 SFEs of Density upon or before issuance of a building permit for the employee housing contemplated for Parcel 2.

(iii) A separate Density Transfer Covenant shall be required to transfer the Town-supplied Density.

(b) Applicant shall cause to be constructed forty-eight (48) bedrooms of employee housing in eight (8), six-plex dorm-style units with each bedroom to include its own bathroom, or in such other format as Applicant and the Town may in writing agree upon, per Absolute Policy 24/Social Community, and shall provide an executed covenant consistent with Policy 24 and the Town’s Administrative Housing Rules and Regulations as follows:

(i) **Minimum Lease Term:** When rental of an employee housing unit is authorized, the owner/master lessor (“**Lessor**”) shall be authorized to set the length of the lease, provided that no unit shall be used as an Accommodation Unit, as that term is defined under the Town Code. Any such tenancy approved by the Town shall be to a person meeting the definition of a Qualified Occupant under the Town Code. Unrelated roommates must all be Qualified Occupants;

(ii) **Short-Term Rentals Prohibited:** Rental units shall not be used for or be eligible for Short-Term Rental as defined in Title 4 of the Town Code;

(iii) **Rent:** Rent shall include electric, gas, water, sewer, trash, snow removal costs, and property insurance (collectively, “**Rent**”). Subject to Section 6.1(b)(v), Rent for all Town and Applicant provided Density will be limited to approximately 85% of a 60% Area Median Income (“**AMI**”) studio unit rental rates per bedroom for dormitory style units as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table. The Parties acknowledge and agree that this equates to a Rent of \$989.40 per bedroom per month as of the Effective Date;

(iv) **Annual Rent Increase:** Beginning from the Effective Date, Rent will escalate at 2.0% annually until construction is completed and the improvements on Parcel 2 receive a final certificate of occupancy, at which point Rent will escalate at a maximum of 3.0% annually for the next three (3) years;

(v) **Baseline Rent Resets:** Beginning three (3) years from the issuance of a final certificate of occupancy for the improvements on Parcel 2, and every three (3) years thereafter, baseline Rent will reset using the average of the prior three (3) years' AMI. Following establishment of the new baseline Rent, Rent shall continue to increase at a maximum of 3.0% annually over the next three (3) year-period until a new baseline Rent is established at the conclusion of such three (3)-year period as required under this Section 6.1(b)(v); and

(vi) **Seasonal Vacancy:** Lessor will offer any seasonal vacancy to local community non-profit organizations for use pending availability and subject to Lessor's reasonable discretion.

(c) To facilitate a safe Park Avenue crossing for winter recreational parking lot users, upon the issuance of a final certificate of occupancy for the improvements contemplated on Parcel 2, Applicant shall provide an electric shuttle connection from the contemplated Parcel 2 parking area to the BreckConnect Gondola and/or Breckenridge Station transit center on Watson Avenue when the parking lot is open to winter recreational visitors. Subject to CDOT review and approval, no later than two years after the Town's and CDOT's approval of the same, Applicant shall install Park Avenue/French Street pedestrian improvements, such as at-grade crosswalk striping, push buttons, signage, pedestrian refuge islands, or barriers in Park Avenue to the extent permitted by the Town, CDOT, and any other applicable regulatory entity.

(d) Subject to CDOT approval, Applicant will complete a roundabout at the intersection of North French Street and Park Avenue and prior to the issuance of a final certificate of occupancy for the employee housing contemplated in Section 6.1(b), or, if, for reasons beyond Applicant's control, Applicant is unable to complete the roundabout prior to the issuance of such certificate of occupancy, Applicant shall post a completion bond in an amount sufficient to guarantee the roundabout's completion. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to complete the roundabout contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(e) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town's Engineering Design and Construction Specifications.

6.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 6.1, the Town covenants and agrees that the Town shall:

(a) Permit the Density transfers contemplated in Section 6.1(a) in excess of the existing Gondola Lot Master Plan Density and underlying Guidelines without the assignment of negative points under any Relative Policy or the failure of any Absolute Policy arising from such transfers at the time of master plan amendment and/or site plan review, or the need to amend the underlying Guidelines to accomplish such transfers.

(b) Acknowledge and agree that the 400 winter recreational parking spaces on Parcel 2 (or other proposed and approved amount) will count towards the overall 1,560 total parking space requirement of Section 1.G of the Parking Agreement.

(c) In recognition of the historical and proposed vehicle parking, consistent with the Parking Agreement, grant waivers from Absolute Policy 2/Land Use District Guidelines and Relative Policy 2/Land Use District Guidelines for the parking lot use.

(d) Not award negative points under Relative Policy 5/ Architectural Compatibility (Town Code Sections 9-1-19-5R.A and 9-1-19-5R.B) for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5.

(e) Grant a waiver from Relative Policy 7/Site and Environmental Design and its multiple subsections, including, but not limited to: Site Design and Grading for site disturbance associated with constructing a parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four (4) feet in height; and Site Buffering, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with the conceptual plan prepared by DTJ Design, reviewed by the Town Council on December 12, 2023, and updated on March 12, 2024 (the “**Parcel 2 Concept Plan**” attached hereto as Exhibit 10). The Parcel 2 Concept Plan, or a plan substantially similar thereto, shall be incorporated into the design of Parcel 2 in order for these waivers to become effective.

(f) Grant waivers from Absolute Policy 22/Landscaping subsection B.8 requiring six (6) percent of the interior area of a parking lot to be landscaped and Section 9-3-9J. of the Off-Street Parking Standards requiring landscaping equal to twenty-five (25) feet per parking stall based on the nature of the recreation skier parking lot use and needed snowplowing operations.

(g) Grant a waiver from Relative Policy 13/Snow Storage, provided that Applicant accommodates snow storage at a minimum ten (10) percent of the plowable area.

(h) With considerations for public safety, grant waivers for up to two private accesses on Woods Drive, private accesses radius and geometry, private accesses spacing, road slope connections for private accesses, private accesses cross-slopes, and design to accommodate a 30’ bus shuttle service to serve the winter recreational visitor parking spaces on the site. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for up to two accesses; 5.10.7.2 and Table 5.11 for the driveway/private access radius; 5.10.8.2 for the access geometry; 5.10.8.1 for the cross-slopes; and 5.10.5 and Table 5.10 for spacing); Off-Street Parking Regulations

(Section 9-3-9.A compliance with codes); and associated Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.

(i) Permit a limited amount of Dark Sky compliant lighting to be provided on-site for pedestrian safety and waivers from Absolute Policy 46/Exterior Lighting, Title 9, Chapter 12 Exterior Lighting Regulations, and Title 9, Chapter 3 of the Town Code as over-lighting the site is discouraged. Timers, motion sensors, or other devices are encouraged to keep the lighting at a minimum for safety.

(j) Acknowledge that the construction and maintenance of an overpass or underpass traversing Park Avenue is unnecessary based upon the proposed residential uses and limited use of the winter recreational parking lot, and provision of shuttle service and other improvements as set forth in Section 6.1(c).

(k) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

ARTICLE 7 PARCEL 3

7.1 With respect to Parcel 3, any Development Application shall comply with the following terms:

(a) If the Town identifies any wetland impacts beyond those identified in that certain The Gold Rush Lots Wetland Technical Report prepared by Alpine Ecological Resources dated October 26, 2023 (attached hereto as Exhibit 11, the “**Wetlands Report**”), the impacted wetland area shall be replaced at a rate of 2:1 through an in-lieu fee program assumed by Applicant substantially similar to the Colorado Western Slope In-Lieu Fee Program identified in the Wetlands Report.

(b) No certificate of occupancy for any improvements on Parcel 3 shall be issued until a certificate of occupancy is issued for the employee housing contemplated on Parcel 2, as more particularly set forth in ARTICLE 6.

7.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 7.1, the Town covenants and agrees that the Town shall:

(a) Acknowledge that the impact to the wetlands on Parcel 3 is as reflected in the Wetlands Report and the mitigation proposed therein is sufficient to grant the waivers set forth in this Section 7.2.

(b) Grant waivers from Town Code Section 10-2-4-3 Setbacks of the Engineering Process and Regulations, Section 7.6.1 Setbacks of the Engineering Design Standards and Construction Specifications, and Title 10 of the Engineering Process and Regulations regarding mitigation for the limited purposed of site grading, drainage and water quality improvements.

(c) Grant waivers from Policy 7/R Site and Environmental Design and all its subsections, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2023 (the “**Parcel 3 Concept Plan**”), or a plan substantially similar thereto.

(d) If the Town identifies any wetland impacts beyond those identified in the Report and Applicant mitigates the newly identified impacts consistent with Section 7.1(a), the Town shall grant any needed waivers from any Engineering Process and Regulations and Engineering Design Standards and Construction Specifications, and the Town Code policies related to such impacts and replacement, including but not limited to Absolute Policy 31/Water Quality.

(e) With considerations for public safety, grant waivers for multiple private accesses on Woods Drive, private accesses spacing, road slope connections for private accesses, and private accesses cross-slopes. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for the multiple accesses; 5.10.5 and Table 5.10 for spacing; and 5.10.8.1 for the cross-slopes); Off-Street Parking Regulations (Section 9-3-9.A compliance with codes and 9-3-9.F for grades); and the corresponding Absolute Town Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure.

(f) Grant a waiver from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.1), Off-Street Parking Regulations (Section 9-3-9.A), and the corresponding Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, allowing more than four units to be served by a private access, provided that Applicant shall construct and maintain any such access in perpetuity.

(g) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

(h) Provide for the Parcel 3’s subdivision into duplex lots or footprint lots in accordance with the Town’s Subdivision Standards.

ARTICLE 8 PARCEL 4

8.1 With respect to Parcel 4, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to transfer Density into the master plan and assign additional Density to Parcel 4, in excess of the Density currently allowed by the master plan and underlying Guidelines, without the assignment of negative points under any Relative Policy or failure of any Absolute Policy, or the need to modify

the underlying Guidelines, as follows: up to 74.2 SFES shall be transferred to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 and fifty-eight (58) SFES, including up to two (2) SFES to be used as commercial SFES, will be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan. The Town acknowledges and agrees that such fifty-eight (58) SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.

(b) Prior to the issuance of a final certificate of occupancy for the primary building on Parcel 4, Applicant shall make an approximately 1,500 square-foot space, as well as an ADA-compliant route, with elevator access, from an indoor garage parking area to the Peak 8 Base snow surface, available to the BOEC. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to make space available to the BOEC as contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(c) In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, Applicant shall provide, and reserve in perpetuity, up to thirty-five (35) parking spaces for VSRI on-site employees and six (6) oversized/ADA indoor garage parking stalls for use by the BOEC. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. The provisions of this Section 8.1(b) shall be included in the Peak 7 & 8 Master Plan.

(d) Building Height

(i) The maximum height of any building proposed for Parcel 4 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place, as specified in the Peak 7 & 8 Master Plan and its attachments. This maximum height will serve as an "Absolute" policy under the Town Code.

(ii) Relative Policy 6 "Building Height" shall apply to the Town's review of a site plan application. Pursuant to the Peak 7 & 8 Master Plan, for the purpose for assessing or awarding points under Relative Policy 6 the heights of the buildings to be constructed on Parcel 4 shall be evaluated against the height requirements of the Town Code and the recommended heights for Land Use District 39 as they were in effect on February 26, 2013.

(iii) Pursuant to the Peak 7 & 8 Master Plan, the height of buildings at the Peak 8 base area only (including Parcel 4) are to be measured "to the proposed finished grade elevation at the exterior wall below," and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by excessive rise and steep grades in the vicinity of building foundations. (Emphasis added.) The height of the building on Parcel 4 shall be established in accordance with the Town Code and Land Use District 39 of the

Guidelines, in effect on the Effective Date, provided, however, that the Town and Applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 base area.

(e) Employee housing will be provided subject to the following terms:

(i) Applicant shall comply with Absolute Policy 24/Employee Housing and will relinquish any rights to provide such housing in connection with the development of Parcel 4 upon any different terms that may have been identified in any earlier agreement or approval.

(ii) If Parcel 7 has been annexed into the Town, Applicant shall cause all required employee housing to be provided on Parcel 7 prior to the issuance of a certificate of occupancy for Parcel 4, unless it is not feasible to construct all required units on Parcel 7, in which case Applicant shall provide the balance of any required units through any alternative means permitted under the Town Code. If Parcel 7 has not been annexed into the Town, Applicant's obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant's responsibility to provide the required employee housing through any alternative means permitted under the Town Code. Such housing shall be located in the Upper Blue Basin, as that term is used in Section 9-1-19-24A.E.2 of the Town Code, and in close proximity to transit. In no event shall Applicant provide employee housing required for Parcel 4 through conversion of housing units in Breckenridge Terrace.

(f) Upon issuance of the final certificate of occupancy for all buildings on Parcel 4 Applicant shall deliver to the Town documentation sufficient to demonstrate that any right of access to Parcel 4 via Saw Mill Run Road has been abandoned.

8.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 8.1, the Town covenants and agrees that the Town shall:

(a) Grant a waiver from Absolute and Relative Policy 3/Density for the underground parking area square footage.

(b) Permit amendment of the Peak 7 & 8 Master Plan that reflects that maximizing the buffer distance to Parcel 4's eastern property line is more important than designing any building to step down to the east, provided that the eastern edge of a building's footprint may not be located any further to the east than that shown on the DTJ Design plans reviewed and approved by the Town Council during the November 14, 2023 work session (the "**Parcel 4 Concept Plan**").

(c) Not assign negative points under Relative Policy 7/Site and Environmental Design – Retaining Walls, in recognition that the site has been previously disturbed and that retaining walls will be used in an effort to retain slopes as called for by Policy 7.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2), Off-Street Parking Regulations (Section 9-3-9A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, 26/Infrastructure for two (2) accesses onto Parcel 4 – for deliveries/loading and for public/guests, and for loading area backout movements onto Ski Hill Road.

(e) Acknowledge and agree that constructing the required employee housing on Parcel 7 or otherwise off-site will reduce vehicle trips up/down Ski Hill Road meeting Absolute Policy 24/Social Community subsection F.1.a.(iv).

(f) Acknowledge and agree that outdoor heated sidewalks, pools/spas impacts, etc. will be minimized to the extent practicable but that Applicant cannot mitigate all required impacts on-site due to elevation, current technology, and roof design/size. The Town shall allow off-site mitigation of the Renewable Energy Mitigation Program (“REMP”) upon the following terms:

(i) REMP mitigation will be provided via a three-step approach, which reflects the Town’s preferred order of priority: (1) solar on-site; (2) off-site within the Town on properties controlled by Applicant; and (3) fee in lieu based on the current REMP policy and calculator if offset energy is not provided prior to Certificate of Occupancy for Parcel 4. Applicant consents to the Town’s review and approval of all mitigation via the applicable development review process(es). Applicant may submit, and the Town will process, an application meeting Town Code requirements for off-site solar mitigation improvements for credit to the Town for review and approval upon execution of this Development Agreement due to the construction lead time for Parcel 4 credit.

(ii) Applicant will provide a third-party analysis, in a form acceptable to the Town, of the required amount of solar offset.

(iii) The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMP and Absolute and Relative Policy 33/Energy Conservation during site plan review.

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI’s administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort, as well as Applicant’s pre-operation functions on Parcel 4, up to approximately 6,000 square feet, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI and Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI’s use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant no later than sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

(h) Allow the parking garage contemplated on Parcel 4 to be used as temporary construction parking while the on-site building(s) is under construction.

(i) Permit Condominium, Condominium/Hotel, and/or Hotel/Lodging/Inn uses, and Timeshare Interests, whether by way of whole or fractional ownership, as those capitalized terms are defined in Section 9-1-5 of the Town Code, and associated commercial, guest services facilities, and other amenities.

8.3 Following Final, Non-Appealable Approval of the Development Application(s) contemplated under Section 8.1 and prior to issuance of the final certificate of occupancy for the improvements on Parcel 4, Applicant shall enter into such agreement as the Town reasonably may require that provides for the following:

(a) At the end of the first year after issuance of the final certificate of occupancy and every year thereafter for the first five (5) years after issuance of such final certificate of occupancy, Applicant will provide a trip report to the Town. Trips will be defined as the number of trips into the garage anticipated to be constructed on Parcel 4 plus the number of trips out of that garage on a daily basis.

(b) If during any single calendar month of each of such five (5) years the number of trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional electric shuttle van to the Breckenridge Mountain Master Association (“**BMMA**”). Until such time as the threshold described in the preceding sentence has been reached the residents and guests of the anticipated development shall have access to the transportation (van) system operated by the BMMA in the same manner as is provided to other properties located within the boundaries of the BMMA. A letter from the BMMA confirming the same shall be provided to the Town.

8.4 If the Annexation has not been approved at or before the time the obligation to provide employee housing under Absolute Policy 24/Social Community in connection with the development of Parcel 4 is due, the Town shall allow Applicant to transfer up to 15.0 SFEs for employee housing mitigation to other properties within the Town to satisfy the employee housing mitigation requirements. Nothing in this Section 8.4 shall be construed as limiting the alternative means of delivering employee housing to satisfy Absolute Policy 24/Social Community as permitted under the Town Code.

ARTICLE 9 PARCEL 5

9.1 With respect to Parcel 5, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a Parcel 5 Planning Area, allow single-family residential uses, and assign Density to this area without the assignment of any negative points under any Relative Policy or the failure of an Absolute Policy, or the need to modify the underlying Guidelines;

(b) Applicant shall construct and maintain private driveways on Parcel 5 serving the two homesites from Four O’Clock Run Road;

(c) Applicant shall include a plat note on the final plat indicating that the future homes on the lots will be limited to a total of 7,500 square feet of Density per lot;

(d) Applicant shall include a plat note on the final plat stating that a Plant Investment Fee (“PIF”) equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve each completed home.

9.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 9.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers allowing the private driveways’ grade to exceed, up to a maximum grade of ten (10) percent, the requirements set forth in Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.8.1), Off-Street Parking Regulations (Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking and 26/Infrastructure.

(c) Grant relief from the Subdivision Standards Sections 9-2-4-5C.2 and 9-2-4-5C.7.b.4 related to the depth and widths of lots and shape of disturbance envelopes.

ARTICLE 10 PARCEL 6

10.1 With respect to Parcel 6, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a new Parcel 6 Planning Area, allow the single-family residential uses, and assign Density to this area without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy, and no modification of the underlying Guidelines is necessary.

(b) Each proposed single-family lot on Parcel 6 shall be a minimum of .60 acres.

(c) Applicant shall include a plat note indicating that the future single-family homes will be limited to 7,500 square feet of Density.

(d) Applicant shall include a plat note stating that a PIF equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve completed homes on Parcel 6.

10.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 10.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 10.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.6.3.2), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension and grade during the subdivision review process, on the condition that all International Fire Code requirements are met and an emergency turn-around, fire hydrants, and the future homes are equipped with individual automatic sprinkler systems (via a plat note on the subdivision plat) will be provided, as previously allowed for the Timber Trail subdivision. The maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town.

(c) Grant waivers for the private driveways' grades during the subdivision and site plan review processes from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.8.1), Off-Street Parking Regulations (Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering regulations to be met.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.1), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure allowing two private accesses to serve more than four (4) lots as applicable during the subdivision and site plan review processes, provided that Applicant shall construct and maintain any such accesses in perpetuity.

(e) Grant waivers from the Subdivision Standards Sections 9-2-4-5.C.2, 9-2-4-5.C.3 and 9-2-4-5.C.7.b.4 related to the depth and width of lots and shape of disturbance envelopes.

**ARTICLE 11
PARCEL 7**

11.1 Development Upon Annexation. If the Annexation is approved, Applicant or BGV Entrada shall be entitled to submit Development Applications for the development of employee housing on Parcel 7, subject to the terms of any annexation and development agreement executed by the Town and BGV Entrada with respect to Parcel 7. To provide for that development, the Town authorizes the following, subject to the execution of any required Density Transfer Covenant: The transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7, which shall in addition to the existing 14.2 SFEs on Parcel 7 as allowed by Land Use District 5, result in a total of up to 29.2 SFEs on Parcel 7.

11.2 If the Annexation is not successful, Applicant is authorized, upon written notice to the Town, to transfer up to fifteen (15) SFEs from the Gondola Lot Master Plan to another property in the Town suitable to the Town, Applicant and VSRI for the purpose of providing deed restricted workforce housing. Provided that the receiving property complies with the locational requirements set forth in Section 8.1(e)(ii), such transfer shall be deemed approved by operation of this Agreement. Compliance with Section 1.6(b) shall be determined from the date the written notice required under this Section 11.2 is delivered to the Town.

11.3 If the Annexation has not been approved within one (1) year of the Effective Date, this Agreement shall terminate and be of no further force and effect with respect to Parcel 7 alone.

11.4 If any additional employee housing square footage is built upon Parcel 7 beyond that which is required for Parcel 4 compliance with Absolute Policy 24/Social Community, such additional square footage shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE 12 VESTED PROPERTY RIGHTS

12.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of Applicants' and Landowners' rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. Applicant and Landowners shall have a Vested Property Right to undertake and complete development and use of the Properties as provided in this Agreement, and the Vested Property Rights will be effective against any other governmental entities and their respective governing bodies that subsequently obtain or assert jurisdiction over the Properties or any portion thereof. The rights and obligations under this Agreement shall vest in Applicant and Landowners, which terms, by their definitions, include successors, and assigns. The Vested Property Rights described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

12.2 Rights Which are Vested. By way of illustration, the Vested Property Rights include, but are not limited to, the following:

(a) **Processing of Applications.** The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally

applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, Applicant may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

(b) Use and Development Standards. The right to be protected against the Town or any citizen initiating any action to apply any less-favorable use and development standards to any Property or the Project, including, but not limited to, any reduction in the maximum allowed Density, the development intensity allowed under that Density, or total area of the Project. In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable use or development standards that conflict with or are in addition to the terms and conditions of this Agreement, Applicant, and VSRI, in the event the affected Property is owned by VSRI, may choose whether the Town Code or the terms of this Agreement will apply to the affected Property or Properties, or the Project.

(c) Uniformity of Requirements. The right to continue and complete development of the Properties with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control except as otherwise set forth herein.

12.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 12.1 of this Agreement, shall continue and have a duration until **SEVEN (7) YEARS** from the Effective Date (the "**Term**"). The rights and obligations set forth in this Agreement shall survive the termination of the Term, the effect of which shall be limited to eliminating the protections set forth in the Vested Property Rights Act.

12.4 Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the date hereof, except as otherwise provided herein, as against the Properties and the Project. Landowners do not waive their rights to oppose adoption of any such regulations.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Default by the Town. A "breach" or "default" by the Town Council or the Town under this Agreement will be defined as the Town Council's or the Town's failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties

acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Properties as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Properties; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Properties, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Properties or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest Applicant and/or Landowners of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle Landowners to the specific and limited remedies set forth herein.

(a) No Responsibility or Remedy. The Town shall not be responsible for and Applicant and Landowners shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

(b) No Personal Responsibility. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

13.2 Remedies.

(a) Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) Applicant or Landowners will be entitled to the contingent remedy described in Section 13.2(c); and (ii) if Applicant or Landowners are determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section 13.2(b), and, additionally, to enforce the forfeiture of the Vested Property Rights.

(b) Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, Applicants and Landowners hereby knowingly, intentionally, voluntarily and irrevocably waive, for themselves and for their successors and assigns, any remedial right they may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other

divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to Landowners and/or their successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 13.1.

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this ARTICLE 13 will not be enforced against the Town Council and the Town as written, Applicant and/or Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE 14 RESPONSIBILITIES OF THE TOWN

14.1 Processing of Applications. The Town shall process all applications received in connection with the development of the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.2 Infrastructure Permit. The Town shall, upon Applicant's request at any point following the approval of any Development Application contemplated in this Agreement, issue to Applicant at least one infrastructure permit for the Property subject to the Development Application approval that will allow for infrastructure and site work related to the approved Development Application, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department. Each property with an approved Development Permit, as that term is defined in Section 9-1-5 of the Town Code, may be issued an infrastructure permit.

14.3 Building Permits. The Town shall issue all necessary building permits for the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.4 Consent. The Town will not unreasonably withhold its consent or approval when such consent or approval is required hereunder.

ARTICLE 15 MANDATORY PROVISIONS

Pursuant to Section 9-9-12 of the Town Code, the following mandatory provisions shall apply:

15.1 Nothing in the 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: 1) Development Code, 2) land use guidelines, 3) master plan, and 4) subdivision ordinance.

15.2 Successors and Assigns; Binding Effect; Recording.

(a) **Recording.** Within five (5) business days of the Effective Date, the Parties shall deliver original copies of their signature pages and the signature pages of any lienholder or lender on their respective Property to the Town. This Agreement shall be recorded in the Records as against every Property and Parcel 7.

(b) **Successors and Assigns of Applicant.** Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.

(c) **Successors and Assigns of Landowner.** This Agreement shall be binding upon and inure to the benefit of Landowners and their respective successors and assigns. For avoidance of doubt, the Agreement shall run with the title to the land and benefit and burden the Properties. Any Party bound by obligations of Landowner in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.

15.3 If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Town Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include

such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 15.3.

15.4 The Town shall not be responsible for and Applicant shall have no remedy against the Town if development of the real property which is the subject of this Agreement is prevented or delayed for reasons beyond the control of the Town.

15.5 Actual development of the real property which is the subject of this Agreement 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.

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

15.7 Applicant shall agree 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 Applicant, any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any workers' compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. Applicant 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 Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15.8 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.

15.9 In connection with an application for a development permit to develop the real property that is the subject of this Agreement the application shall not receive an award of positive points under the Town Code for any commitment offered to the Town by Applicant pursuant to Section 9-9-4, or any other obligation or requirement of Applicant under this Agreement.

ARTICLE 16 MISCELLANEOUS

16.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of the Town, Applicant, and the Landowner of the Property(ies) or

portion of the Property(ies) to which the amendment applies, following public notice and public hearings as required for Development Agreements.

16.2 Notices. In order to be deemed delivered and effective, any notice required or permitted pursuant to this Agreement must be in writing, and must be given either personally or by registered or certified mail, return receipt requested, in either case to the applicable Party(ies) at their addresses set forth below:

If to the Town:

Town of Breckenridge
Shannon Haynes, Town Manager
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
shannonh@townofbreckenridge.com

With a required copy to:

Kirsten J. Crawford
Town Attorney, Town of Breckenridge
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
kirstenc@townofbreckenridge.com

If to Gondola Properties:

Gondola Properties LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to BGV Entrada:

BGV Partners Entrada, LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to VSRI:

Vail Resorts, Inc.
390 Interlocken Crescent #100
Broomfield, CO 80021
Attention: Legal Department
legalnotices@vailresorts.com

If to LC Breckenridge:

LC Breckenridge
c/o Leste
1450 Brickell Avenue, Suite 2600
Miami, Florida 33131
Attention: Jordan Suppan
Jordan.Suppan@leste.com

With required copy to:

Carlton Fields
2 Miami Central
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136-4118
Attention: Matthew H Jacobson
MJacobson@carltonfields.com

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section,

designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

16.3 Entire Agreement. This Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect. For the avoidance of doubt, the Parking Agreement is not an agreement or understanding subject to this Section 16.3 and remains in full force and effect.

16.4 No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the Parties except as stated herein.

16.5 Waivers and Modifications in Writing. No waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

16.6 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter. When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

16.7 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Town Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Town Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Town Council's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement.

16.8 Covenant of General Cooperation. The Parties covenant and agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder in order that each may reasonably realize their respective benefits hereunder. The Parties further agree to cooperate in good faith with one another in the event of any third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

16.9 No Third-Party Beneficiaries. Except as otherwise provided herein, none of the terms, conditions, or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a Party hereto, and no such person shall be entitled to rely hereon in any manner.

16.10 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or

e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

16.11 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

16.12 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

16.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

[SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

By: _____
Shannon Haynes, Manager

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

By: _____
Michael A. Dudick, Member

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Michael A. Dudick as Member of GONDOLA PROPERTIES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

BGV PARTNERS ENTRADA, LLC,
a Colorado limited liability company

By: _____
Michael A. Dudick, Member

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Michael A. Dudick as Member of BGV PARTNERS ENTRADA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit 1
[Parcel 1 Legal Description]

LOT 4, GONDOLA LOTS, FILING NO. 2 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319752, COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 2

[Parcel 2 Legal Description]

LOT 1B, BLOCK 4, A RESUBDIVISION OF LOT 1, BLOCK 4, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED & TRACT Q, SHOCK HILL SUBDIVISION, ACCORDING TO THE PLAT FILED NOVEMBER 30, 2005 UNDER RECEPTION NO. 807735 COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 3
[Parcel 3 Legal Description]

LOT 1 AND LOT 3, GONDOLA LOTS, FILING NO. 1 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319751, COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 4
[Parcel 4 Legal Description]

LOT 4, FOURTH RESUBDIVISION THE REMAINDER OF TRACT C, PEAK 8
SUBDIVISION FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED
DECEMBER 20, 2018 UNDER RECEPTION NO. 1187721, COUNTY OF SUMMIT, STATE
OF COLORADO.

Exhibit 5
[Parcel 5 Legal Description]

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1 IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, PEAK 8 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721, THENCE ALONG THE EAST LINE OF SAID REMAINDER OF TRACT C S05°36'59"W, 348.85 FEET, THENCE ALONG THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S81°32'31"W, 37.65 FEET S81°32'31"W, 37.65 FEET
2. N22°54'12"W, 407.45 FEET N22°54'12"W, 407.45 FEET
3. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 6
[Parcel 6 Legal Description]

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, A PORTION OF THE ADA PLACER (MS 13744) AND A PORTION OF THE TYRA PLACER (MS 13343), IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721, THENCE ALONG THE SOUTH LINE OF TIMBER TRAIL SUB. RECORDED UNDER REC. No. 730224 AND FILED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET
2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET
3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,

THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET
2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.
3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET
4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET
5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET
6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET
7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET
8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET
9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET
10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C.

THENCE ALONG SAID EAST LINE S26°38'02"E, 255.76 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 7
[Parcel 7 Legal Description]

TRACT A2, A REPLAT OF LOTS A1, B1 AND C, ENTRADA AT BRECKENRIDGE,
ACCORDING TO THE PLAT FILED JULY 24, 2017 UNDER RECEPTION NO. 1146781,
COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

This Density Transfer Agreement And Covenant (“**Agreement**”) is made and entered into at Breckenridge, Colorado this ___ day of _____, 2024, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”), and _____ (“**XXXX**”).

RECITALS

A. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on **Exhibit “A”**, which real property is hereafter referred to in this Agreement as the “**Sending Parcel**”.

B. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on **Exhibit “B”**, which real property is hereafter referred to in this Agreement as the “**Receiving Site**”.

C. WHEREAS, pursuant to the Development Agreement between the Town and _____ dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”) _____ is authorized, without further approval from the Town, to transfer density from the Sending Parcel to the Receiving Site; and

D. WHEREAS, this Agreement is executed and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado to effectuate and memorialize the density transfer described in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Town and _____ hereby agree that XXXX (XX) SFEs of the density heretofore allocated to the Sending Parcel shall be and hereby are transferred to the Receiving Site. As used in this Agreement, “**SFE**” means a single-family equivalent of density as defined from time to time in the Town’s land use regulations.

2. _____ acknowledges and agrees that following the transfer of the XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, there shall remain XXX (XX) SFEs of density upon the Sending Parcel.

3. Town and _____ further acknowledge and agree that following the transfer of XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, the Receiving Site shall then have a total of XXX (XX) SFEs of residential and commercial density, which density may only be used in connection with a development approved by Town pursuant to the Town’s applicable land use ordinances, policies, and codes. Nothing in this Agreement shall constitute a site specific development plan for the development of the Sending Parcel or the Receiving Site, nor shall this Agreement give rise to the creation of any vested rights with respect to the

development of the Sending Parcel or the Receiving Site (without limiting ARTICLE 12 of the Development Agreement).

4. The agreements and covenants contained in this Agreement shall: (i) run with the land; (ii) burden the Sending Parcel and benefit the Receiving Site; and (iii) be binding upon the Town and XXXX and their successors and assigns, and all persons who hereafter acquire any interest in either the Sending Parcel or the Receiving Site.

5. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, to place prospective purchasers and other interested parties on notice as to the terms, conditions, and limitations contained herein.

6. This Agreement and the exhibits hereto represent the entire understanding between the parties with respect to the subject matter of this Agreement.

7. This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart or signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Density Transfer Agreement And Covenant effective as of date above.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____, Town Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Shannon Haynes, Town Manager, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[INSERT]

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, as _____, of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Exhibit "A" [to Ex. 8 Form Density Transfer Covenant]

Legal Description of the Sending Parcel

Exhibit “B” [to Ex. 8 Form Density Transfer Covenant]

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

TREE LEGEND	
SYMBOL	TYPE
	NARROW LEAF COTTONWOOD
	QUAKING ASPEN
	RIVER BIRCH
	COLORADO SPRUCE
	DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
	EXISTING TREE TO BE REMOVED
	TREE REPLACEMENT/ADDED
TOTAL PRESERVED	
TOTAL REMOVED	
TOTAL REPLACE/ADD	

NOTES

ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS AND PROVIDED HISTORIC SURVEY INFORMATION. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.



Drawing: UA\2019026_Breckenridge-Gondola Lot Dev\05_CAD\Sheets\00-Exhibits-Coordination\04_GRS+CRN+NGL_PlantingPlan_Exhibits.dwg
 Last Saved: March 15, 2024 11:37:29 AM by Zeehart
 Last Plotted: 3/15/2024 11:41:57 AM
 COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2022

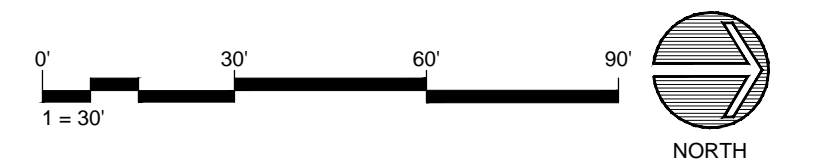


Exhibit 10
[Parcel 2 Concept Plan]

NOT FOR
CONSTRUCTION

DRAWN BY: ZET/J
CHECKED BY: DTJ
PROJECT NO.: 2019026
ISSUE DATE: 03/15/2024
REVISIONS:

SHEET TITLE:
GOLD RUSH
NORTH
SITE+PLANTING
PLAN

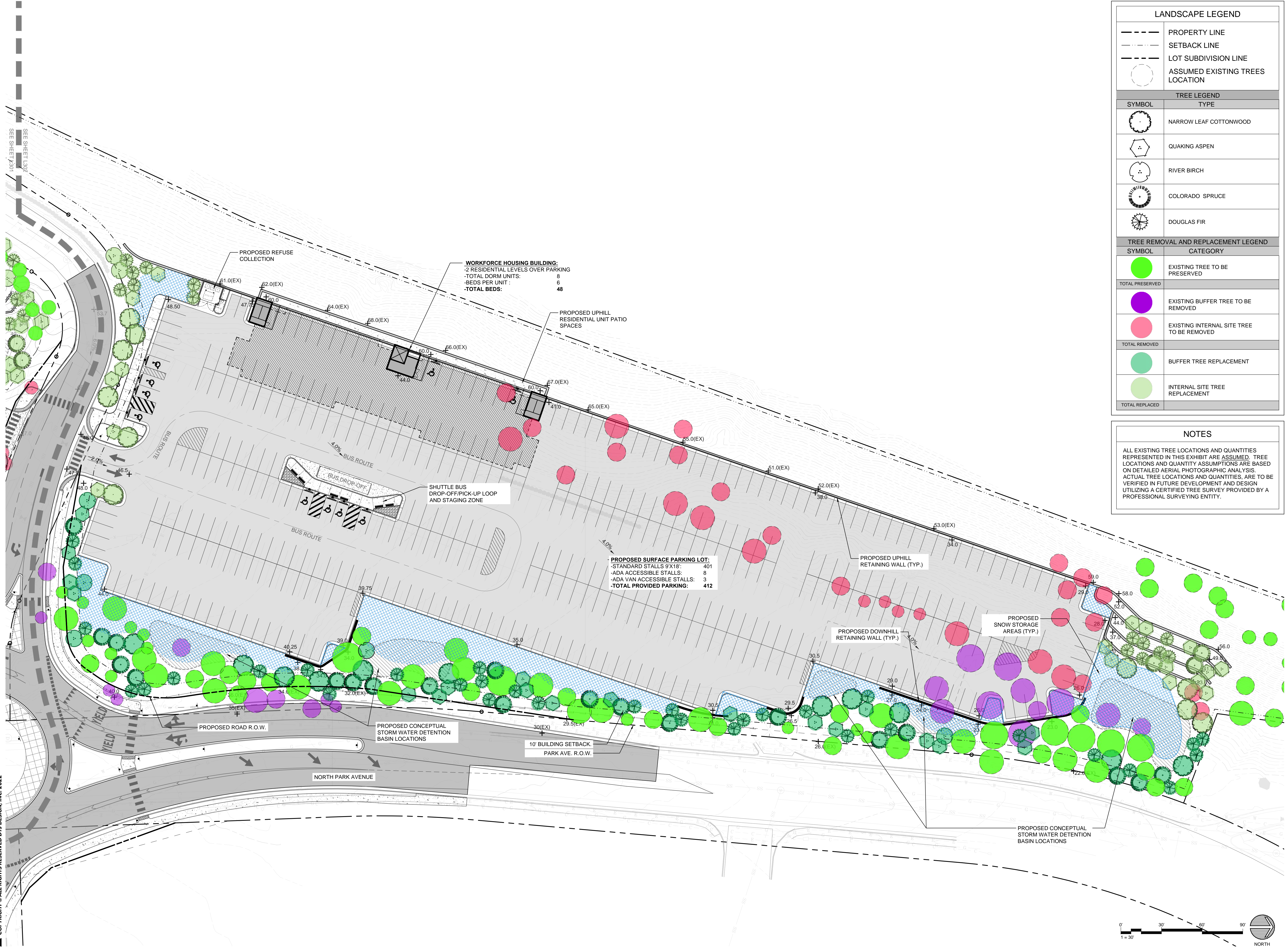
SHEET NUMBER:

LANDSCAPE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	LOT SUBDIVISION LINE
	ASSUMED EXISTING TREES LOCATION

TREE LEGEND	
SYMBOL	TYPE
	NARROW LEAF COTTONWOOD
	QUAKING ASPEN
	RIVER BIRCH
	COLORADO SPRUCE
	DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
TOTAL PRESERVED	
	EXISTING BUFFER TREE TO BE REMOVED
	EXISTING INTERNAL SITE TREE TO BE REMOVED
TOTAL REMOVED	
	BUFFER TREE REPLACEMENT
	INTERNAL SITE TREE REPLACEMENT
TOTAL REPLACED	

NOTES	
ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS. ACTUAL TREE LOCATIONS AND QUANTITIES, ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.	



Drawing: UA\2019026_Breckenridge-Gondola Lot Dev\05_CAD\Sheets\00_Exhibits\Coordination\04_GRS+CRN+NGL_PlantingPlan_Exhibits.dwg
 Last Saved: March 15, 2024 11:42:39 AM by Zeehart
 Last Plotted: 3/15/2024 11:49:01 AM
 COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2022

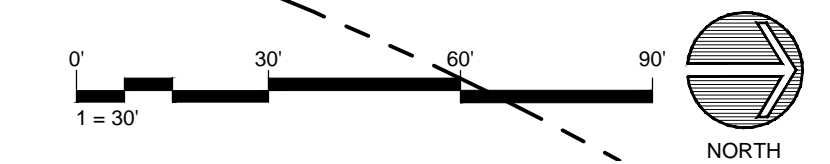


Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

*Prepared for: Breckenridge Grand Vacations
October 26, 2023*



Andy Herb, Ecologist/Owner
andy@alpine-eco.com
www.alpine-eco.com

Gold Rush Lots

Wetland Technical Report

Table of Contents

1.0 Introduction	3
1.1 Purpose of This Report.....	3
1.2 Project Description.....	3
2.0 Site Description	4
3.0 Methods	5
3.1 Literature Review.....	5
3.2 Field Data Collection	5
3.3 Mapping	6
3.4 Wetland Classification.....	6
3.5 Wetland Functional Assessment.....	6
4.0 Wetlands	7
4.1 Vegetation	7
4.2 Hydrology	7
4.3 Soils	7
4.4 Wetland Functional Condition.....	8
5.0 Other Water Features	9
6.0 Proposed Impacts	10
7.0 Proposed Mitigation	11
7.1 Wetland Mitigation.....	11
7.2 Wetland Setback Mitigation	11
8.0 Literature Cited	13

List of Figures

Figure 1 – Site Location Map

Figure 2 – Wetlands and Other Water Features

Gold Rush Lots

Wetland Technical Report

List of Tables

Table 1 – Permanent Wetland Impacts (p.10)

Appendices

Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C - Site Plan and Wetland Disturbance

Abbreviations and Acronyms

FAC	Facultative
FACW	Facultative Wetland
FACWet	Functional Assessment of Colorado Wetlands
FACU	Facultative Upland
FGDC	Federal Geographic Data Committee
HGM	Hydrogeomorphic Method
HUC	Hydrologic Unit Code
ILF	In-Lieu Fee
NFF	National Forest Foundation
NRCS	Natural Resources Conservation Service
NWPL	National Wetland Plant List
OBL	Obligate
PEM	Palustrine Emergent
PSS	Palustrine Scrub/Shrub
UPL	Upland
USACE	US Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
WGS	World Geodetic System

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

This report formally documents the wetlands and other water features present in the study area. The primary reason for this documentation is to assist with project planning and design, which is intended to maximize avoidance of these features wherever practicable. The wetland and other water features described in this report include all those present, regardless of their jurisdiction under Section 404 of the Clean Water Act.

This report also documents the proposed impacts to wetlands and other water features, and any proposed compensatory mitigation measures.

1.2 Project Description

The project involves the construction of residential duplex/townhomes and the supporting roadway and other infrastructure components.

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

The 16.1-acre study area is in Summit County, in the Town of Breckenridge, Colorado (**Figure 1**) and is immediately west of Park Avenue under the Breck Connect Gondola. The site can be found on the United States Geological Survey 7.5-minute series *Breckenridge, Colorado* quadrangle and includes land in both Township 6S, Range 77W, Section 31 and Township 6S, Range 78W, Section 36. The study area centroid has the following approximate coordinates (datum is WGS84):

- Universal Transversal Mercator: 409729E, 4371267N
- Latitude/Longitude: 39.486276°N, -106.049696°W

The study area is approximately 9,575 feet above mean sea level and is flanked by commercial development to the north and east, and residential development to the west and south. The northern portion of the site is mostly developed and consists of large parking lots. The southern portion is mostly comprised of natural habitats, including a mix of willow (*Salix* spp.)-dominated wetlands, associated riparian habitat, and some mixed conifer and Quaking Aspen (*Populus tremuloides*) wooded areas.

The site is in the Sedimentary Subalpine Forests Ecoregion, which is characterized by glaciated mountains with steep slopes and high-gradient perennial streams between 8,500 and 10,000 feet above mean sea level (Chapman, et al. 2006). Vegetation in the ecoregion is generally Engelmann's Spruce/Fir (*Picea engelmannii*/*Abies lasiocarpa*) forest interspersed with Quaking Aspen groves and meadows. Land uses include timber harvest, mining, hunting and other recreation, and some seasonal grazing.

The site is also in the Southern Rocky Mountain Forest and Range Land Resource Region (NRCS 2006). This Land Resource Region is characterized by rugged mountains with some broad valleys and remnants of high plateaus. Precipitation ranges from 7 to 63 inches per year, and the primary soil resource concerns are erosion by wind and water and maintaining the productivity of the soils. The majority of land in this region is federally owned.

The hydrologic unit code (HUC) is 14010002 (Blue).

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

Prior to conducting the field survey, numerous sources of data were reviewed to gain a general understanding of the ecology of the study area. These sources included aerial photographs and topographic maps, *Wetlands Mapper* website (USFWS 2023), *Web Soil Survey* (NRCS 2023a), *National Wetland Plant List (NWPL)* (USACE 2020), other state and federal agency websites, and other relevant data.

3.2 Field Data Collection

Andy Herb (senior ecologist) originally identified wetlands and other water features in a portion of the study area in August 2016 and returned in July 2020 to update those boundaries and examine the rest of the study area. All features were delineated within the defined study area using procedures outlined in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (USACE 2010), which involved a detailed examination of plants, soils, and hydrologic indicators present.

Generally, the detailed examination of each wetland involves the collection of vegetation, soil, and hydrology data at paired data points. These paired points include one point within the suspected wetland and one point in the adjacent upland. However, if numerous wetlands are in close proximity and surrounded by the same or similar upland plant community, then upland data points of nearby sites are often utilized, rather than creating a new upland data point for each wetland area.

During field examinations, all plants considered dominant in wetlands or otherwise commonly observed were identified. A list of dominant plants was documented for each potential wetland area and was compared to the NWPL to determine the “wetland indicator status” of each species. Generally, if at least 50 percent of those species had an indicator status of facultative (FAC) or wetter, the potential wetland area would satisfy the US Army Corps of Engineers (USACE) criterion for wetland vegetation. The botanical nomenclature presented in this report follows the NWPL and is followed by the NWPL indicator status for the Western Mountains, Valleys, and Coast Region. If a species is not listed in the NWPL, then the nomenclature follows the *PLANTS Database* (NRCS 2023b).

Soils were examined at various locations throughout the study area to identify the presence of hydric soil indicators. If indicators were found, multiple pits may have been dug along the gradient to identify the extent of hydric soils.

While recording plant species and identifying soil characteristics, potential wetlands within the study area were assessed for evidence and potential sources of wetland hydrology. This evidence included primary indicators such as the presence of surface water and saturation, and secondary indicators like drainage patterns and geomorphic position.

Most surrounding uplands were not formally sampled or recorded on data forms, and were generally examined while attempting to identify wetland areas. Those uplands examined in more detail or recorded on data forms typically exhibited evidence of at least one wetland indicator (hydrophytic vegetation, hydric soils, or wetland hydrology). Data collected for all areas investigated and deemed non-wetland are not necessarily included in this report.

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

After determining the approximate extent of the wetlands based on the presence of hydric soils, hydrophytic vegetation, and wetland hydrology, the wetland boundary was flagged and surveyed using a global positioning system device. This equipment provides accuracy of less than one meter.

3.4 Wetland Classification

Wetlands in the study area were classified in accordance with the *Hydrogeomorphic Method* (HGM) (Brinson 1993) and the Federal Geographic Data Committee (FGDC) *Classification of Wetlands and Deepwater Habitats of the United States* (FDGC 2013).

The “slope” wetland classification is the only HGM type applicable to wetlands in the study area. Slope wetlands are those that are generally not on floodplains and that have groundwater as their primary water source.

The FGDC classification scheme includes two wetland types that apply to wetlands in the study area: palustrine emergent (PEM) and palustrine scrub-shrub (PSS). PEM wetlands are those dominated by herbaceous vegetation (grasses, grass-like, and forbs). PSS wetlands are those dominated by shrubs or trees less than 20 feet tall.

3.5 Wetland Functional Assessment

Wetland functions were generally assessed using the concepts presented in the *Functional Assessment of Colorado Wetlands* (FACWet) Method (Johnson, et al. 2013), although a complete assessment was not conducted. FACWet is a rapid assessment method that provides a reliable and consistent approach to rating the condition of wetlands relative to their natural potential by focusing on the presence of stressors. Stressors are human-caused changes to a wetland or adjacent lands that alter a wetland’s ability to perform ecological functions and processes.

Gold Rush Lots

Wetland Technical Report

4.0 Wetlands

The 16.1-acre study area contains 5.7 acres of mostly PSS slope wetlands that include small pockets of PEM wetlands in the wettest areas. They are shown on **Figure 2** and briefly described in the following sections. *Wetland Determination Data Forms* are in **Appendix A** and photos are in **Appendix B**.

4.1 Vegetation

Most of the wetland area is dominated by willows (**Photo 1 in Appendix B**), with an understory comprised mostly of Bluejoint (*Calamagrostis canadensis*-FACW) and Tall Fringe Bluebells (*Mertensia ciliata*-FACW) in drier wetlands, and Northwest Territory Sedge (*Carex utriculata*-OBL) and Leafy Tussock Sedge (*Carex aquatilis*-OBL) in wetter areas. The most common willows present are Drummond's Willow (*Salix drummondiana*-FACW), Geyer's Willow (*S. geyreriana*-FACW), and Park Willow (*S. monticola*-OBL).

The vegetation along the wetland boundary is generally characterized by a subtle transition away from the hydrophytes mentioned above, to an increasing density of dead and/or dying willow with an understory of more mesic grasses and forbs like Fringed Brome (*Bromus ciliatus*-FAC), Common Yarrow (*Achillea millefolium*-FACU), Meadow Thistle (*Cirsium scariosum*-FAC), and Virginia Strawberry (*Fragaria virginiana*-FACU) (**Photos 2 and 3 in Appendix B**). These areas also often contain scattered mesic and upland trees and shrubs, including Quaking Aspen (FACU), Lodgepole Pine (*Pinus contorta*-FAC), Common Juniper (*Juniperus communis*-UPL), Golden-Hardhack (*Dasiphora fruticosa*-FAC), and Four-Line Honeysuckle (*Lonicera involucrata*-FAC).

4.2 Hydrology

The wetlands are mainly supported by seasonally high groundwater associated with snowmelt. The southwest and west portions of the wetlands are wettest and wetland hydrology in these areas are supplemented by perennial surface water inputs from the adjacent developed areas (see *Section 5.0 Other Water Features*). The remainder of the wetlands (especially the east and north sides) appear to be drier than they were historically, as evidenced by the extensive dead and dying willow, relatively low cover of herbaceous hydrophytes, and limited evidence of recent standing or flowing water. This drying seems to be a result of development up-gradient of the wetland (outside the study area) interrupting surface and/or groundwater flows, as well as the presence of a ditch at the north end that directs surface flows (and some groundwater) out of the wetland area, which then quickly infiltrates into the upland area to the north.

Much of the wetland area (especially the western half) was saturated to the surface during fieldwork and some areas had surface water present (up to 6 inches deep). The wetland hydrology indicators observed in the study area include Surface Water (A1), Saturation (A3), Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5).

4.3 Soils

According to the *Web Soil Survey* (NRCS 2023a), the soil in the study area is Grenadier gravelly loam, 0 to 6 percent slopes. This soil is not considered hydric but it is known to have both cumulic cryaquolls and hystic cryaquolls as minor components (20%) in swales, both of

Gold Rush Lots

Wetland Technical Report

which are listed as hydric. The Grenadier gravelly loam is found on fans and at mountain bases, and is derived from glacial drift. It is generally well drained and has a normal depth to water table of more than 80 inches. The typical profile is gravelly loam from 0 to 3 inches and gravelly sandy clay loam from 3 to 16 inches. A total of five soil pits were excavated in and near the wetlands (**Figure 2**), and they generally confirmed the presence of this soil type. Soil observed in the various pits were variable, with sand, silty and sandy loams, and gravel observed within 16 inches of the surface (see data forms in **Appendix A**). The only hydric soil indicator observed in the soil pits was Depleted Matrix (F3).

4.4 Wetland Functional Condition

Based on the concepts presented in the *FACWet Method* (Johnson, et al. 2013), the general condition of the wetlands in study area is Functioning to Functioning Impaired (letter grade of "C" to "D"). This is a result of the great loss of historical wetlands in and adjacent to the study area, and the presence of several major ecological stressors. The most severe stressors include: 1) altered water source and distribution caused by upgradient developments (outside the study area), as well as on-site morphological modifications to the wetland itself (ditching and old railroad bed); and 2) modifications to the contributing area, namely the extensive development in the immediate watershed.

The highest functioning part of the wetland is the west side where there appears to be more appropriate wetland hydrology. This part of the wetland is supplemented by surface flows from the two tributaries entering from the west (see *Section 5.0 Other Water Features*) and generally contains the expected vegetation zones. The lower functioning wetlands on the east and north are partially dewatered by adjacent land uses and ditching, which has had a profound impact on the vegetation complexity and overall functional condition.

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

While there are no other water features in the study area (no channels with a defined bed and bank), surface water flows certainly enter the site and influence the wetlands present. **Figure 2** shows the surface water inputs to the site and the direction of flow, which is typically observable during snowmelt as shallow groundwater flow and/or sheet flow. There are three main surface water inputs:

- **Tributary 1** enters the study area from the south through a small culvert (approximately 18 inches in diameter) and appears to be drainage from the residential development to the south – perhaps from foundation drains or other sources of water more reliable than stormwater since it has been observed flowing during site visits in spring, summer, and fall (**Photo 4 in Appendix B**). The flow path of this tributary is mostly covered with wetland vegetation.
- **Tributary 2** is an unnamed topographic swale that enters the study area from the southwest through a large culvert (approximately 36-inch) under the walking path at the end of Woods Drive (**Photo 5 in Appendix B**). It appears to carry snowmelt and other stormwater flows into the site and has been observed dry during the summer and fall. While some large flows enter through this tributary, as evidenced by recent sediment and rafted debris, it does not contain a defined channel within the study area. Water entering the site sheet flows into the larger wetland area.
- **Tributary 3** appears to be drainage from the residential development to the west, along Woods Drive. Water drains from a retaining wall into a small pond (out of the study area) and sheet flows into the site below the pond (**Photo 6 in Appendix B**). Similar to Tributary 1, this tributary has been observed flowing during site visits in spring, summer, and fall, so it may also originate from foundation drains.

While much of the wetland stays relatively wet throughout the growing season, no surface flows appear to leave the property. During snowmelt, when surface flows are typically at their peak, water can flow out of the large wetland area into a narrow part of the wetland that is an excavated ditch with a vegetated bottom (no channel). This ditch was historically excavated in an apparent attempt to drain the larger wetland and directs water northeast where it can leave the wetland via sheet flow and into a topographic swale. If it makes it that far, it continues north through the swale into a culvert under Woods Drive and into a small upland stormwater pond. There is no channel between the wetland and this pond (**Photo 7 in Appendix B**). The pond is strictly a topographic depression in uplands and does not contain wetlands or a channel. The pond outlets to an elevated wooden box with an opening to an underground stormwater pipe that appears to run east along the north side of French Street approximately 600 feet to the Blue River. The entrance to this pipe is perched above the ground surface and shows no signs of recent or regular flow (**Photos 8 and 9 in Appendix B**). Other than this outlet, there are no other culverts or surface water connections to off-site habitats.

Gold Rush Lots

Wetland Technical Report

6.0 Proposed Impacts

The proposed project would result in the permanent loss of 0.10 acre of wetlands for the construction of the residential development and the widening of North Park Avenue (**Table 1**). The drawings in **Appendix C** show the overall site plan and the impacted wetlands.

Table 1: Permanent Wetland Impacts

Project Feature	Permanent Impacts (acres)	Notes
Residential Development	0.067	Includes grading for buildings and associated features; 0.198 acre of adjacent wetland setback area also permanently lost
North Park Avenue	0.033	Includes grading for road widening and associated features; wetland setback impacts temporary
Total	0.100	-

The wetlands impacted for residential development are those associated with the historically excavated ditch at the north end and are the lowest quality wetlands in the study area. The wetlands impacted for the widening of North Park Avenue are on the extreme eastern edge of the wetland where substantial evidence of drying was observed. These wetlands are also some of the lowest functioning wetlands in the study area.

Permanent impacts to the wetland setback (25-foot buffer around the wetlands) include 0.198 acre associated with the wetlands impacted by the residential development. The setback where the wetlands would be impacted by the widening of North Park Avenue are expected to be temporarily impacted during construction but will not be permanently lost.

Gold Rush Lots

Wetland Technical Report

7.0 Proposed Mitigation

7.1 Wetland Mitigation

The proposed project would permanently fill 0.10 acre of existing wetlands as a result of the construction of the residential duplex/townhomes and supporting roadway and other infrastructure components. The wetlands were determined to be non-jurisdictional under the Clean Water Act on August 31, 2021 by the USACE. Regardless, the project proponent has worked diligently to avoid and minimize impacts to wetlands to the maximum extent practicable by redesigning the project multiple times to keep the project footprint as small as possible and orienting the proposed improvements to maximize the use of upland areas. Since wetlands encompass a large portion of the property (5.7 of the 16.1 acres), there is no feasible alternative to disturbing some wetlands and still meet the project purpose of providing residential housing within the density set forth by the Town of Breckenridge (Town) approved masterplan, meeting local fire code access requirements to the residential units, while simultaneously preserving mature existing trees and vegetation on site as required for Town approval of the project.

The 0.10 acre of wetlands lost have been compensated for by purchasing 0.2 credits (2:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022.

Additional information about the program can be found on the Corps' Regulatory In-Lieu Fee and Bank Tracking Information System website:

https://ribits.ops.usace.army.mil/ords/f?p=107:378::NO::P378_PROGRAM_ID:2808.

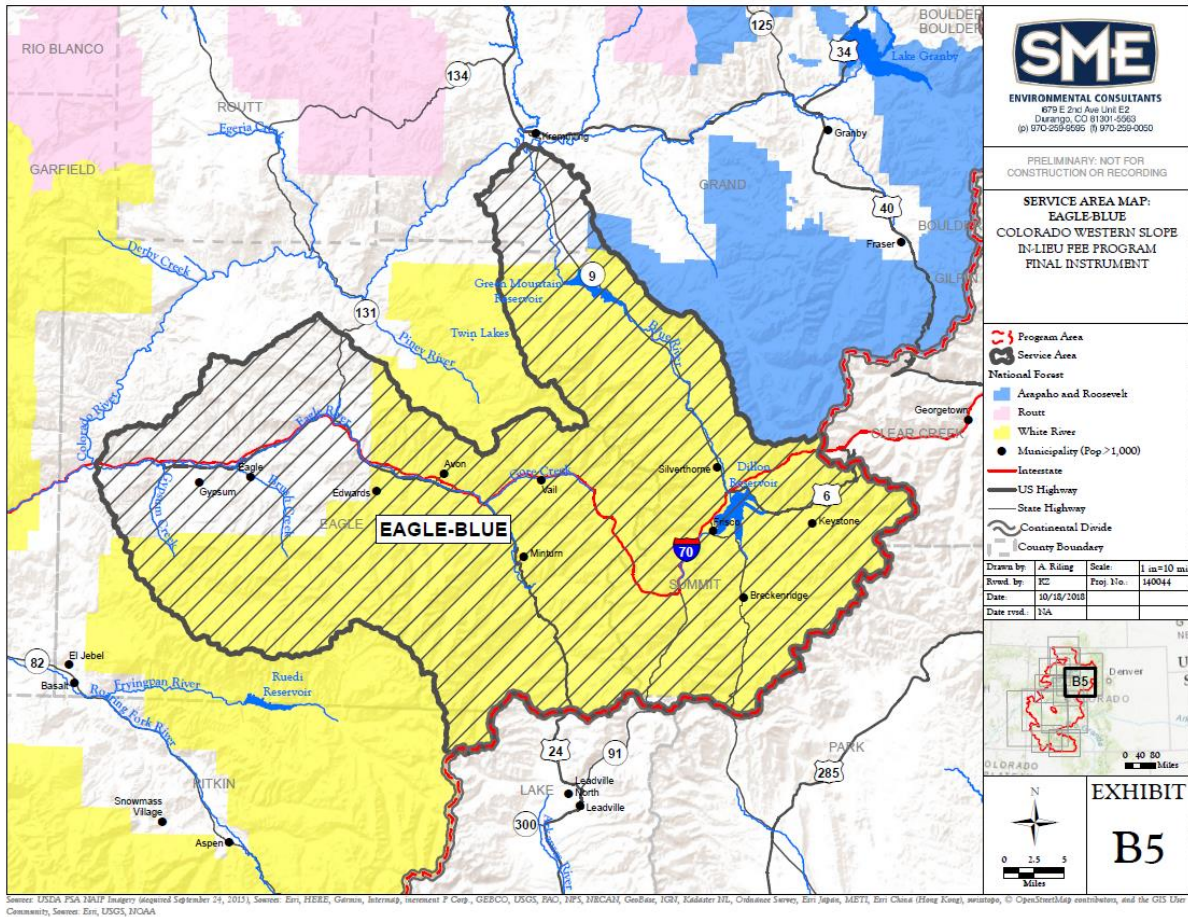
The mitigation credits will be debited from the Program's Blue-Eagle Service Area, which encompasses hydrologic unit code 1401000201 and includes the Town of Breckenridge (see **Figure B5** from the program instrument below). As such, a formal wetland mitigation plan will not be prepared for the project. Details of the wetlands to be used for the ILF Program are available from the NFF by contacting Mr. Marcus Selig (NFF Chief Conservation Officer) at 720.437.0290 or mseelig@nationalforests.org.

7.2 Wetland Setback Mitigation

The project would permanently impact 0.198 acre of wetland setback. The compensation for this setback area includes the purchase of surplus credits from the ILF (0.2 credits instead of the required 0.1 credit), as well as the revegetation of areas around the new residential facilities, including the proposed stormwater detention basin.

The project would also temporarily impact a portion of the wetland setback adjacent to the wetlands impacted by the widening of North Park Avenue. This setback area will be revegetated with a native seed mix after construction.

Gold Rush Lots Wetland Technical Report



Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

Brinson, M. 1993. *A Hydrogeomorphic Classification for Wetlands*. Technical Report WRP-DE-4, US Army Engineer Waterways Experiment Station. Vicksburg, MS.

Chapman, S.S., Griffith, G.E., Omernik, J.M., Price, A.B., Freeouf, J., and Schrupp, D.L., 2006. *Ecoregions of Colorado* (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,200,000).

Federal Geographic Data Committee (FGDC). 2013. *Classification of Wetlands and Deepwater Habitats of the United States*. FGDC-STD-004-2013. Second Edition. Wetlands Subcommittee, Federal Geographic Data Committee and US Fish and Wildlife Service, Washington, DC.

Johnson, B., Beardsley, M., and Doran, J. 2013. *The Functional Assessment of Colorado Wetlands (FACWet) Method*. Version 3.0. Prepared for the Colorado Department of Transportation DTD Applied Research and Innovation Branch. April.

Natural Resources Conservation Service (NRCS). 2006. *Land Resource Regions and Major Land Resource Areas of the United States, the Caribbean, and the Pacific Basin*. United States Department of Agriculture Handbook 296.

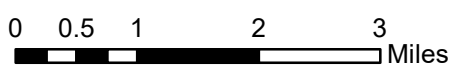
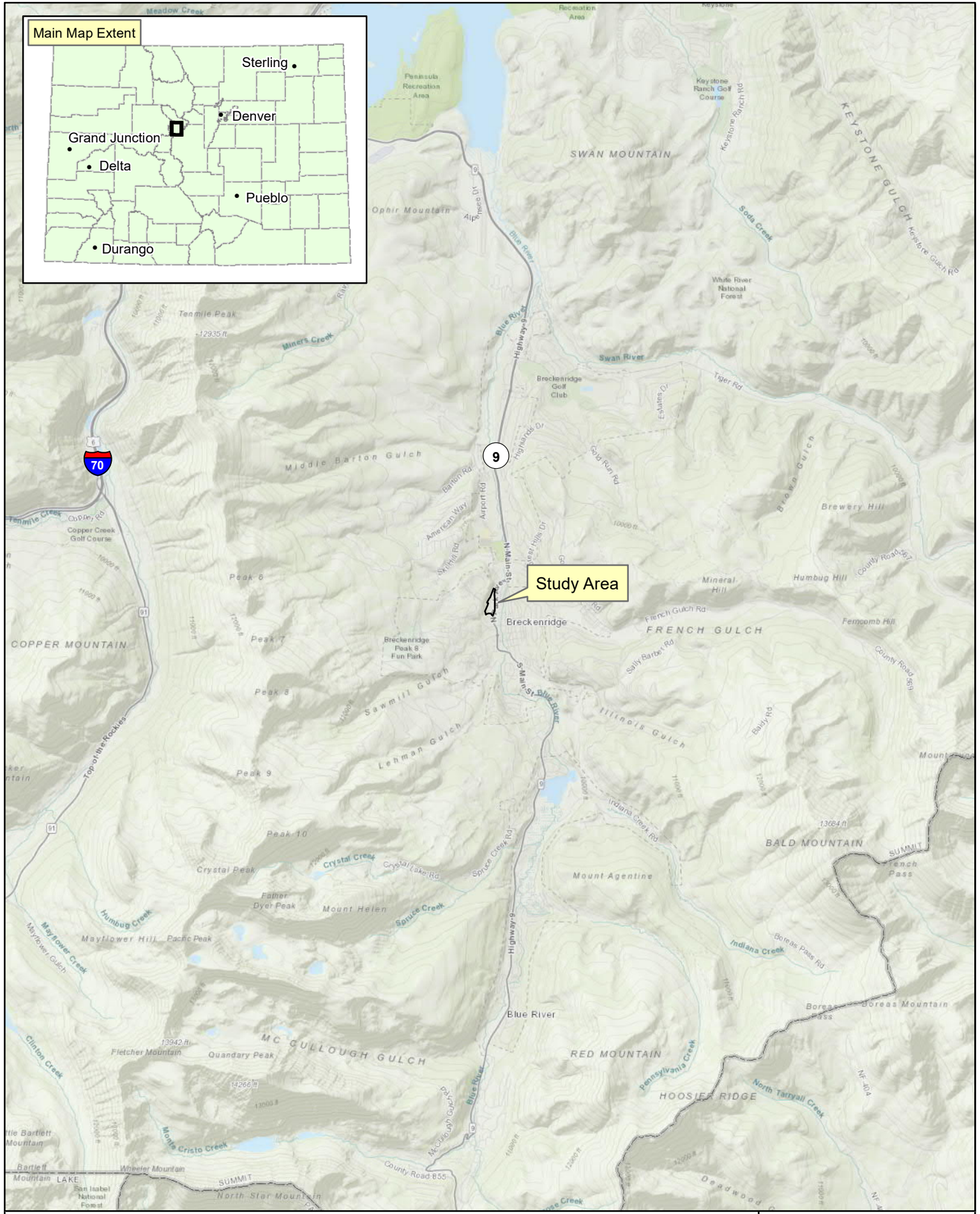
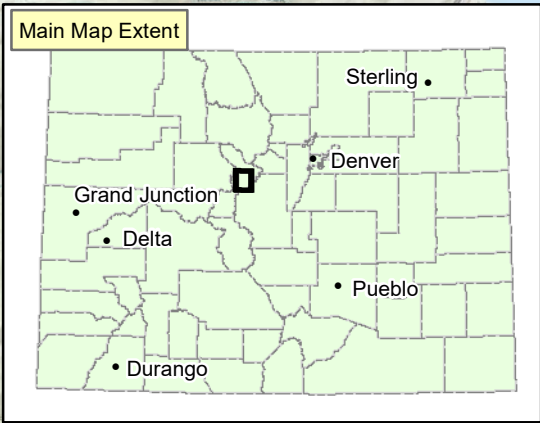
Natural Resources Conservation Service (NRCS). 2023a. *Web Soil Survey*, Website: <http://websoilsurvey.nrcs.usda.gov>.

Natural Resources Conservation Service (NRCS). 2023b. *PLANTS Database*, Website: <http://plants.usda.gov/plants/index.html>.

US Army Corps of Engineers (USACE). 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. ERDC/EL TR-10-3. May.

US Army Corps of Engineers (USACE). 2020. *National Wetland Plant List*, version 3.3. http://wetland-plants.usace.army.mil/nwpl_static/v33/home/home.html.

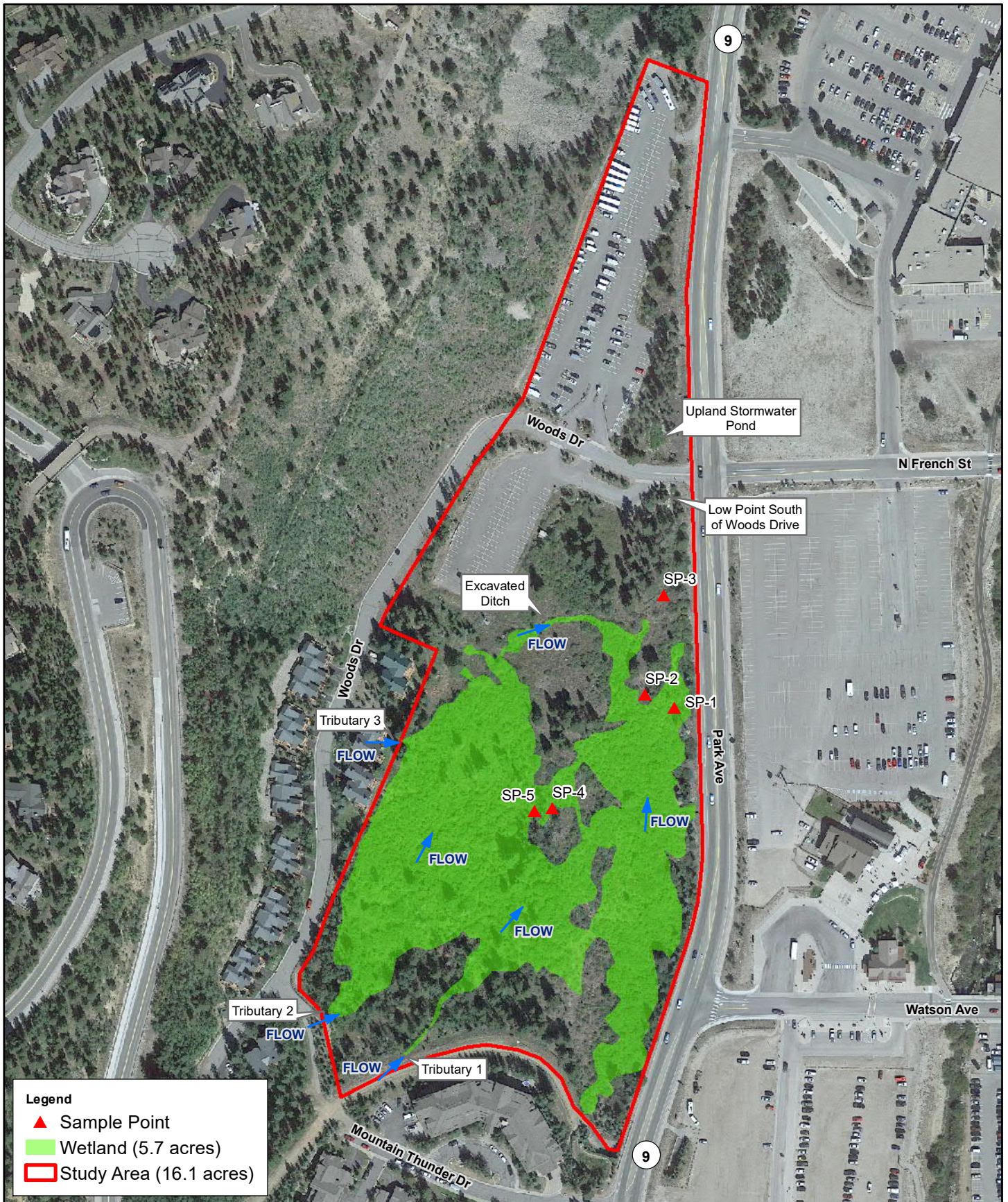
US Fish and Wildlife Service (USFWS). 2023. *Wetlands Mapper*, version 2: <https://www.fws.gov/wetlands/data/mapper.HTML>.



Gold Rush Parking Lot

Figure 1
Site Location Map

07/19/2021



Legend

- ▲ Sample Point
- Wetland (5.7 acres)
- Study Area (16.1 acres)



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

Appendix A
Wetland Determination Data Forms

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP1
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
 Subregion (LRR): LRR E, MLRA 48A Lat: 39.485950 Long: -106.048847 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
---	--

Remarks:
 Dense willow area with mesic understory; appears to be drier than historically but still meets the wetland criteria; possibly part of a relict beaver pond complex; original data collected in August 2016 but verified in July 2020

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
=Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>10</u>	x 1 = <u>10</u>																			
FACW species <u>30</u>	x 2 = <u>60</u>																			
FAC species <u>45</u>	x 3 = <u>135</u>																			
FACU species <u>5</u>	x 4 = <u>20</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>90</u> (A)	<u>225</u> (B)																			
Prevalence Index = B/A = <u>2.50</u>																				
1. <u>Salix drummondiana</u>	10	Yes	FACW																	
2. <u>Salix monticola</u>	10	Yes	OBL																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
=Total Cover																				
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>X</u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Mertensia ciliata</u>	20	Yes	FACW																	
2. <u>Agrostis gigantea</u>	15	Yes	FAC																	
3. <u>Poa pratensis</u>	15	Yes	FAC																	
4. <u>Elymus trachycaulus</u>	15	Yes	FAC																	
5. <u>Taraxacum officinale</u>	5	No	FACU																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
=Total Cover																				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
=Total Cover																				
% Bare Ground in Herb Stratum <u>25</u>																				

Remarks:
 Lots of partially dead or dying willow; overall dense willow with relatively mesic understory

SOIL

Sampling Point: SP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-2	10YR 2/2	100					Loamy/Clayey	silty clay loam
2-6	10YR 4/2	85	10YR 4/6	15	C	M	Loamy/Clayey	sandy loam
6-16	10YR 4/4	100					Sandy	sand and gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 2 cm Muck (A10) (LRR A, E)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR D)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR D, G)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input checked="" type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input checked="" type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Small channels present throughout the area; appears to be relict beaver pond area; currently dry and generally seems to be drier than historically; main source of hydrology is seasonally high groundwater associated with snowmelt

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP2
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
 Subregion (LRR): LRR E, MLRA 48A Lat: 39.486027 Long: -106.049056 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: Open shrubby area dominated by mesic vegetation; meets vegetation criterion but no evidence of hydrology or hydric soils	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	_____	_____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>83.3%</u> (A/B)
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
_____	_____	_____	_____	
=Total Cover				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Dasiphora fruticosa</u>	10	Yes	FAC	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>15</u> x 2 = <u>30</u> FAC species <u>75</u> x 3 = <u>225</u> FACU species <u>27</u> x 4 = <u>108</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>117</u> (A) <u>363</u> (B) Prevalence Index = B/A = <u>3.10</u>
2. <u>Salix drummondiana</u>	5	Yes	FACW	
3. <u>Lonicera involucrata</u>	5	Yes	FAC	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
=Total Cover				
Herb Stratum (Plot size: <u>1x3 meter</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Agrostis scabra</u>	25	Yes	FAC	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2. <u>Achillea millefolium</u>	20	Yes	FACU	
3. <u>Cirsium scariosum</u>	10	No	FAC	
4. <u>Carex praegracilis</u>	10	No	FACW	
5. <u>Taraxacum officinale</u>	5	No	FACU	
6. <u>Penstemon procerus</u>	20	Yes	FAC	
7. <u>Potentilla gracilis</u>	5	No	FAC	
8. <u>Taraxacum officinale</u>	2	No	FACU	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
=Total Cover				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	_____	_____	Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>
2. _____	_____	_____	_____	
=Total Cover				
% Bare Ground in Herb Stratum <u>0</u>				

Remarks:
Relatively open area with mesic shrub cover; scattered Pinus contorta nearby

SOIL

Sampling Point: SP2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR 2/2	100					Loamy/Clayey	sandy loam; lots of roots
3-16	10YR 4/4	100					Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 2 cm Muck (A10) (LRR A, E)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR D)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR D, G)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
---	---

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>
---	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No evidence of hydrology; sample point approximately 20 feet from SP1 and about the same elevation

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP3
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
 Subregion (LRR): LRR E, MLRA 48A Lat: 39.486486 Long: -106.048944 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
---	---

Remarks:
 Swale down-gradient of main wetland area; small pocket of hydrophytes where water must be present during snowmelt/runoff; meets hydrophytic vegetation criterion but no evidence of hydric soils or wetland hydrology.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
=Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>80</u></td> <td>x 2 = <u>160</u></td> </tr> <tr> <td>FAC species <u>10</u></td> <td>x 3 = <u>30</u></td> </tr> <tr> <td>FACU species <u>10</u></td> <td>x 4 = <u>40</u></td> </tr> <tr> <td>UPL species <u>5</u></td> <td>x 5 = <u>25</u></td> </tr> <tr> <td>Column Totals: <u>105</u> (A)</td> <td><u>255</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>2.43</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>80</u>	x 2 = <u>160</u>	FAC species <u>10</u>	x 3 = <u>30</u>	FACU species <u>10</u>	x 4 = <u>40</u>	UPL species <u>5</u>	x 5 = <u>25</u>	Column Totals: <u>105</u> (A)	<u>255</u> (B)	Prevalence Index = B/A = <u>2.43</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>80</u>	x 2 = <u>160</u>																			
FAC species <u>10</u>	x 3 = <u>30</u>																			
FACU species <u>10</u>	x 4 = <u>40</u>																			
UPL species <u>5</u>	x 5 = <u>25</u>																			
Column Totals: <u>105</u> (A)	<u>255</u> (B)																			
Prevalence Index = B/A = <u>2.43</u>																				
1. <u>Salix drummondiana</u>	<u>10</u>	Yes	FACW																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
=Total Cover																				
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Calamagrostis canadensis</u>	<u>40</u>	Yes	FACW																	
2. <u>Mertensia ciliata</u>	<u>30</u>	Yes	FACW																	
3. <u>Achillea millefolium</u>	<u>10</u>	No	FACU																	
4. <u>Potentilla gracilis</u>	<u>5</u>	No	FAC																	
5. <u>Chamerion angustifolia</u>	<u>5</u>	No	UPL																	
6. <u>Cirsium arvense</u>	<u>5</u>	No	FAC																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
=Total Cover																				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
=Total Cover																				
% Bare Ground in Herb Stratum <u>5</u>																				

Remarks:
 Small pocket of hydrophytes (approx. 100 square feet) on edge of broad swale below main wetland

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 2 cm Muck (A10) (LRR A, E)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR D)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR D, G)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
---	---

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>
---	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No evidence of hydrology; sample point in lowest part of swale where it would be wettest; likely receives occasional snowmelt/runoff

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP4
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485524 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u> N </u>
Hydric soil present? <u> N </u>	
Indicators of wetland hydrology present <u> N </u>	

If yes, optional wetland site ID: _____

Remarks: (Explain alternative procedures here or in a separate report.)

Edge of vegetatively diverse mesic meadow; appears to be relic wetland area from when the site was wetter; presence of willows meets the hydrophytic vegetation criterion but no indicators of hydrology or hydric soils

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Populus tremuloides</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
		<u>20</u> = Total Cover		
Sapling/Shrub Stratum	Plot Size (15' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Salix geeyeriana</u>	<u>15</u>	<u>Y</u>	<u>FACW</u>
2	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
3	<u>Salix monticola</u>	<u>5</u>	<u>N</u>	<u>OBL</u>
4	_____	_____	_____	_____
5	_____	_____	_____	_____
		<u>30</u> = Total Cover		
Herb Stratum	Plot Size (5' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Fragaria virginiana</u>	<u>25</u>	<u>Y</u>	<u>FACU</u>
2	<u>Achillea millefolium</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>
3	<u>Phleum pratense</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
4	<u>Poa pratensis</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
5	<u>Bromus ciliatus</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
6	<u>Lupinus</u>	<u>10</u>	<u>Y</u>	_____
7	<u>Festuca</u>	<u>5</u>	<u>N</u>	_____
8	<u>Carex praegracilis</u>	<u>5</u>	<u>N</u>	<u>FACW</u>
9	<u>Gallium boreale</u>	<u>2</u>	<u>N</u>	<u>FACU</u>
10	_____	_____	_____	_____
11	_____	_____	_____	_____
		<u>97</u> = Total Cover		
Woody Vine Stratum	Plot Size (N/A)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>N/A</u>	_____	_____	_____
2	_____	_____	_____	_____
		<u>0</u> = Total Cover		

50/20 Thresholds	20%	50%
Tree Stratum	4	10
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

Dominance Test Worksheet	
Number of Dominant Species that are OBL, FACW, or FAC:	<u>5</u> (A)
Total Number of Dominant Species Across all Strata:	<u>9</u> (B)
Percent of Dominant Species that are OBL, FACW, or FAC:	<u>55.56%</u> (A/B)

Prevalence Index Worksheet	
Total % Cover of:	<input type="checkbox"/>
OBL species	<u>5</u> x 1 = <u>5</u>
FACW species	<u>20</u> x 2 = <u>40</u>
FAC species	<u>40</u> x 3 = <u>120</u>
FACU species	<u>67</u> x 4 = <u>268</u>
UPL species	<u>0</u> x 5 = <u>0</u>
Column totals	<u>132</u> (A) <u>433</u> (B)
Prevalence Index = B/A =	<u>3.28</u>

Hydrophytic Vegetation Indicators:

_____ Rapid test for hydrophytic vegetation

Dominance test is >50%

_____ Prevalence index is ≤3.0*

_____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

_____ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

Edge of open meadow area; possibly relic wetland area

Project Site: Gold Rush Lots

SOIL

Sampling Point:

SP4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-16	10YR3/3	100	N/A				Sandy loam	some small gravel throughout

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains **Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils:
<input type="checkbox"/> Histisol (A1)	<input type="checkbox"/> 2 cm Muck (A10) (LRR K, L, MLRA 149B)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input checked="" type="checkbox"/> Stripped Matrix (S6)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR K, L)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Depleted Matrix (F3)
<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Redox Dark Surface (F6)
	<input type="checkbox"/> Depleted Dark Surface (F7)
	<input type="checkbox"/> Redox Depressions (F8)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric soil present? <u>Y</u>
Remarks: Recent gopher activity, soil dry	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Raised Ant Mounds (D6)(LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) (B8)	<input type="checkbox"/> Other (Explain in Remarks)

Field Observations: Surface water present? Yes _____ No <u>X</u> Depth (inches): _____ Water table present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Indicators of wetland hydrology present? <u>N</u>
---	--

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:
None

Remarks: Sample point approx. 2.5'(V) above wetland area; likely seasonally wet from snowmelt but no hydrologic indicators obs.

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP5
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485559 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present <u>Y</u>	

If yes, optional wetland site ID: _____

Remarks: (Explain alternative procedures here or in a separate report.)

PSS wetland in swale along edge of mesic meadow; includes smaller pockets of PEM wetland. A current flow path for seasonal high water (snowmelt).

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
		0 =	Total Cover	
Sapling/Shrub Stratum	Plot Size (15' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Salix geyeriana</u>	40	Y	FACW
2				
3				
4				
5				
		30 =	Total Cover	
Herb Stratum	Plot Size (5' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Carex aquatilis</u>	65	Y	OBL
2	<u>Geum macrophyllum</u>	15	N	FAC
3	<u>Equisetum arvense</u>	10	N	FAC
4	<u>Poa palustris</u>	5	N	FAC
5	<u>Phleum pratense</u>	2	N	FAC
6				
7				
8				
9				
10				
11				
		97 =	Total Cover	
Woody Vine Stratum	Plot Size (N/A)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>N/A</u>			
2				
		0 =	Total Cover	

% Bare Ground in Herb Stratum: 3

50/20 Thresholds	20%	50%
Tree Stratum	0	0
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0

Dominance Test Worksheet	
Number of Dominant Species that are OBL, FACW, or FAC:	<u>2</u> (A)
Total Number of Dominant Species Across all Strata:	<u>2</u> (B)
Percent of Dominant Species that are OBL, FACW, or FAC:	100.00% (A/B)

Prevalence Index Worksheet	
Total % Cover of:	<input type="checkbox"/>
OBL species	65 x 1 = 65
FACW species	40 x 2 = 80
FAC species	32 x 3 = 96
FACU species	0 x 4 = 0
UPL species	0 x 5 = 0
Column totals	<u>137</u> (A) <u>241</u> (B)
Prevalence Index = B/A =	1.76

Hydrophytic Vegetation Indicators:
 Rapid test for hydrophytic vegetation
 Dominance test is >50%
 Prevalence index is ≤3.0*
 Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
 Problematic hydrophytic vegetation* (explain)
 *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks:

Willow-dominated area in shallow swale on edge of mesic meadow

Project Site: Gold Rush Lots

SOIL

Sampling Point:

SP5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-2	10YR2/1	100	N/A				Silty clay	
2-9	10YR4/2	98	10YR4/6	2	C	M	Silty clay	
9+	-	100					Gravel/cobble.	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains **Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- Histisol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1) (LRR K, L)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- 2 cm Muck (A10) (LRR K, L, MLRA 149B)
- Red Parent Material (TF2)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? Y

Remarks: All layers saturated

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input checked="" type="checkbox"/> Drainage Patterns (B10)
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Raised Ant Mounds (D6)(LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> (B8)	

Field Observations:

Surface water present? Yes No Depth (inches): _____
 Water table present? Yes No Depth (inches): _____
 Saturation present? Yes No Depth (inches): 0
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Remarks:

Appendix B

Site Photographs



Photo 1 – Typical PSS wetland (July 22, 2020)



Photo 2 – Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 – Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 – Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 – Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 – Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)



Photo 7 - Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



Photo 8 - Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



Photo 9 - Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C
Site Plan and Wetland Disturbance

NORTH GONDOLA LOT & GOLD RUSH LOTS
355 N. PARK AVE. BRECKENRIDGE, CO



NOT FOR CONSTRUCTION

DRAWN BY:	ZET/J
CHECKED BY:	DTJ
PROJECT NO.:	2019026
ISSUE DATE:	10/20/2023
REVISIONS:	

SHEET TITLE:
GOLD RUSH SOUTH SITE PLAN

SHEET NUMBER:

L201

Drawing: IA\2019026\Breckenridge-Gondola Lot\Draw\05-CAD\X-Res\01-GOLD-RUSH-SOUTH\HARDGRADE-GOLD-RUSH-SOUTH_18-DUPLEX.dwg
 Last Saved: October 25, 2023 10:52:48 AM by Zeanhart
 Last Plotted: 10/25/2023 11:01:38 AM
 COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2022

NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ
CHECKED BY: DTJ
PROJECT NO.: 2019026
ISSUE DATE: 10/20/2023
REVISIONS:

SHEET TITLE:
GOLD RUSH SOUTH WETLAND DISTURBANCE
SHEET NUMBER:

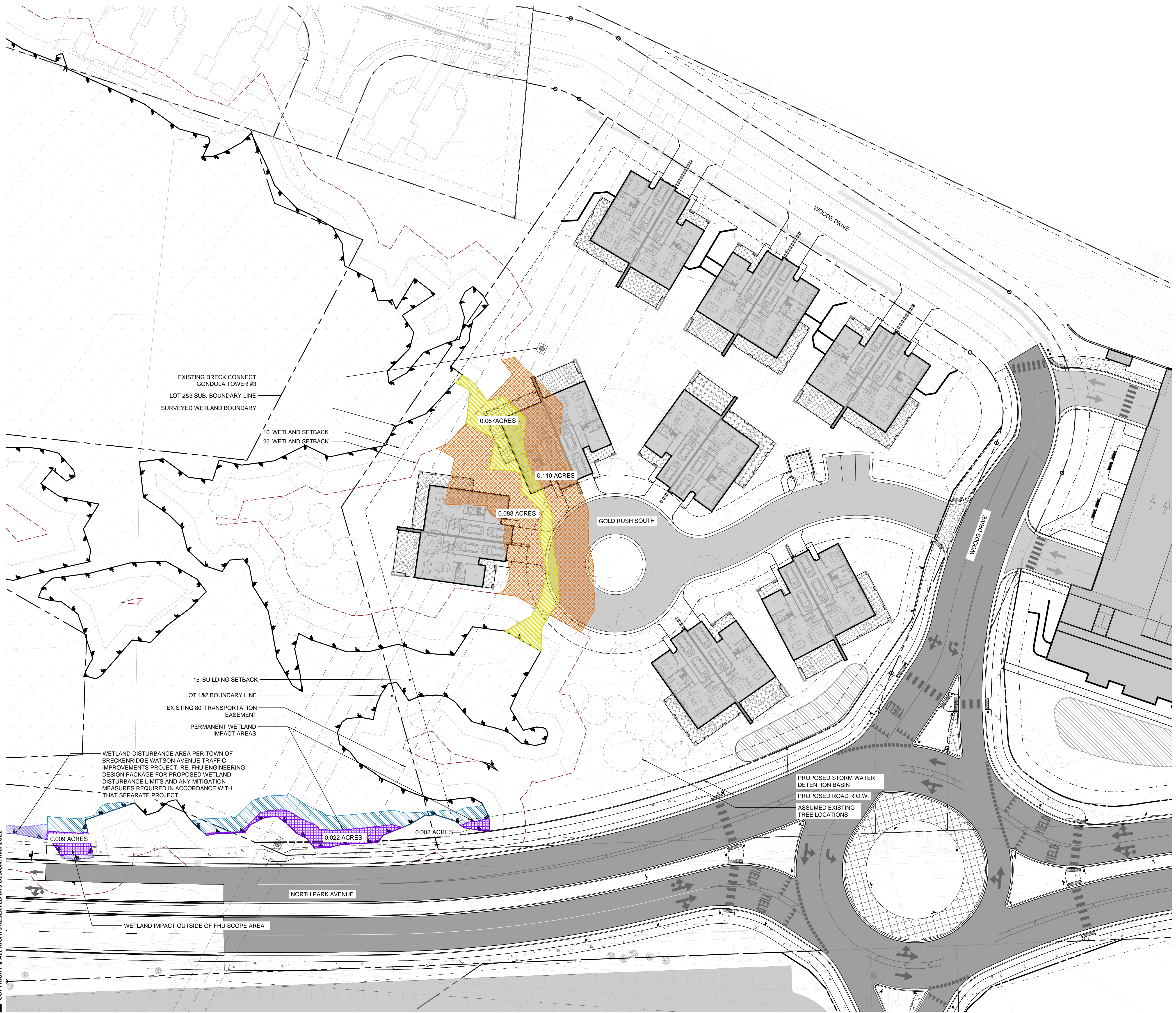
WETLAND DISTURBANCES DIAGRAM LEGEND

- PREVIOUSLY EXEMPTED MAPPED WETLAND ZONES
- PREVIOUSLY EXEMPTED MAPPED WETLAND BUFFER
- PROPOSED WETLAND DISTURBANCE ZONES
- TEMPORARY WETLAND DISTURBANCE ZONES

WETLAND DISTURBANCE TABULATIONS	
CATEGORY	AREA (acres)
PREVIOUSLY EXEMPTED MAPPED WETLAND ZONES	
Exempted Wetland Zones	0.067
Exempted 25' Wetland Buffer Zones	0.198
PROPOSED WETLAND DISTURBANCE ZONES	
Total Permanent Wetland Disturbance Zones	0.033

NOTE:

1. EXEMPTED WETLAND, AND 25' WETLAND BUFFER AREAS, HAVE BEEN DETERMINED BY BRECKENRIDGE TOWN ENGINEERING DEPARTMENT BASED ON ANALYSIS REPORT PROVIDED BY WETLAND/ENVIRONMENTAL CONSULTANT DURING THE MASTER PLAN REVIEW PROCESS. THE AGGREGATE OF THESE AREAS ARE NOW EXEMPT FROM WETLAND DISTURBANCE CLASSIFICATION FOR DEVELOPMENT REVIEW, BASED ON THESE DETERMINATIONS. THESE AREAS ARE SHOWN FOR CONTEXTUAL REFERENCE ONLY.
2. AREAS CALCULATED ARE BASED ON PROPOSED AND EXISTING PLATTED LOT BOUNDARIES.
3. FINAL DISTURBANCE ZONES TO BE DETERMINED IN FINAL DEVELOPMENT PLAN SUBMITTAL WHEN DETAILED GRADING DESIGN PLANS ARE FINALIZED, AND DISTURBANCE AREAS ARE FURTHER DEFINED.



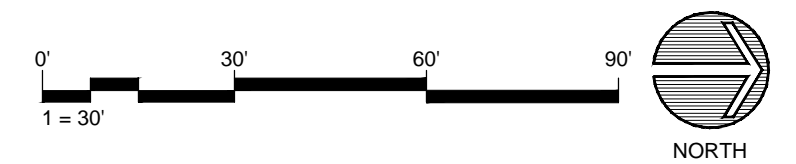
EXISTING BRECK CONNECT GONDOLA TOWER #3
LOT 2&3 SUB. BOUNDARY LINE
SURVEYED WETLAND BOUNDARY
10' WETLAND SETBACK
25' WETLAND SETBACK

15' BUILDING SETBACK
LOT 1&2 BOUNDARY LINE
EXISTING 80' TRANSPORTATION EASEMENT
PERMANENT WETLAND IMPACT AREAS

WETLAND DISTURBANCE AREA PER TOWN OF BRECKENRIDGE WATSON AVENUE TRAFFIC IMPROVEMENTS PROJECT. RE: FHU ENGINEERING DESIGN PACKAGE FOR PROPOSED WETLAND DISTURBANCE LIMITS AND ANY MITIGATION MEASURES REQUIRED IN ACCORDANCE WITH THAT SEPARATE PROJECT.

PROPOSED STORM WATER DETENTION BASIN
PROPOSED ROAD R.O.W.
ASSUMED EXISTING TREE LOCATIONS

Drawing: IA-2019026-Breckenridge-Gondola Lot Dev05-CAD/Sheets00-Exhibits-Coordination/06_GRS_SiteDiagrams-Wetland-Dist.dwg
 Last Saved: October 25, 2023 10:57:50 AM by Zeanhart
 Last Plotted: 10/25/2023 11:00:33 AM
 COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2022





Memo

To: Town Council
From: Planning Staff
Date: April 2, 2024, for the meeting of April 9, 2024
Subject: Entrada Annexation and Development Agreement (Second Reading)

Included in the packet is the Annexation and Development Agreement for Second Reading for the Entrada property. There are no changes since First Reading, with the exception of a couple minor grammatical corrections.

1 ORDINANCE NO.

2
3 SERIES 2024
4

5 A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE
6 ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN
7 AS THE ENTRADA PROPERTY AND IN CONNECTION THEREWITH
8 APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE
9 ENTRADA PROPERTY.
10

11 WHEREAS, pursuant to the laws of the State of Colorado, on August 29, 2022, there
12 was presented to and filed with the Town Clerk of the Town of Breckenridge, Colorado, a written
13 petition for annexation (the "Annexation Petition") of that property described in the attached
14 **Exhibit A** (the "Property"), being contiguous unincorporated territory situated, lying, and being in
15 the County of Summit, State of Colorado;

16 WHEREAS, the Town Council of the Town of Breckenridge found and determined that
17 the Annexation Petition is in substantial compliance with the requirements of Section 31-12-
18 107(1), C.R.S by Resolution No. 18, Series 2022, dated September 27, 2022;

19 WHEREAS the Town Council of the Town of Breckenridge conducted a properly noticed
20 public hearing on November 8, 2022, as required by law, to determine the eligibility of the
21 Property to be annexed to the Town and found and determined the Property eligible to be
22 annexed by Resolution No. 20, Series 2022, and conformance of the proposed annexation to
23 the applicable law and the annexation policy of the Town of Breckenridge;

24 WHEREAS the Town Council held work sessions on January 25, 2022, July 26, 2022,
25 and October 25, 2022, to discuss the specifics of the terms of the annexation;

26 WHEREAS the Town Council discussions regarding the annexation were put on hold in
27 December 2022 to allow the petitioner/applicant to focus on a new development proposal for the
28 North Gondola and Gold Rush Lots and Peaks 7 and 8;

29 WHEREAS the Town Council discussions on the proposed annexation of the Property
30 resumed at work sessions on February 27, 2024, and March 13, 2024, and the Town Council
31 and petitioner/applicant have reached agreement on the terms of the annexation;

32 WHEREAS the Town Council desires to promote the development of Employee Housing
33 as defined in the Breckenridge Town Code;

34 WHEREAS petitioner/applicant and the Town desire to set forth in an Annexation and
35 Development Agreement, attached hereto as **Exhibit B** (hereinafter referred to as the

1 “Agreement”), certain terms and conditions for the annexation and future use or development of
2 the Property as Employee Housing;

3 WHEREAS, pursuant to Section 24-68-102.5, C.R.S. and title 9 of the Breckenridge
4 Development Code, the Town and petitioner/applicant intend that development of the Property
5 will, during the vesting periods set forth in the Agreement, be governed by the Town Code as in
6 effect on the submittal date, except as expressly stated otherwise in the Agreement;

7 WHEREAS, contemporaneously filed with this Ordinance, is “A Bill For An Ordinance
8 Placing The Entrada Property That Has Been Annexed To The Town Of Breckenridge Into Land
9 Use District 5.”

10 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
11 BRECKNERIDGE, COLORADO, THAT:

12 **Section 1.** Considering all of the foregoing, and based on the conviction that
13 annexation of the Property to the Town of Breckenridge will serve the best interests of the Town
14 and the petitioner/applicant, said annexation is hereby approved and the Property is hereby
15 annexed to the Town of Breckenridge, Colorado.

16 **Section 2.** The Agreement is hereby approved and adopted and the Town Manager
17 of the Town of Breckenridge is hereby authorized and directed to sign the Agreement on behalf
18 of the Town.

19 **Section 3.** The Town Clerk shall file for recording three (3) certified copies of the
20 Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with
21 the Summit County Clerk and Recorder.

22 **Section 4.** The Annexation Map showing the boundaries of the newly annexed
23 territory, as above described, shall be kept on file in the office of the Summit County Clerk and
24 Recorder.

25 **Section 5.** Safety Clause. The Town Council hereby finds, determines and declares
26 that this Ordinance is promulgated under the general police power of the Town of Breckenridge,
27 that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is
28 necessary for the preservation of health and safety and for the protection of public convenience
29 and welfare. The Town Council further determines that the Ordinance bears a rational relation to
30 the proper legislative object sought to be obtained.

31 **Section 6.** Severability. If any clause, sentence, paragraph or part of this Ordinance
32 or the application thereof to any person or circumstances shall for any reason be adjudged by a

1 court of competent jurisdiction invalid, such judgment shall not affect the remaining portions of
2 this Ordinance.

3 **Section 7.** This Ordinance shall become effective as provided in Section 5.9 of the
4 Breckenridge Town Charter. Upon the effective date of annexation, the Property shall become
5 subject to the municipal laws of the State of Colorado pertaining to cities and to the Charter,
6 ordinances, resolutions, rules and regulations of the Town of Breckenridge.

7
8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this 26th day of March 2024.

10
11 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON
12 THE TOWN'S WEBSITE this 9th day of April 2024. A copy of this Ordinance is available for
13 inspection in the office of the Town Clerk.

14
15
16 TOWN OF BRECKENRIDGE, a Colorado
17 municipal corporation

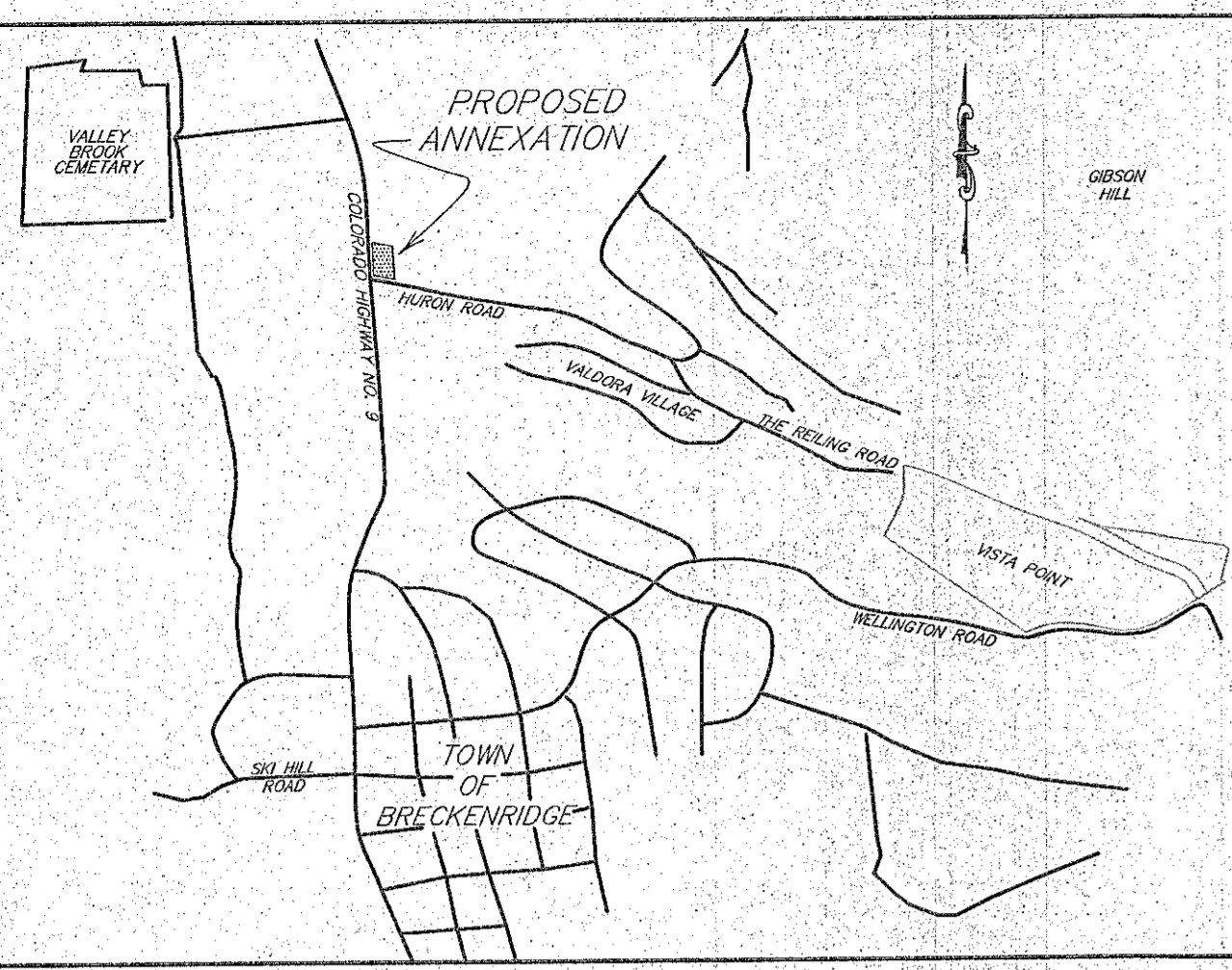
18
19
20
21 By: _____
22 Kelly Owens, Mayor Pro Tem

23
24 ATTEST:
25
26
27
28 _____
29 Helen Cospolich, CMC,
30 Town Clerk

31

AN ANNEXATION MAP TO THE TOWN OF BRECKENRIDGE
TRACT A2, ENTRADA AT BRECKENRIDGE
SUMMIT COUNTY, COLORADO

"Exhibit A"



VICINITY MAP

TOTAL AREA TO BE ANNEXED=1.718 ACRES
PERIPHERY OF AREA TO BE ANNEXED=1,129.45'
1/6 OF TOTAL PERIPHERY=188.24'
CONTIGUOUS BOUNDARY OF ANNEXATION PARCEL=786.09'

LEGEND

- EXISTING TOWN BOUNDARY
- ANNEXATION BOUNDARY
- FOUND REBAR & STEEL CAP (ILLEGIBLE)
- FOUND REBAR & PLASTIC CAP (PLS 9939)
- ⊙ FOUND REBAR & PLASTIC CAP (PLS 27924)
- FOUND REBAR & PLASTIC CAP (ILLEGIBLE)
- FOUND #4 REBAR
- FOUND REBAR & PLASTIC CAP (PLS 23901)

PROPERTY DESCRIPTION:

TRACT A2, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C, ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781, CONTAINING A TOTAL OF 61,655 SQUARE FEET OR 1.415 ACRES.

TRACT D, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C, ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781, CONTAINING A TOTAL OF 255 SQUARE FEET OR 0.006 ACRE.

A PORTION OF TRACT C, ENTRADA AT BRECKENRIDGE, A REPLAT OF TRACTS A1, B1 & C, ENTRADA AT BRECKENRIDGE, SUMMIT COUNTY, COLORADO ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 1146781, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT BRECKENRIDGE; THENCE S21°49'20"W A DISTANCE OF 14.17 FEET; THENCE N77°04'50"W A DISTANCE OF 211.57 FEET; THENCE 25.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 103°32'52" AND A CHORD WHICH BEARS N51°08'42"E 22.00 FEET DISTANT; THENCE S77°04'50"E A DISTANCE OF 149.62 FEET; THENCE 12.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 11°18'36" AND A CHORD WHICH BEARS S71°59'52"E 12.22 FEET DISTANT; THENCE S65°46'14"E A DISTANCE OF 19.70 FEET; THENCE 9.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 11°28'05" AND A CHORD WHICH BEARS S71°30'16"E 9.59 FEET DISTANT; THENCE S77°04'50"E A DISTANCE OF 20.77 FEET TO THE POINT OF BEGINNING, CONTAINING 4,047 SQUARE FEET, OR 0.093 ACRE MORE OR LESS.

A PORTION OF HURON ROAD, CO. RD. NO. 450, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF TRACT A2, ENTRADA AT BRECKENRIDGE; THENCE S 17°49'20"W A DISTANCE OF 14.17 FEET TO THE POINT OF BEGINNING; THENCE S 21°49'20"W A DISTANCE OF 43.23 FEET; THENCE N77°04'50"W A DISTANCE OF 189.05 FEET; THENCE N18°50'53"W A DISTANCE OF 50.82 FEET; THENCE N77°04'50"W A DISTANCE OF 211.57 FEET TO THE POINT OF BEGINNING, CONTAINING 8,891 SQUARE FEET OR 0.204 ACRE MORE OR LESS.

TOWN OF BRECKENRIDGE CERTIFICATE:

THIS MAP IS APPROVED THIS _____ DAY OF _____ 2022.

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 MAP. HOWEVER, SUCH ACCEPTANCE DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND RIGHT OF WAY REFLECTED HEREON FOR MAINTENANCE BY THE TOWN.

UNTIL SUCH ROADS AND RIGHT 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 RIGHT OF WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND EMERGED WITHIN THIS MAP.

SURVEYOR'S CERTIFICATE:

I, ROBERT R. JOHNS, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME AND UNDER MY SUPERVISION, AND THAT BOTH THIS MAP AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MONUMENTS WERE PLACED PURSUANT TO CRS 38-51-105.

DATED THIS 24th DAY OF August, 2022, A.D., 2022.

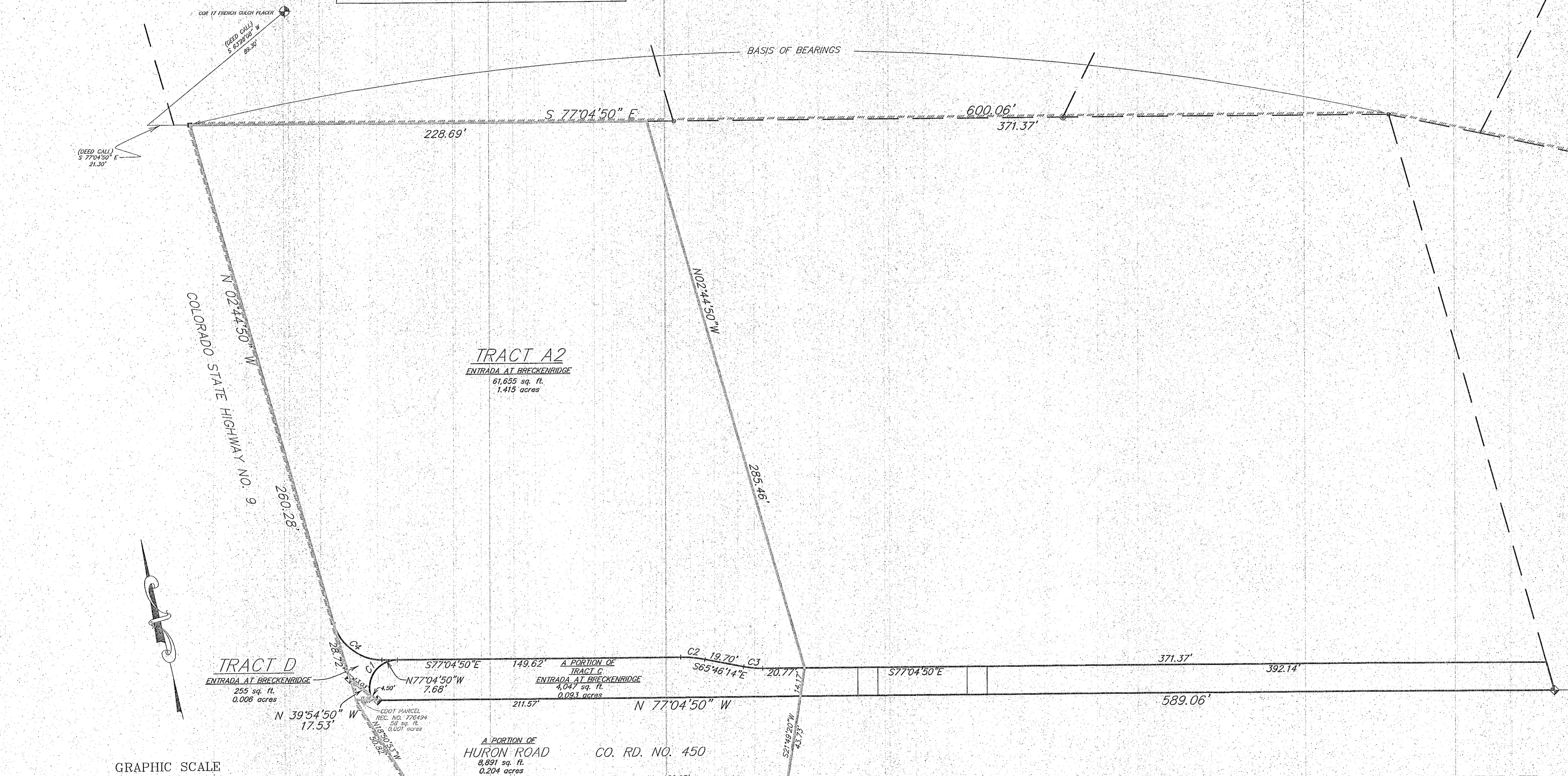
Robert R. Johns
ROBERT R. JOHNS, P.L.S. NO. 26292



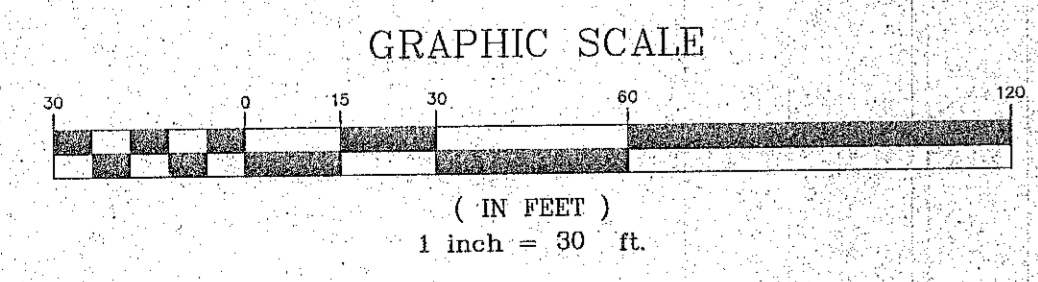
CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF SUMMIT)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, _____ M., THIS _____ DAY OF _____, 20____, AND FILED UNDER RECEPTION NUMBER _____.

SUMMIT COUNTY CLERK AND RECORDER



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.30'	14.00'	103°32'52"	N51°08'42"E	22.00'
C2	12.24'	62.00'	11°18'36"	S71°59'52"E	12.22'
C3	9.61'	48.00'	11°28'05"	S71°30'16"E	9.59'
C4	32.41'	25.00'	74°20'00"	S39°54'50"E	30.21'
C5	69.58'	59.01'	66°35'30"	S53°19'59"W	64.79'
C6	41.14'	70.00'	33°40'24"	N60°14'38"W	40.55'
C7	51.14'	114.03'	25°41'38"	S59°53'02"E	50.77'
C8	71.37'	55.00'	74°20'53"	N39°25'17"W	66.47'



NOTE: 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 SHOWN HEREON.

Drawn RW/LK Dwg ANNEXPLAT_A2 Project 17324
Checked RW Date 08/24/2022 Sheet 1 of 1

RANGEWEST
ENGINEERS & SURVEYORS INC.

P.O. Box 589
Silverthorne, CO 80498 970-468-6281

EXHIBIT B

APPROVAL OF THIS AGREEMENT CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. § 24-68-103, AS AMENDED TRACT A2, ENTRADA AT BRECKENRIDGE

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2024 (the “**Approval Date**”), by and between TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), and BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”). The Town and BGV Entrada are collectively referred to herein as the “**Parties**” and each individually referred to herein as a “**Party**”.

RECITALS

A. BGV Entrada owns all of that certain real property located in unincorporated Summit County, Colorado, legally described on Exhibit A attached hereto (the “**Property**”).

B. The Town Council of the Town of Breckenridge (the “**Council**”) is the governing body of the Town, with the legal authority to approve annexations of property into the Town and to impose terms and conditions upon such annexations, which terms and conditions are set forth in their entirety herein, pursuant to, *inter alia*, the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”), and to enter into development agreements conferring “**Vested Property Rights**” as defined in and pursuant to, *inter alia*, C.R.S. §§ 24-68-101 *et seq.* (the “**Vested Property Rights Act**”) and Article VII of this Agreement.

C. BGV Entrada has executed and filed with the Town Clerk a Petition for Annexation of the Property into the Town (the “**Petition**”), which Petition was found by the Council to be in substantial compliance with the requirements of Section 107 of the Annexation Act, and the Property was found by the Council to be eligible for annexation under Section 104 of the Annexation Act.

D. Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section 9-1-17-11K of the Breckenridge Town Code (the “**Town Code**”), and notwithstanding any provision to the contrary set forth in the Town Code, the Council intends that this Agreement will be designated as a “**Site Specific Development Plan**” as that term is defined in the Vested Property Rights Act.

E. The Town, GONDOLA PROPERTIES, LLC, a Colorado limited liability company, BGV Entrada, Vail Summit Resorts, Inc., a Colorado corporation, and LC Breckenridge Holdco, LLC, a Delaware limited liability company, entered into that certain Development Agreement dated _____, 2024 (the “**Development Agreement**”), recorded on _____, 2024, at Reception No. _____, in the real property records for Summit County, Colorado (the “**Records**”), which Development Agreement provides, *inter alia*, that if the Property is annexed to the Town, BGV Entrada or an affiliate may develop Employee Housing on the Property in order to satisfy Absolute Policy 24/Social Community Employee Housing requirements for Lot 4, Peak 8 Subdivision Filing No. 1, and

the Town will authorize a transfer of “**Density**” as that term is used in Section 9-1-19-3A of the Town Code, to accommodate that Employee Housing.

F. BGV Entrada proposes to develop on the Property a building or buildings containing multi-family housing units (each, a “**Unit**”), which Units will be deed-restricted for use as “**Employee Housing**,” as that term is defined in the Town Code (the “**Project**”).

G. To facilitate development of the Project and to promote the provision of Employee Housing, the Town desires to waive the Class A Development Permit and building permit fees, and waive certain development regulations or negative points associated with review of a Class A Development Permit for the Project (the “**Development Permit**”) under the Town Code.

H. Without this Agreement, certain elements of the Project would deviate from applicable allowances or requirements in the Town Code or otherwise deviate from applicable Town Policies, Land Use Guidelines, Engineering Design Standards and Construction Specifications.

I. Contemporaneously with the ordinance to approve the annexation of the Property into the Town (the “**Annexation**”) and this Agreement, is a proposed ordinance placing Property into Land Use District 5 (the “**LUD 5**”, and the initial zoning of the Property into the LUD 5, the “**Zoning**”), the approval of the Development Permit with waivers as set forth in Section 6.3, and the development of the Project will provide material public benefits to the Town in the form of BGV Entrada’s commitments to provide Public Improvements (as that term is defined in Section 4.1 below) and Employee Housing beyond that required by the Town Code (as referenced in Section 4.3 below), in accordance with Section 9-9-4 of the Town Code.

J. As of the Approval Date, the Council has approved Ordinance No. [REDACTED], annexing the Property into the Town (the “**Annexation Ordinance**”) and has approved on first reading Ordinance No. [REDACTED] establishing the Zoning (the “**Zoning Ordinance**”).

K. BGV Entrada and the Town desire to set forth in this Agreement certain agreements relative to the Annexation, Zoning, and future use of the Property and the Project.

L. The Council has received a complete 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 9-9-10C of the Town Code, desires to approve this Agreement by ordinance.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2 Nature of Agreement. As further provided in Article VII, as between the Parties, this Agreement is a Site Specific Development Plan as that term is defined in Section 102 of the Vested Property Rights Act and constitutes a development agreement granting and establishing Vested Property Rights for a period consistent with Section 7.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.3 References to BGV Entrada. As of the Effective Date, BGV Entrada is the owner of the Property and the developer of the Project. Any successor(s) in interest to BGV Entrada, as owner of any or all portions of the Property, shall be deemed to have assumed all rights and obligations of BGV Entrada as set forth in this Agreement with respect to any portion(s) of the Property to which such successor(s) in interest have assumed ownership, and, as of the date of BGV Entrada's transfer of any or all portions of the Property to such successor(s), BGV Entrada will be deemed relieved of such rights and obligations unless expressly agreed to by BGV Entrada.

1.4 Relationship to Previous Agreements. Except as set forth in this Section 1.4 and the Development Agreement, this Agreement terminates and supersedes any previous agreements between the Parties or their predecessors-in-interest regarding the Property, including, without limitation, the Out of Town Water Service Agreement by and between the Town and Spring Creek Interest, LLC, a Colorado limited liability company ("**Spring Creek**"), dated July 11, 2017, and recorded in the Records on July 18, 2017, at Reception No. 1146441, and the Pre-Annexation Agreement by and between the Town and Spring Creek, dated February 8, 2021, and recorded in the Records on February 8, 2021, at Reception No. 1249314. Notwithstanding the foregoing, the Entrada at Breckenridge Planned Unit Development (PUD) Sign Program recorded in the Records on March 10, 2014, at Reception No. 1050117 (the "**Sign Program**") shall continue in full force and effect with regard to the existing Tenant Directory Sign on the southwest corner of the Property (the "**Sign**"), and following the Effective Date, the Town shall have the authority to enforce the Sign Program.

1.5 Approval Date and Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Approval Date, unless such rights and obligations commence on the Effective Date, as set forth in this Section 1.5. The rights and obligations of the Parties that commence on the Approval Date include, without limitation, those set forth in Section 2.1 regarding Conditions Precedent (as defined therein) and those set forth in Section 6.1 regarding Development Permit acceptance. The "**Effective Date**" shall be the date upon which the latest of (a) the Annexation, (b) the Zoning, and (c) this Agreement becomes final and non-appealable in any form of Legal Challenge (as defined below in Section 2.1). Upon the Effective Date, the term for the Vested Property Rights, as set forth in Section 7.3, and BGV Entrada's obligations under Article IV shall commence.

ARTICLE II ANNEXATION

2.1 Conditions Precedent. The Annexation will not be legally effective unless and until the conditions precedent set forth in this Section 2.1 have been satisfied or waived in writing by BGV Entrada, which satisfaction or waiver are absolute conditions precedent to the annexation of the Property becoming effective as a matter of law. The Town and BGV Entrada will cooperate in good faith to obtain final, non-appealable approval of the following, upon terms mutually agreeable to both Parties:

2.1.1 The Zoning Ordinance; and

2.1.2 This Agreement.

The foregoing are together referred to herein as the “**Conditions Precedent.**”

Pending the Town’s satisfaction or BGV Entrada’s waiver of the Conditions Precedent, BGV Entrada reserves the right to withdraw the Annexation Petition, and cause the Annexation to be of no force or effect, at any time prior to recordation of the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act, if: (a) a Legal Challenge (as defined below) occurs; or (b) the Town fails to perform any of its obligations under this Agreement between the Approval Date and the Effective Date. Accordingly, unless and until each of the Conditions Precedent have been satisfied or waived by BGV Entrada and any Legal Challenge has been resolved in a manner satisfactory to BGV Entrada, neither BGV Entrada nor the Town will record or cause to be recorded the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act, or any of the instruments described in Sections 2.1.1 and 2.1.2 (or any memorandum thereof), it being the Parties’ intent that the Annexation will not be legally effective unless and until such recording of the instruments described in Section 113(2)(a)(II)(A) of the Annexation Act occurs, and that the Parties will cause such recordings to occur promptly after satisfaction or BGV Entrada’s waiver of the Conditions Precedent and/or a satisfactory resolution of all Legal Challenges. As used in this Agreement, “**Legal Challenge**” means either: (y) any third party commences any judicial proceeding or other action that directly or indirectly challenges this Agreement, the Annexation, the Zoning, or any of the Town’s resolutions or ordinances approving the Annexation, this Agreement, or the Zoning; or (z) any third party submits a petition for a referendum or initiative seeking to reverse or nullify any of such ordinances.

2.2 Effective Date of Annexation. The Annexation as described in the Annexation Petition shall be effective upon the Effective Date.

ARTICLE III UTILITIES AND INFRASTRUCTURE

3.1 Extensions of Utility Service and Infrastructure. BGV Entrada shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing utility service lines, facilities, and appurtenances within the Property necessary to provide utility service to the Property. BGV Entrada shall dedicate or otherwise convey from or over the Property to the applicable utility provider such easements and rights-of-way for the installation, operation, maintenance, repair and replacement of such utility service lines, facilities and

appurtenances as are reasonably necessary in order for the utility provider to provide utility service to the Property. Nothing in this Agreement shall be construed as requiring BGV Entrada to obtain fee ownership, easements, rights-of-way, or licenses over any real property other than the Property.

3.2 Town Provision of Services. The Town shall provide municipal services, including but not limited to water and emergency services, to the Property to the same extent as those services are provided by the Town throughout the remainder of the Town.

ARTICLE IV COMMITMENTS (PUBLIC BENEFITS)

4.1 Public Improvements. The Parties acknowledge and agree that the Project will also provide substantial public benefits to the Town due to BGV Entrada’s provision of off-site improvements (the “**Public Improvements**”). Subject to applicable governmental approval, including but not limited to such entities as the Colorado Department of Transportation, Summit County Government, and the Town, prior to the issuance of any certificate of occupancy for the Project, BGV Entrada shall:

4.1.1 Improve the current crossings at the intersection of State Highway 9 and County Road 450 (the “**Intersection**”) by constructing two directional Americans with Disabilities Act-compliant curb ramps to meet current standards, enlarging the pedestrian refuge area to accommodate both pedestrians and bicyclists, installing thermoplastic crosswalk striping, and depending upon the final design of the subject improvements, if necessary, modifying the location of the accessible pedestrian signal and push buttons as needed to meet current standards and guidance;

4.1.2 Extend the sidewalk located along County Road 450, adjacent to the Property, eliminating the existing ninety-degree turn and straightening out the path near the intersection;

4.1.3 Extend the sidewalk located along State Highway 9 from County Road 450 to the northwest corner of the Property to allow access to the transit stop;

4.1.4 Install, as soon as is practicable following approval by the Colorado Department of Transportation, a “Turning Vehicles Yield to Pedestrians” sign on the traffic signal mast arm for the westbound right-turn movement at the Intersection;

4.1.5 Install pedestrian lighting meeting Town Standards along State Highway 9 and County Road 450 adjacent to the Property;

4.1.6 Install and connect to the Town’s preferred fiber provider, Town Fiber 9600 from County Road 450 to the Project; and

4.1.7 Pursuant to a drainage report, repair, replace, or improve drainage facilities and drainage infrastructure on the Property or the portions of right-of-way that abut the Property.

4.2 If BGV Entrada is unable to complete the intersection improvements prior to the issuance of any certificate of occupancy for the Project, BGV Entrada shall post a completion bond in an amount sufficient to guarantee the completion of the intersection improvements.

4.3 Employee Housing; Public Benefits. The Parties acknowledge and agree that depending upon the final design of the Project, additional Employee Housing may be delivered beyond that required to meet Absolute Policy 24/Social Community of the Town Code which will provide a public benefit to the Town. Any additional housing shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE V DENSITY TRANSFER

5.1 Available Density. The Parties acknowledge and agree that Land Use District 5, as applied to the Property, makes available 14.2 “SFEs” of “Density,” as those terms are respectively defined in in Section 9-1-5 and 9-19-3A of the Town Code, to the Property.

5.2 Density Transfer. For convenience, and without altering the rights and obligations set forth in the Development Agreement, the Parties desire to restate in this Agreement certain of the Development Agreement’s provisions with respect to the transfer of Density to the Property as follows: To provide for the Project, the Town authorizes the transfer of up to fifteen (15) SFEs from the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (the “**Gondola Lot Master Plan**”) to the Property, subject to the execution of a Density Transfer Covenant, pursuant to Section 9-1-17-12 of the Town Code. The Parties acknowledge and agree that transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Property shall in addition to the 14.2 SFEs identified in Section 5.1, result in a total of up to 29.2 SFEs on the Property.

ARTICLE VI FUTURE APPROVALS

6.1 Permits and Approvals. Actual development of the Property 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, including the issuance of the Development Permit pursuant to Section 9-1-18-1 of the Town Code. Notwithstanding anything to the contrary in Section 9-1-15-1E of the Town Code, the Town shall accept the Development Permit application prior to the Effective Date. BGV Entrada expressly acknowledges and agrees that it shall not receive final approval of the Development Permit unless and until the Town approves the Annexation Ordinance and Zoning Ordinance. BGV Entrada expressly acknowledges and agrees that any informal review of the Development Permit Application conducted by the Town prior to the Town’s approval of the Annexation Ordinance and Zoning Ordinance is at BGV Entrada’s own risk.

6.2 Development Permit. BGV Entrada may seek a Development Permit for the Project upon the following terms:

6.2.1 The Project may include approximately forty (40) one-bedroom Employee Housing Units.

6.2.2 Restrictive Covenant. BGV Entrada shall, prior to the issuance of the certificate of occupancy for the Project, and in accordance with Section 9-1-19-24A.H of the Town Code and the Town’s Administrative Housing Rules and Regulations, provide an executed covenant (the “**Covenant**”) upon the following terms:

6.2.2.1 Minimum Lease Term: When rental of an employee housing unit is authorized, the owner/master lessor (“**Lessor**”) shall be authorized to set the length of the lease, provided that no unit shall be used as an Accommodation Unit, as that term is defined under the Town Code. Any such tenancy approved by the Town shall be to a person meeting the definition of a Qualified Occupant under the Town Code. Unrelated roommates must all be Qualified Occupants;

6.2.2.2 Short-Term Rentals Prohibited: Rental units shall not be used for or be eligible for Short-Term Rental as defined in Title 4 of the Town Code;

6.2.2.3 Rent: Rent shall include electric, gas, water, sewer, trash, snow removal costs, and property insurance (collectively, “**Rent**”). Subject to Section 6.2.2.5., the average Rent (across all Units in the Project) will be set at a level affordable to households earning 100% of the Area Median Income for Summit County (“**AMI**”), as determined by the U.S. Department of Housing and Urban Development. The Parties acknowledge and agree that this equates to an average Rent of \$2,078.75 per Unit per month as of the Effective Date;

6.2.2.4 Annual Rent Increase: Beginning from the Effective Date, average Rent will escalate at 2.0% annually until construction is completed and the Project receives a final certificate of occupancy, at which point average Rent will escalate at a maximum of 3.0% annually for the next three (3) years; and

6.2.2.5 Baseline Rent Resets: Beginning three (3) years from the issuance of a final certificate of occupancy for the Project, and every three (3) years thereafter, average baseline Rent will reset using the average of the prior three (3) years’ AMI. Following establishment of the new average baseline Rent, average Rent shall continue to increase at a maximum of 3.0% annually over the next three (3) year-period until a new average baseline Rent is established at the conclusion of such three (3)-year period as required under this Section 6.2.2.5.

6.2.3 Construction Standards. The design of all Units shall meet the definition of “Employee Housing” contained within Title 9 of the Town Code.

6.3 Development Permit. Upon and from the Applicant’s submission of a Development Application consistent with Section 6.2, the Town covenants and agrees that the Town shall:

6.3.1 Relative Policy 2/Land Use Guidelines (9-1-19-2R). Acknowledge and agree that the Employee Housing use on the Property complies with the allowed uses for LUD 5.

6.3.2 Relative Policy 3/Density (9-1-19-3R). Waive negative forty (40) points for the Project being over the allowed density by over 40.01% but less than 50%. The final size of the building must fall within this range in order for the waiver to become effective.

6.3.3 Absolute Policy 5/Architectural Compatibility/Solar Devices (9-1-19-5A.E(3)(a)). Acknowledge and agree that solar panels on the primary structure’s roof meets Absolute Policy 5 location ranking preference.

6.3.4 Relative Policy 5/Architectural Compatibility (9-1-19-5R). Acknowledge and agree that negative points shall not be awarded under Policy 5/Architectural Compatibility (Town

Code Sections 9-1-19-5R.A and 9-1-19-5R.B) for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5.

6.3.5 Relative Policy 6/Building Height (9-1-19-6R). Waive negative fifteen (15) points for the building(s) being one (1) story over the LUD 5 Guideline's recommended height, but no more than one and one-half (1 ½) stories over the recommended height, in recognition of the Property's unique, sloping topography, provided that BGV Entrada makes reasonable efforts to design the Project such that the south end of the Project presents as a two-story structure, while the north end of the Project presents as a two-and-a-half or three-story structure.

6.3.6 Relative Policy 6/Building Height. Waive negative one (1) point for the length of any ridgeline exceeding fifty (50) feet due to the modular construction of the building, provided that no ridgeline exceeds sixty (60) feet.

6.3.7 Relative Policy 7/Site and Environmental Design/Site Buffering (9-1-19-7R.B). Waive negative points for the lack of northern (side) and eastern (rear) buffers in recognition of the site's layout and the provision of an emergency services access travel lane around the northern and eastern sides of the building(s), provided that a berm, shrubs, and/or fencing shall be provided along the northern Property line. If BGV Entrada elects to use fencing, the Town shall waive Absolute Policy 9-1-19-47A/Fences, Gates and Gateway Entrance Monuments to provide site buffering along the northern Property line, without a limitation on the length of the fence, provided that the fence is limited to six feet (6') in height, is constructed of natural materials, and is designed with a maximum solid to void ratio of one to three (1:3) solid material for every three inches of opening.

6.3.8 Absolute Policy 18/Parking (9-1-19-18A) and Off-Street Parking Regulations (9-3-8-13). Waive to allow one (1) parking space to be provided rather than the two (2) parking space minimum for any on-site management office area within the Project, consistent with Town precedent.

6.3.9 Engineering Design Standards and Construction Specifications. Waive to accommodate the two (2) existing access points to the Property (Sections 5.10.2.1 and 5.10.2.2), access widths (Section 5.10.6), and for the detention and subsurface infiltration facilities (Section 6.9 and Section 5 of the Fact Sheet on Subsurface Infiltration Facilities attached as Appendix D attached to Chapter 6 regarding drywell locations), provided Section 6.10 regarding permanent water quality and treatment facilities will be met instead and an Operations and Maintenance Plan in accordance with Section 6.95 shall be prepared and submitted to the Town for review and approval prior to issuance of any building permits.

6.3.10 Absolute Policies 16/Internal Circulation, 17/External Circulation, and 26/Infrastructure and Off-Street Parking Regulations (Section 9-3-9.A.). Waive the associated Absolute Policies and Off-Street Parking Regulations for the two (2) existing curb cuts and driveway width Engineering waivers.

6.3.11 Absolute policies 27/Drainage and 31/Water Quality and Off-Street Parking Regulations (Sections 9-1-9.A. Compliance with Codes and 9-3-9.H. Drainage). Waive the Associated

Absolute Policies and Off-Street Parking Regulations for the detention and subsurface infiltration facilities Engineering waivers.

6.3.12 Relative Policy 21/Open Space (9-1-19-21R). Waive negative three (3) points, provided that a minimum of 20% of the Policy's 30% open space recommendation for residential uses is provided on-site.

6.3.13 Absolute Policy 24/Social Community/Employee Housing (9-1-19-24A.C.2). In recognition that the contemplated building(s) will contain only deed restricted Employee Housing, acknowledge and agree that BGV Entrada may provide 500 square feet of Employee Housing in satisfaction of this policy's Employee Housing mitigation requirements related to the employee generation of this Project.

6.4 Fees. The Town shall waive the zoning application fee, impact fees, and any fees associated with the Development Permit, infrastructure permit, and building permits.

6.5 Condominiums. Notwithstanding any future amendments to the Town Code, nothing in this Agreement shall preclude BGV Entrada from seeking and obtaining Town approval of a condominium map pursuant to C.R.S. §§ 38-33.3-101 *et seq.*, and converting any portion of the Project to for-sale multi-unit housing (each, a "Unit"). Prior to the sale of a Unit, such Unit will be subject to a Deed Restriction, which will require that any occupant be a person eighteen (18) years of age or older who, during the entire period of their occupancy, earns their living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse, partner, and/or minor children, if any, and the provisions of the above Deed Restriction, after the first sale of the Unit, shall grant to the Town a right of first refusal on any subsequent sale of the Unit and the sale price of a Unit shall be subject to a three percent (3%) annualized appreciation cap for each subsequent sale.

6.6 Signage. Except as set forth in Section 1.4, all signs on the Property shall be subject to signage requirements set forth in Chapter 9, Section 15 of the Town Code (the "Sign Code"). The Sign shall not be counted toward the total number of signs or maximum sign area allowed on the Property. Under the Sign Code and the Sign Program, a change to the copy, text, or message of the Sign, shall not require Town approval, unless such change necessitates a change in the structure of the Sign. For avoidance of doubt, any alteration to or total replacement of the Sign that is allowable under the Sign Program shall be governed by the Sign Program and not the Sign Code.

ARTICLE VII VESTED PROPERTY RIGHTS

7.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of BGV Entrada's rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. BGV Entrada shall have a Vested Property Right to undertake and complete development and use of the Property as provided in this Agreement, and the Vested Property Rights will be effective against any other governmental entities and their respective governing bodies that subsequently obtain or assert jurisdiction over the Property or any portion thereof. The rights and obligations under this Agreement shall vest in BGV Entrada and its successors and assigns, which terms, by their definitions, include successors, and assigns. The Vested Property Rights

described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

7.2 Rights Which are Vested. By way of illustration, the Vested Property Rights include, but are not limited to, the following:

7.2.1 Processing of Applications. The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

7.2.2 Use and Development Standards. The right to be protected against the Town or any citizen initiating any action to apply any less-favorable use and development standards to any Property or the Project, including, but not limited to, any reduction in the maximum allowed Density, the development intensity allowed under that Density, or total area of the Project. In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable use or development standards that conflict with or are in addition to the terms and conditions of this Agreement, BGV Entrada may choose whether the Town Code or the terms of this Agreement will apply to the affected Property, or the Project.

7.2.3 Uniformity of Requirements. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control, except as otherwise set forth in Sections 7.2.1 and 7.2.2 above.

7.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, and consistent with the terms of the Development Agreement, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 7.2 of this Agreement, shall continue and have a duration until **November 8, 2032** (the "**Term**").

7.4 Expiration of Term. After expiration of the Term, the Property shall continue to be subject otherwise to the charter, ordinances, and rules and regulations of the Town, and the Vested Property Rights established by this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect any common-law vested property rights obtained prior to such termination, or any right, whether characterized as vested or otherwise, arising from this Agreement, a plat, a public improvements agreement, or from Town permits, approvals or other entitlements for the Property which were granted or approved subsequent to or in conjunction with the approval of this Agreement. The termination of the Vested Property Rights shall not affect

any equitable right or entitlement, including without limitation, common law vested property rights, which BGV Entrada may have to complete the development of the Project.

7.5 Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the date hereof, except as otherwise provided herein, as against the Property and the Project. BGV Entrada does not waive its rights to oppose adoption of any such regulations.

ARTICLE VIII DEFAULT AND REMEDIES

8.1 Default by the Town. A “breach” or “default” by the Town Council or the Town under this Agreement will be defined as the Town Council’s or the Town’s failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Property as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Property; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Property, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Property or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest BGV Entrada of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle BGV Entrada to the specific and limited remedies set forth herein.

8.1.1 No Responsibility or Remedy. The Town shall not be responsible for and BGV Entrada shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

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

8.2 Obligation to Provide Notice and Opportunity to Cure. If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party

alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 8.2.

8.3 Remedies.

8.3.1 Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) BGV Entrada will be entitled to the contingent remedy described in Section 8.3.3.; and (ii) if BGV Entrada is determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section 8.3.2, and, additionally, to enforce the forfeiture of the Vested Property Rights.

8.3.2 Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, BGV Entrada hereby knowingly, intentionally, voluntarily and irrevocably waive, for itself and for its successors and assigns, any remedial right it may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to BGV Entrada and/or its successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 8.1

8.3.3 Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this Article 8 will not be enforced against the Town Council and the Town as written, BGV Entrada will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE IX RESPONSIBILITIES OF THE TOWN

9.1 Processing of Applications. The Town shall process all applications received in connection with the development of the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

9.2 Infrastructure Permit. The Town shall, upon BGV Entrada's request at any point following the approval of the Development Permit, issue to BGV Entrada at least one infrastructure permit for the Property that will allow for infrastructure and site work related to the Project and/or the Public Improvements, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department.

9.3 Building Permits. The Town shall issue to BGV Entrada all necessary building permits for the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

9.4 Right-of-Way Acquisition. The Town will, under the terms set forth in this Agreement and as permitted by law, use its best efforts to secure required right-of-way construction and maintenance easements from governmental or private entities in order to allow BGV Entrada to fulfill its obligations under this Agreement and to proceed with development of its Project.

9.5 Consent. The Town will not unreasonably withhold its consent or approval when such consent or approval is required hereunder.

9.6 Maintenance. Except as otherwise provided in this Agreement, the Town will assume maintenance responsibilities for the Public Improvements and any right-of-way assumed by the Town in accordance with the procedures set forth in the Town Code, as it may be amended from time to time, and the Town's regulations for dedication and acceptance of the Public Improvements, as it may be amended from time to time. Any drainage facility located on the Property shall be maintained by BGV Entrada.

ARTICLE X MANDATORY PROVISIONS

Pursuant to Section 9-9-12 of the Town Code, the following mandatory provisions shall apply:

10.1 Nothing in the 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: 1) Development Code, 2) land use guidelines, 3) master plan, and 4) subdivision ordinance.

10.2 Successors and Assigns; Binding Effect.

10.2.1 Where used herein, the term "BGV Entrada" shall also mean any of the transferees, successors, successors-in-title or assigns of BGV Entrada, and all such parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original Parties hereto. Any party bound by obligations of BGV Entrada in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.

10.2.2 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10.3 If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 10.3.

10.4 The Town shall not be responsible for and BGV Entrada shall have no remedy against the Town if development of the real property which is the subject of this Agreement is prevented or delayed for reasons beyond the control of the Town.

10.5 Actual development of the real property which is the subject of this Agreement 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.

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

10.7 BGV Entrada shall agree 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 BGV Entrada, any subcontractor of BGV Entrada, or any officer, employee, representative, or agent of BGV Entrada or of any subcontractor of BGV Entrada, or which arise out of any workers' compensation claim of any employee of BGV Entrada, or of any employee of any subcontractor of BGV Entrada; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. BGV Entrada 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 BGV Entrada. BGV Entrada also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

10.8 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.

10.9 In connection with an application for a development permit to develop the real property that is the subject of this Agreement the application shall not receive an award of positive points under the Town Code for any commitment (public benefits) offered to the Town by BGV Entrada pursuant to Section 9-9-4, or any other obligation or requirement of BGV Entrada under this Agreement.

ARTICLE XI MISCELLANEOUS

11.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of each of the Parties hereto following public notice and public hearings as required for Annexation and Development Agreements. This Agreement may be amended by the Town with the mutual consent of any subsequent owner of any portion of the Property without the consent of other subsequent owners of other portions of the Property so long as such amendment affects only the amending owner's portion of the Property. Any such amendment shall be recorded in the Records and shall be a covenant running with the land and shall be binding upon all persons or entities now or hereafter having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

11.2 Notices. In order to be deemed delivered and effective, any notice required or permitted pursuant to this Agreement must be in writing, and must be given either personally or by registered or certified mail, return receipt requested, in either case to the applicable Party(ies) at their addresses set forth below:

If to the Town:

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

shannonh@townofbreckenridge.com

With a required copy to:

Kirsten J. Crawford
Town Attorney, Town of Breckenridge
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
kirstenc@townofbreckenridge.com

If to BGV Entrada:

BGV Partners Entrada, LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

11.3 Entire Agreement. Except for the Development Agreement, this Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. Except for the Development Agreement, this Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect.

11.4 No Implied Representations. No representations, warranties or certifications, express or implied, shall exist as between the Parties except as stated herein.

11.5 Waivers and Modifications in Writing. No waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

11.6 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter, (except as set forth in Sections 7.2.1 and 7.2.2). When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

11.7 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Council's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement (which will, subject to Section 10.8, remain in effect and binding on the Parties), the Annexation, and the Zoning.

11.8 Covenant of General Cooperation. The Parties covenant and agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder in order that each may reasonably realize their respective benefits hereunder. The Parties further agree to cooperate in good faith with one another in the event of any Legal Challenge or other third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

11.9 No Third Party Beneficiaries. Except as otherwise provided herein, none of the terms, conditions, or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a Party hereto, and no such person shall be entitled to rely hereon in any manner.

11.10 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

11.11 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

11.12 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

11.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as

a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TOWN OF BRECKENRIDGE

By: _____
Shannon Haynes, Manager

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Shannon Haynes as Manager of the TOWN OF BRECKENRIDGE.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TRACT A2, A REPLAT OF LOTS A1, B1 AND C, ENTRADA AT BRECKENRIDGE, ACCORDING TO THE PLAT FILED JULY 24, 2017 UNDER RECEPTION NO. 1146781, COUNTY OF SUMMIT, STATE OF COLORADO.

Memo

To: Breckenridge Town Council Members
Cc: Shannon Haynes – Town Manager
From: James Phelps – Director Public Works
Date: 4/3/2024 (for April 9th TC meeting)
Subject: Outdoor Watering - A Bill for Ordinance (First Reading) Amending Title 12-1-21:
Permanent Conservation Measures.



The Town of Breckenridge Municipal Code currently defines outdoor watering regulations as part of Title 12-1-21: Permanent Conservation Measures.

The proposed outdoor watering changes would amend the Municipal Code to regulate outdoor watering (irrigation) by alternating daily watering schedules based on the last whole number of the property address. The days of watering would be permitted by the last number of the address being a “even or odd” number.

Example: 1095 Airport Road would be permitted to outdoor water nights of: Wednesday, Friday, and Sunday. 150 Ski Hill Road would be permitted, Tuesday, Thursday, and Saturday. Watering (irrigation) is still permitted six days/week (no Mondays). One additional proposed change would be to move the outdoor watering time back by one hour (or 6:00pm – 9:00am). The attached Council Bill shows the proposed changes to 12-1-21.

Water policies outlined in the SustainableBreck Plan and Water Efficiency Plan help to conserve natural resources, reduce operational and energy costs, and illustrate best practices that help influence water conservation at local and regional levels. Collaborative resource management policies like this one help to reduce confusion, establish common systems, and amplify our community’s impact across the region. In addition to potential conservation benefits, an operational benefit for the water division will be the reduction of the water demand of the distribution pressure zones. The water demand during summer watering periods is challenging for water plant production.

Staff recommend adopting the proposed outdoor watering changes and will be present to answer questions of the Town Council.

COUNCIL BILL NO. ____

Series 2024

**A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO
REGULATE OUTDOOR IRRIGATION BY ALTERNATING DAILY WATERING
SCHEDULES BY EVEN AND ODD NUMBER ADDRESSES FOR
CONSERVATION PURPOSES.**

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

Section 1. That subsection C. of 12-1-21 entitled "Permanent Conservation Measures" be amended by deleting the language stricken and adding the language underlined to read as follows:

12-1-21: PERMANENT CONSERVATION MEASURES:

C. Subsection **B1** of this section shall not apply to the following uses of water from the water system:

1. Outdoor watering when done in accordance with the following permanent conservation measures:

a. Outdoor watering is permitted only three (3) days each calendar week (Monday through the next Sunday) as described in subsections **C1b** and **C1c** of this section.

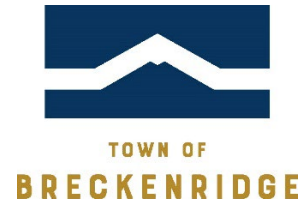
~~b. Outdoor watering on properties located east of the centerline of: 1) Main Street; or 2) Colorado Highway 9 north of Park Avenue and Colorado Highway 9 south of Park Avenue, whichever is applicable, whose last full number in the address is even may lawfully occur only on Sundays, Wednesdays, and Fridays~~ Tuesday, Thursday, and Saturday of each week.

~~c. Outdoor watering on properties located west of the centerline of: 1) Main Street; or 2) Colorado Highway 9 north of Park Avenue and Colorado Highway 9 south of Park Avenue, whichever is applicable, may lawfully occur only on Tuesdays, Thursdays, and Saturdays~~ Wednesday, Friday, and Sunday of each week.

d. Addresses ending with .5 or 1/2 shall constitute an even address. For example, 132.5 Main shall be considered an even number address.

~~e.~~ No outdoor watering is permitted on any property within the town on Mondays of each week.

~~f.~~ On days when outdoor watering is permitted, it may occur only between the hours of ~~five~~ six o'clock (~~56:00~~) P.M. and nine o'clock (9:00) A.M. of the following day.



Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: April 2, 2024 (for April 9, 2024 Meeting)
Subject: Demolition By Neglect Code Amendments (First Reading)

To address a concern of the lack of maintenance of some historic sheds and secondary structures on private property, staff has discussed changes to the Town Code with the Council at meetings on January 9th, February 13th, and March 12th.

Current Town Code only requires property owners to stabilize historic structures on locally landmarked properties (Code Section 9-11-7: Property Stabilization Required). The proposed code amendments include adding demolition by neglect provisions and extending the requirement to all historic structures which fall within the Town's period of significance. The modifications also include:

- Minor changes to some definitions
- Two permit classifications changes
- Added wording for clarification
- Expanded enforcement and penalties section
- Creation of a specialized Class D Minor permit for secondary structure stabilization.

Based on comments from Town Council during the March 12th work session, staff revised the stabilization definition after soliciting feedback from three contractors that have local experience stabilizing historic secondary structures. For ease of comparison, changes to the definition from the last work session are shown shaded.

These amendments will increase the number of properties subject to the demolition by neglect provisions. In conjunction with this action, staff has also proposed a grant program to provide some technical guidance and financial assistance to property owners required to stabilize structures. Additionally, in order to monitor the integrity of historic structures, staff will do a yearly building analysis to monitor the condition of historic buildings and secondary structures. Staff will also be reaching out to all historic property owners to make them aware of how important historic structures are to the Town and build awareness of regulations for historic properties.

Staff recommends the Town Council approve the Demolition by Neglect code amendments at first reading.

**A BILL FOR AN ORDINANCE ESTABLISHING CRITERIA FOR
DETERIORATION OF LANDMARKS AND HISTORIC STRUCTURES
IN A MANNER THAT CONSTITUTES DEMOLITION BY NEGLECT.**

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

Section 1. That section 9-11-2 entitled "Definitions" be amended by deleting the language stricken and adding the language underlined maintaining alphabetical order to read as follows:

9-11-2: DEFINITIONS:

DEMOLITION: Any act or process which destroys, in whole or in part, any landmark or historic structure.

DEMOLITION BY NEGLECT: Failure to provide ordinary and necessary maintenance and repairs to a degree that compromises the structural integrity of any landmark or historic structure.

DIRECTOR: The director of the department of community development of the town or their designee.

LANDMARK: A designated individual building, structure, object, site or an integrated group of buildings, structures or objects having a special historical or architectural value. Unless otherwise indicated in this chapter, the term "landmark" shall include both federally designated landmarks and town designated landmarks.

STABILIZATION OR STABILIZE: Providing weather protection; ~~or repair or preservation of a roofing structure, roof rafter, load bearing wall or foundation,~~ shoring and/or bracing to ensure structural integrity and longevity of the structure and its historic fabric to a reasonable level defined by the use of the structure and as approved by the Town. Items contributing to the structural integrity that should be considered for stabilization, depending on the intensity of use (e.g. habitable space) or natural hazards on site (e.g. drainage or snow load impacts), may

1 include roofing, siding, roof structure, roof rafters, load bearing walls, drainage/grading and
2 foundation. The goal of stabilization is to keep the structure standing and prevent further
3 deterioration but it is not to achieve a complete restoration of the structure.
4

5 **Section 2.** That section 9-11-3 entitled “Definitions” be amended by deleting the
6 language stricken and adding the language underlined maintaining alphabetical order to read
7 as follows:
8

9 **9-11-3: DESIGNATION OF LANDMARKS, LANDMARK SITES, HISTORIC**
10 **DISTRICTS AND CULTURAL LANDSCAPE DISTRICTS:**

11 A. Designation Authorized: Pursuant to the procedures hereinafter set forth in this section, and
12 subject to section [9-11-4](#) of this chapter, the town council may, by ordinance, designate a
13 landmark, landmark site, historic district or a cultural landscape district. The property included in
14 any such designation shall be subject to the controls and standards set forth in this chapter, and
15 eligible for such incentive programs as may be developed by the town.

16 B. Designation Procedures: The town shall follow the following procedures in connection with
17 any proposal to designate a landmark, landmark site, historic district or a cultural landscape
18 district:

19 1. Property Owner Consent:

20 a. Landmarks And Landmark Sites: No proposal for the designation of a landmark or a
21 landmark site shall be accepted by the director as complete and ready for town action
22 unless the property owner of the landmark or landmark site has consented to such
23 designation.

24 b. Historic Districts And Cultural Landscape Districts: No proposal for the designation
25 of a historic district or a cultural landscape district site shall be accepted by the director
26 as complete and ready for town action unless at least fifty one percent (51%) of the
27 property owners of the land within the proposed historic district or cultural landscape
28 district have consented to such designation.

1 c. Director To Give Notice: Within thirty (30) days following receipt of a historic district
2 or cultural landscape district designation proposal, and prior to accepting such proposal
3 as being complete and ready for town action, the director shall send written notice of
4 the submission of such designation proposal to the owner(s) of the land which is the
5 subject of the designation proposal as shown on the records of the Summit County
6 assessor. The notice provided by the director shall outline the reasons for and the
7 effects of the proposed designation. (Ord. [24](#), Series 2001)

8 2. Process To Be Followed: A proposal to designate a historic district or cultural landscape
9 district shall be processed by the town using the Class A development permit process as
10 set forth in the development code, except as otherwise expressly provided in this section. A
11 proposal to designate a landmark or landmark site shall be processed by the town using the
12 Class ~~BC~~ minor development permit process as set forth in the development code, except
13 as otherwise expressly provided in subsections [B3](#) and [B4](#) of this section. Any application
14 submitted under this chapter may be processed concurrently with a development permit
15 application for the same property. In the event of the submission of an application under this
16 chapter and a concurrent development permit application for the same property, the
17 applications shall be processed jointly as a Class A and the applicant shall only be required
18 to pay one application fee which shall be calculated ~~based on the higher development~~
19 ~~permit classification of the two (2) applications~~ as a Class A fee.

20 **Section 3.** That section 9-11-7 be retitled and amended to delete the language stricken
21 and add the language underlined to read as follows:

22 **9-11-7: ~~PROPERTY STABILIZATION REQUIRED~~ CRITERIA FOR ESTABLISHING**
23 **LACK OF MAINTENANCE AND REPAIRS CONSTITUTING DEMOLITION BY**
24 **NEGLECT:**

25 A. The town intends to preserve from deliberate or inadvertent neglect of any landmark or
26 historic structure whose stabilization is necessary to prevent the landmark's or historic
27 structure's deterioration that constitutes demolition without a permit.

28 B. No owner, lessee, or occupant of any landmark or historic structure shall neglect or fail to
29 prevent stabilization of the landmark or any historic structure.

1 C. No owner, lessee or occupant of any landmark or any historic structure shall neglect or fail
2 to comply with all applicable provisions of this chapter and other ordinances of the town
3 regulating property maintenance of the landmark or any historic structure.

4 D. ~~Before the town attorney files a complaint for failure to stabilize a property as required by~~
5 ~~this section, Where~~ the director identifies a case of demolition by neglect, they shall notify the
6 property owner, lessee, or occupant of the need to stabilize the property, shall endeavor to
7 assist the owner, lessee, or occupant in determining how to stabilize the property, and shall give
8 the owner a reasonable time, not less than thirty (30) days, to perform the required stabilization.

9 E. Stabilization of a secondary structure shall be processed under a Class D Minor permit with a
10 waived permit fee. The required documents shall be reduced to the following: description of
11 work, basic site plan, altered photos or drawings on graph paper to show proposed changes,
12 and before and after photos of the structure. As part of the permit a pre-construction meeting is
13 required.

14 **Section 4.** . That section 9-11-9 be amended to delete the language stricken and add
15 the language underlined to read as follows:

16

17 **9-11-9:DEMOLITION CRITERIA:**

18 No "historic structure" as defined in section 9-1-5 of this title, or landmark shall be demolished
19 without the owner first having obtained a demolition permit from the town. A demolition permit
20 shall not be approved by the town until a replacement/reuse plan for the property has been
21 approved by the town. An application for a demolition permit pursuant to this section shall be
22 processed as a Class B major development permit application in accordance with the
23 development code, but shall be evaluated only under the following criteria. As part of the
24 development permit application, the town may require that a cultural survey be prepared by a
25 qualified person at the applicant's cost.

26 A. Review Criteria For Total Demolition: A permit for demolition shall only be approved if all of
27 the following criteria are met:

28 1. The building, structure or object proposed for demolition is not structurally sound
29 despite evidence of the owner's efforts to properly maintain it;

1 2. The building, structure or object cannot be rehabilitated or reused on site to provide for
2 any reasonable economical use of the property;

3 3. The building or structure that has been relocated from the historic site and ~~The building,~~
4 ~~structure or object~~ cannot be practically moved to another site in the town;

5 4. The applicant demonstrates that the demolition proposal mitigates to the greatest extent
6 practical the following:

7 a. Any impact(s) that will occur to the visual character of the neighborhood where
8 demolition is proposed to occur.

9 b. Any impact(s) that will occur to the historic importance of the buildings, structures or
10 objects located on the property and adjacent properties.

11 c. Any impact that will occur to the architectural integrity of the buildings, structures or
12 objects located on the property and adjacent properties.

13 Consideration will be given to whether materials can be recycled for use as part of
14 another building, structure or object.

15 In the case of archaeological sites, consideration will be given to whether information
16 can be recovered as part of the demolition process.

17 B. Review Criteria For Partial Demolition: A permit for partial demolition shall only be approved
18 if all of the following criteria are met:

19 1. The partial demolition is required for the renovation, restoration or rehabilitation of the
20 building, structure or object;

21 2. The applicant has mitigated, to the greatest extent possible:

22 a. Impacts on the historic importance of the buildings, structures or objects located on
23 the property.

24 b. Impacts on the architectural integrity of the buildings, structures or objects located
25 on the property; and

26 Consideration will be given to whether materials can be recycled for use as part of another
27 building, structure or object.

1 **Section 5.** That section 9-11-12 is hereby repealed and replaced with the following
2 language underlined to read as follows:

3 **9-11-12: ENFORCEMENT AND PENALTIES; APPEALS:**

4 A. Anyone who is found to have violated this chapter is subject to criminal and civil
5 penalties as set forth below and in the Town code.

6 1. Criminal penalties. Failure to comply with the requirements of this chapter may
7 result in a summons and complaint and subject to the general penalty under section 1-4-1
8 and/or an infraction under 1-4-1-1 of the municipal code.

9 2. Civil penalties. Failure to comply with the requirements of this chapter may result
10 in the imposition of a fine not to exceed one hundred dollars (\$100.00) for each day of
11 continuing violation.

12 3. In addition to the civil and criminal penalties provided above, neglect of a
13 landmark, landmark site, or building in the historic district may result in up to a one-year
14 moratorium on all building and development permits being issued for the subject property or
15 imposed on the same owner or same developer on other properties as provided under section
16 9-1-6 of the development code.

17 B. Continuing Violations: A person shall be guilty of a separate offense for each and
18 every day during any portion of which any violation of this chapter is committed, continued or
19 permitted by such person, and such person shall be punished accordingly.

20 1. An alteration which is made to a landmark or historic structure without an approved
21 development permit issued under the development code may result in up to a one-year
22 moratorium on all building and development permits for the subject property.

23 2. The relocating or demolition of a landmark or historic structure without an approved
24 permit issued under this chapter may result in up to a five (5) year moratorium on all relocation,
25 demolition, or building permits for the structure and for the property at the structure's original
26 location.

27 C. Fines and penalties under this section may be imposed separately or
28 cumulatively.

29 D. Warnings and Notice.

1 1. Prior to imposing any fines or administrative penalties under this chapter,
2 community development will issue a first warning and an opportunity to cure the violation.

3 2. If the violation is not cured within thirty (30) days of the date of the notice, which
4 time period may be extended in writing by the director or their designee for good cause shown,
5 the director shall send written notice of an administrative penalty by first class United States
6 mail to such person at such person's last known address.

7 E. Appeals.

8 1. Any party found in violation of this chapter or who disputes the demand for
9 stabilization has a right to appeal to the planning commission by submitting a complaint to the
10 director within thirty (30) days of the notice of violation. A complaint shall be in writing and set
11 forth both the grounds for the appeal and supporting facts next regularly scheduled planning
12 commission meeting, or as soon thereafter as reasonably practical.

13 2. The burden of proof shall be on the proponent of a claim or issue to prove such
14 claim or issue by a preponderance of the evidence, and on the party raising any affirmative
15 defense or matter of mitigation to prove such affirmative defense or matter of mitigation by a
16 preponderance of the evidence. "Preponderance of the evidence" means to prove that
17 something is more probably true than not.

18 3. The finding or decision of planning commission in connection with any appeal
19 shall be delivered in writing within thirty (30) days following the hearing on the matter. The
20 decision of the planning commission shall be final, subject to the right of any aggrieved party to
21 contest the matter in an appropriate court action commenced under rule 106(a)(4) of the
22 Colorado Rules of Civil Procedure. For purposes of determining the time limit for the
23 commencement of an action under rule 106(a)(4) of the Colorado Rules of Civil Procedure, the
24 decision of the planning commission shall be deemed to be final upon the issuance of the
25 written finding or decision.

26 **Section 6.** That chapter 1 of the Breckenridge Development Code be amended to
27 delete the language stricken and add the language underlined to read as follows:

28 **9-1-5: DEFINITIONS:**

29 CLASS A DEVELOPMENT: Any development which includes any of the following activities or
30 elements:

- 1 A. Residential uses which include three (3) units or more.
- 2 B. Lodging and hotel uses.
- 3 C. Any site work or landscaping which is in excess of two hundred thousand dollars
4 (\$200,000.00) in value, to include ski lifts and parking lots.
- 5 D. Commercial and industrial uses, additions and remodels thereto which are one
6 thousand (1,000) square feet in size or greater.
- 7 E. Approval of a master plan on a site five (5) acres or more in size.
- 8 F. Major amendment to a master plan pursuant to section [9-1-19-39A](#), "Policy 39
9 (Absolute) Master Plan", subsection L, of this chapter.
- 10 G. Those wireless communication facilities permit applications described in section [9-1-19-
11 50A](#), subsection D(1), of this chapter.
- 12 H. Remodel or addition to any historic residential structure within the Historic District or the
13 Conservation District.
- 14 I. Demolition or moving of a landmark or historic structure or any portion of the same.

15 CLASS B DEVELOPMENT: Any development which includes any of the following activities or
16 elements:

17 Class B - Major:

- 18 A. New single-family nonhistoric residential within the Historic District or the
19 Conservation District.
- 20 B. New duplex residential within the Historic District or Conservation District.
- 21 C. Bed and breakfasts, and boarding houses.
- 22 D. Commercial and industrial uses and additions which are less than one thousand
23 (1,000) square feet in size or ten percent (10%) of the existing square footage (unless
24 classified as a Class A development).
- 25 E. Approval of a master plan on a site of less than five (5) acres.

1 ~~F. Demolition or moving of a landmark or historic structure (including any portion of~~
2 ~~the structure).~~

3 Class B - Minor:

4 A. Change of use within a Residential District.

5 B. Site work, landscaping, grading, and utility installations on steep slopes (greater
6 than 15 percent) or within environmentally sensitive areas.

7 C. Operation of a home childcare business.

8 D. Vendor carts, large.

9 E. Application for exempt large vendor cart designation.

10 Class B development is divided into major and minor categories for purposes of payment of
11 application fees¹ only. The procedures set forth in this chapter for the processing of Class B
12 development permit applications apply to both major and minor categories.

13 CLASS C DEVELOPMENT: Any development which includes any of the following activities or
14 elements:

15 A. Change of use outside of a Residential District.

16 B. Master sign plans.

17 C. Temporary structures to be used for longer than three (3) days.

18 D. Additions to commercial, office or industrial structures of less than ten percent (10%) of
19 the existing square footage.

20 E. Matters relating to nonconforming uses.

21 F. Minor amendment to a master plan pursuant to section 9-1-19-39A, subsection L, of this
22 chapter.

23 G. Installation of solar device within the Conservation District.

24 H. *Vendor Carts, Small:* A small vendor cart shall be processed as a Class C development
25 permit with public notice requirements per a Class B development permit.

- 1 I. Major remodel to residential condominium, lodging, or hotel structure.
- 2 J. Temporary tents meeting the special requirements set forth in section [9-1-19-36A](#),
- 3 subsection F(2), of this chapter.
- 4 K. Exterior loudspeakers associated with a commercial use.
- 5 L. Any exterior food and beverage area.
- 6 M. A proposal to designate a landmark or landmark site pursuant to section 9-11-3(B)(2)
- 7 except when processed concurrently with a rehabilitation development permit.

8 CLASS D DEVELOPMENT: Any development which includes any of the following activities and
 9 elements:

10 *Class D - Major:*

11 1. New single-family, duplex structure, or major remodel outside of the Historic
 12 District, with or without an accessory dwelling unit, including, without limitation, master
 13 planned property with multiple single-family and duplex structures, except where the
 14 proposed development either:

- 15 a. Warrants the assessment of any negative points based upon the director's
- 16 preliminary assessment at the time the application is initially filed; or
- 17 b. Is located on a lot, tract, or parcel without a platted building or disturbance
- 18 envelope outside of the conservation district as defined in section [9-1-19-3A](#) of this
- 19 chapter (density).

20 A Class D - Major permit application that meets the conditions described in subsection
 21 1(a) or 1(b) of this definition shall be reclassified as a Class C development permit
 22 application.

23 2. Those wireless communication facilities permit applications described in section [9-](#)
 24 [1-19-50A\(D\)\(2\)](#) of this chapter.

25 3. Accessory dwelling units except when the permit application meets the conditions
 26 described in subsection 1(a) or 1(b) of this definition, in which case the application shall
 27 be reclassified as a Class C development permit application.

1 *Class D - Minor:*

- 2 1. Banners and sponsor banners (all).
- 3 2. Individual signs (all).
- 4 3. Demolition or moving of any structure outside of the historic or conservation district.
- 5 4. Demolition of nonhistoric structure within the historic or conservation district.
- 6 5. Fencing (all).
- 7 6. Home occupation.
- 8 7. Minor remodel² of any residential structure.
- 9 8. Temporary structures to be used for three (3) days or less.
- 10 9. Operation of a chalet house.
- 11 10. Any painting of a structure within the historic or conservation district, except for
- 12 paint maintenance.
- 13 11. Any painting of a structure with a commercial or lodging use outside of the historic
- 14 district in land use districts 3, 4, 5, 6, 9, 13, 20, 23, 25, 28, 31, 32, 33, 35 or 39; except
- 15 for paint maintenance.
- 16 12. The painting of a contemporary landmark as provided in section [9-1-19-5A](#), "Policy
- 17 5 (Absolute) Architectural Compatibility," subsection A(2), of this chapter.
- 18 13. The placement of a commercial handbill dispenser outside of a fully enclosed
- 19 building as provided in section [11-5-6](#) of this Code.
- 20 14. Construction of approved private trash enclosure or conversion of nonconforming
- 21 private trash enclosure to approved private trash enclosure.
- 22 15. Placement of public art.
- 23 16. Substitution of employee housing unit or modification to unit floor plan.
- 24 17. Summer seasonal occupancy of employee housing unit as provided in section [9-](#)
- 25 [1-19-24R](#), "Policy 24 (Relative) Social Community," subsection A(5), of this chapter.

- 1 18. Placement of a satellite earth station larger than 2 meters in diameter in land use
2 districts where industrial or commercial uses are recommended, or larger than 1 meter
3 in diameter in land use districts where any other use is recommended.
- 4 19. Site work, landscaping, grading, and utility installations unless done on steep
5 slopes or within environmentally sensitive areas.
- 6 20. The outdoor display or storage of bicycles as provided in section [9-7-6C](#) of this
7 Code.
- 8 21. Any other development described as a Class D minor development in any town
9 ordinance.
- 10 22. Installation of swimming pool, spa or hot tub.
- 11 23. Seasonal noncommercial greenhouse.
- 12 24. Installation of solar device outside the Conservation District.
- 13 25. Creation of voluntary defensible space around a building or structure, or on a
14 parcel of land.
- 15 26. Application for a renewable energy mechanical system.
- 16 27. Master sign plan modification.
- 17 28. Radio broadcast.
- 18 29. Temporary tents to be used for five (5) days or less.
- 19 30. Those small cell facilities applications described in section [9-1-19-50A\(D\)\(3\)](#) of
20 this chapter.
- 21 31. Stabilization of a historic secondary structure.

22 Class D development is divided into major and minor categories for purposes of payment of
23 application fees only. The procedures set forth in this chapter for the processing of Class D
24 development permit applications apply to both major and minor categories.

25 * Major remodel - Additional residential square footage of more than ten percent (10%) of
26 existing structure square footage and/or change of character to the exterior of the structure.

1 * Minor remodel - Additional residential square footage of ten percent (10%) or less of the
2 existing structure's square footage.

3
4 **Section 7.** This ordinance shall be published and become effective as provided by
5 Section 5.9 of the Breckenridge Town Charter.

6
7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
8 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at the
9 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
10 _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
11 Town.

12
13 TOWN OF BRECKENRIDGE, a Colorado
14 municipal corporation

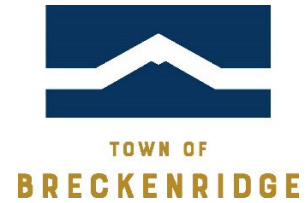
15
16
17
18 By: _____
19 Kelly Owens, Mayor Pro Tem

20
21 ATTEST:

22
23
24
25 _____
26 Helen Cospolich, CMC,
27 Town Clerk

28
29 ATTEST:

30
31
32



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Municipal Clerk
Date: 4/3/2024
Subject: Municipal Judge Appointment

Per the Breckenridge Town Charter (Article 8, Section 2), Council must appoint a Presiding Municipal Judge every two years. Current Judge Buck Allen has written a letter expressing his interest in being reappointed for the next two-year term, which is attached.

Judge Allen has served as the Town's Municipal Court Judge for the past thirteen two-year terms (26 years), beginning in 1998. Staff recommends his reappointment by Council.

Staff will be available to answer any questions Council may have about this reappointment.

RESOLUTION NO. 11

SERIES 2024

A RESOLUTION APPOINTING THE PRESIDING JUDGE AND FIXING THEIR
COMPENSATION

WHEREAS, the Town charter, article VIII, entitled Legal and Judiciary, Section 8.2, provides, among other things, that the presiding judge shall be appointed by the council for a specified term of two (2) years; and,

WHEREAS, the Town charter further states that the presiding judge shall receive a fixed salary or compensation set by the council, which shall not be increased or decreased during his term of office; and,

WHEREAS, the Presiding Judge, Buck Allen, has successfully supervised Municipal Court and served as the Presiding Judge for many years; and,

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

Section 1. The Town Council hereby provides for a presiding judge under the terms of conditions established by the Town Charter.

Section 2. The Town Council hereby establishes the annual salary of the presiding judge at \$29,952.00.

RESOLUTION ADOPTED AND APPROVED this 9th day of April, 2024.

ATTEST:

TOWN OF BRECKENRIDGE

Helen J. Cospolich, CMC, Town Clerk

Kelly Owens, Mayor Pro Tem

APPROVED IN FORM

Town Attorney

Date

Vail, CO 81657

March 26, 2024

Honorable Mayor Owens and Members of the Breckenridge Town Council

Town of Breckenridge

150 Ski Hill Road

P.O. Box 168

Breckenridge, CO 80424

RE: Municipal Judge

Honorable Mayor Owens and Council Members:

I would like to express my strong desire to continue as Municipal Judge for the Town of Breckenridge. I thoroughly enjoy working for the town and I look forward to continuing as Judge for years to come. I appreciate the first-class staff of Breckenridge and I value our working relationship.

I would be happy to answer any questions you may have. My office phone is [REDACTED] and my cell phone is [REDACTED]. Thank you for your consideration.

Yours truly,

Buck Allen

Buck Allen

Memo



TOWN OF
BRECKENRIDGE

To: Breckenridge Town Council Members
From: Town Staff
Date: 4/3/2024 (for the 4/9/24 work session)
Subject: Public Projects Update

Fiber 9600 Update

We have hired Essential Broadband Consulting to complete the fiber broadband strategic plan for the Town. We are working through the strategic planning process and gaining insight into the network and its potential. Allo has provided designs for future fiber expansion in the areas off of Ski Hill Road, 4 O'clock Road, and the Weisshorn neighborhood. We will make a decision on 2024 areas of construction within the next month.

Project Funding	
2024 CIP	\$ 1,800,000
Prior Spending Authority	\$ 1,224,219
TOTAL	\$ 3,024,219

Dog Park Improvements

The Carter Park dog park improvement project is moving along and almost to final design. Public Works met with the dog park committee to refine the design and will be putting the plan out to bid this month. The goals of the dog park improvements include:

- Improve drainage (both in the park and along the south and east sides of the pavilion patio)
- Improve pedestrian safety
- Create a sense of entrance/arrival and improve the circulation and user’s experience in the park
- Allow for portion of the park to be closed for maintenance while keeping part of the park open
- Increase dog safety
- Increase sledding hill safety
- Decrease irrigated area and use native plantings
- Limit vehicle traffic on grassy areas of the park
- Keep the Firecracker 50 route available through the dog park

We plan on constructing Phase I of the plan this summer which includes work within the dog park. We are expecting this to include the fence realignment, drainage improvements within the park, grading and shaping of berms, irrigation improvements, sidewalk, plantings, pea gravel mix, and other landscape materials.

Project Funding	
2024 CIP	\$ 250,000
2024 Appropriation (estimated)	\$ 50,000
Phase II Budget (estimated)	\$ 250,000
TOTAL	\$ 550,000



McCain Access Road Construction

The McCain Access Road project was awarded to Schofield Excavation, Inc. The contractor will begin mobilization and site preparation on April 8th.

Project Funding	
2024 CIP	\$9,400,000
2024 Estimated Budget	\$4,500,000

Public Works Fuel System Replacement

The aging fuel system located at Public Works is planned for replacement beginning in May 2024. The two existing underground storage tanks will be removed and replaced with a single above ground split-tank for both diesel and unleaded fuel. There will also be new dispensers and related software upgrades to the system. The current fueling island will need to be taken out of service during the construction from May-July 2024 and we will implement a temporary fueling station for diesel equipment and vehicles at Public Works but may need off-site fueling for unleaded fleet vehicles.

Project Funding	
2023 CIP	\$750,000
TOTAL	\$750,000

Blue River Pathways

Current capital projects underway for the Blue River Pathways project are shown in the table below. Capital projects including the Living Lab Rec Path extension, pedestrian path, and circulation changes in the Gold Pan and Ice House Alleys were completed in spring 2022 & 2023.

E-Delivery & Logistics Program (note change in project branding): 106West Logistics has been working to finalize the budget and design drawings for the temporary docking facility in the south end of the Tiger Dredge parking lot. Site work is scheduled to begin in June followed by the erection of the docking facility in July.

Master Plan: Staff presented an updated concept of the Ice House alley segment of the master plan to the Council on March 13th. The concept plan included a widened shared use path, a new pedestrian/bike bridge, and changes to the circulation in the parking area. Staff will bring a further refined concept sketch for review that incorporates Council direction to further limit vehicular circulation between the parking area and traveled alley.

	Project Funding		
	2023 CIP	MMOF Grant	2024 CIP
Underpass Feasibility and Design	\$ 675,000	\$ 675,000	
Blue River Flow Analysis			\$ 250,000
Schoonover De-construction			\$ 350,000
Living Lab Bike Plaza			\$ 250,000
Food & Beverage Delivery Pilot			\$ 2,000,000*
TOTAL	\$ 675,000	\$ 675,000	\$ 2,850,000

*includes estimated 2024 Supplemental Appropriation

Asphalt and Concrete Repair

The annual asphalt and concrete repair project is out to bid. The proposed locations for asphalt repair include: Silver Circle, Valley Brook Street, Watson Avenue, Royal Tiger Road, Reiling Road, West Adams Avenue, Upper Boreas Pass Road, Highlands Drive, and Snowflake Drive. Locations will be adjusted for budget and coordination with other capital projects such as Fiber9600.

Project Funding	
2024 CIP	\$3,700,000
TOTAL	\$3,700,000



Memo

To: Breckenridge Town Council Members
 From: Mobility Staff
 Date: 4/3/2024
 Subject: **Mobility Update**

Transit

The Free Ride transitioned to its summer service offering on April 1st. This change consists of combining the Brown and Yellow routes to the Gray route with 20-minute service. We made this change based on recent lodging info from the BTO and the need to give our hard-working buses some much needed repairs before a busy summer. This service will run until November 2024 and requires 35 drivers instead of the 44 required for our winter service offering.

Through March, ridership continued to be strong, seeing a 50% increase over March 2023 to 197,481 riders. This number is the busiest March on record and third highest ridership total month on record. This has been the busiest (4) month period in our system's history from December 2023 through March 2024 moving 749,547 passengers. The busiest stops this past month were:

- Breckenridge Station – 42,883
- Beaver Run – 36,948
- Snowflake Lift – 7,734

Route	March				YTD			
	March '24	March '23	+/-	%	2024	2023	+/-	%
Gold	8,126	7,908	218	2.8%	25,691	19,068	6,623	34.7%
Green	6,141	3,818	2,323	60.8%	14,594	9,887	4,707	47.6%
Brown	78,475	0	78,475	-	233,069	0	233,069	-
Trolley	10,178	2,428	7,750	-	27,111	7,487	19,624	262.1%
Purple A	15,438	8,082	7,356	91.0%	42,394	25,678	16,716	65.1%
Yellow	69,523	0	69,523	-	216,593	0	216,593	-
Purple B	9,600	4,034	5,566	138.0%	30,970	13,477	17,493	129.8%
Gray	0	105,360	-	-	0	325,778	-	-
TOTALS	197,481	131,630	65,851	50.0%	590,422	401,375	189,047	47.1%

Summer route plan and hours:

Gray Route	20 min service 6:15a-7:00p	35 Drivers Needed
Gray Route	30 min service 7:00p-11:15p	
Purple A	30 min service 6:15a-11:15p	
Purple B	30 min service 6:15a-11:15p	
Green Route	30 min service 6:15a-11:15p	
Trolley Route	30 min service 8:30a-8:00p	
Gold Route Express	30 min service 6:15a-8:15a & 5:45p-11:15p	



Memo

To: Town Council
From: Sustainability Staff
Date: 4/9/24
Subject: Sustainability Update

Materials Management

Materials Management Fee

As of March 31st 84/178 users have remitted their Materials Management Fee. A final notice was sent on Monday, April 1st notifying delinquent users that their keycards will be deactivated on Monday, April 15 if payment has not been received by then.

E-Delivery & Logistics – F&B Pilot

While the site prep and construction aspect of this project will remain in the Public Projects update, the updates for operations and logistics will be presented in the Sustainability Update moving forward. Public questions about operations can be directed to Sustainability staff by emailing sustainablebreck@townofbreckenridge.com. We will be developing a webpage with FAQs and regular updates in coming weeks.

Materials Management Grant

In 2023, \$100,000 was budgeted to support implementation of PAYT/URO through marketing and outreach as well as residential and commercial grants. The hardship grant program was designed to offset any potential increase in service costs for residents who downsized their trash service and added recycling. For commercial, the grant was capped at \$2,500 and helped offset the cost of new bin or sign purchases, employee education, or capital improvements for enclosures.

The results of the program were underwhelming in 2023. There were no residential applications received because the price structure that was eventually published by haulers did not increase pricing for the baseline bin. Staff granted reimbursement to four out of the 18 applications we received on the commercial side totaling \$5,099.56. Most applicants were in the exploratory phase and were not able to complete the work in time to receive funding in 2023. The remaining applicants will roll into 2024 funding if they complete their projects and meet the requirements of the existing grant.

Since 2022, the Town Council has also adopted the Plastics Pollution policy which will phase out plastic containers and service ware for ready-to-eat food as well as water bottles less than one gallon after July 1, 2024. There have been several requests for assistance to help support reuse pilots. Staff has also encouraged businesses to install water refill stations to help support our growing network of publicly available drinking water stations.

Based on the moderate success of the program in 2023, staff is proposing to update the grant support to address a broader range of waste-related initiatives and to support projects with a higher initial cost. In the 2024 budget, \$100,000 is budgeted for “grants to other agencies” under PAYT/Universal Recycling. Given the funding is already budgeted, staff will make the following changes to the grant parameters:

1. Increase the grant award to a maximum of \$10,000, which would continue to be reimbursement-based.
2. Support implementation of PAYT, Universal Recycling and the reduction in plastic pollution.

3. Exclude ongoing operational costs like service charges, purchases of disposable to-go containers, or purchases of reusable bags.
4. Eligible projects could include installation of water refill stations, piloting a reusable program, setting up food scrap composting, installing commercial energy efficient dishwashers, bilingual signage, etc.
5. Funds can be paired with other funding including but not limited to Strong Future Recycling, RREO, or Energy Smart Colorado rebates.

The grant application will be updated and live on the website by April 30th.

Renewable Energy

Tennis Center

As a reminder, April 25th has been slated for the construction of the new transformer as part of the solar PV project at the Tennis Center. This will result in a short 2-4 hour outage while the connections to the existing service are made. There is no specific time-of-day yet, but staff is coordinating with Xcel, the contractor, and Rec Center staff to ensure everything is as smooth as possible for the public.

Solarize Summit

The Solarize Summit program is back for its 5th year. The program is designed to make going solar simple and more affordable. The program offers residents and businesses a limited-time discount on solar panel installation.

- Rebates are limited and available on a first-come, first-served basis.
- Town of Breckenridge: \$1,650 rebate
- Active Energies Solar: 5% discount up to a maximum of \$1,500
- Federal Tax Credit: 30% of the system cost

Interested parties can [sign up for a free](#) site assessment by May 31st. Contracts must be signed by June 30th to be eligible in 2024. Below is a summary of the program’s achievements over the past 5 years.

Total projects: 259

Unincorporated Summit County: 117

Town of Breckenridge: 88

Town of Dillon: 2

Town of Frisco: 43

Town of Silverthorne: 9

Total Annual GHG emission savings: 1,293.5 mt*

Unincorporated Summit County: 655.6 mt

Town of Breckenridge: 413.7 mt

Town of Dillon: 11.3 mt

Town of Frisco: 171.4 mt

Town of Silverthorne: 41.5 mt

*Not cumulative over the life of the system

Total kW installed: 1,947.64 kW

Unincorporated Summit County: 964.49 kW

Town of Breckenridge: 639.56 kW

Town of Dillon: 16.77 kW

Town of Frisco: 260.23 kW

Town of Silverthorne: 66.59 kW

Sol Center Solar

The Town was awarded \$117k from DOLA for installation of ~55kW of solar at the Sol Center. The Sol Center has been designed as a near net-zero facility. By producing energy on site, the building's energy costs will remain low, passing on important cost savings to the non-profit tenants. Those savings will be reinvested in vital community programs. The Town will own the system for 10 years at which time ownership will transfer to the FIRC. This arrangement is necessary to receive the funds from the State. The system under Town ownership will also be eligible for the 30% direct repayment under IRS solar tax credit guidelines.

Earth Day (Month) April 2024

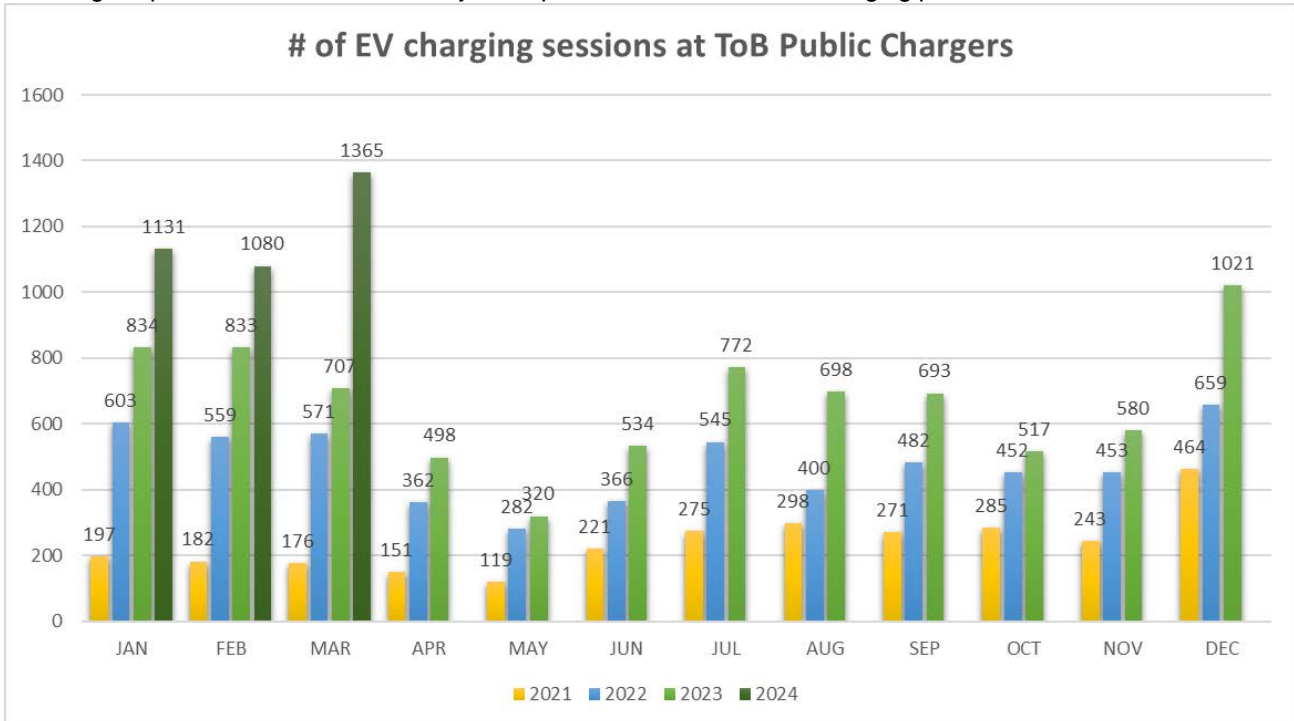
Staff has completed a comprehensive list of Earth Day (Month) events, programs, and opportunities for the public to participate in this month. Earth Day is Monday, April 22 and there are many offerings happening throughout the month of April. [Check out the website for details](#) and join us in celebrating this year's "Planet vs. Plastics" Earth Day (Month).

EV Charging Usage Data

At the 3/26/24 work session, Council requested a brief update on where the Town stands in relation to utilization of existing public EV chargers, and if we are on pace to keep up with the demand.

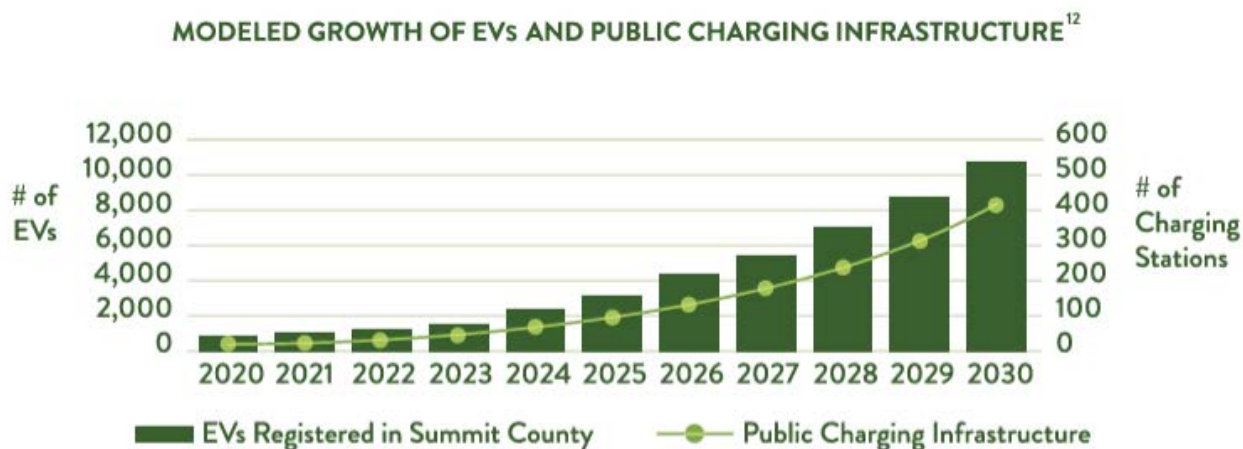
Currently, the Town owns and operates 48 level-2 public electric vehicle charging ports, spread out across six different locations. Information on locations, policies, and pricing information for those chargers is available on the [Town's website](#). These chargers can also be found through the [ChargePoint app](#) as well as the [PlugShare website](#), both of which are popular tools EV drivers use to search for charging opportunities in new areas.

We have seen steady and consistent year-over-year growth in utilization of the Town's public EV chargers. The biggest trend in this growth is related to skier utilization of the chargers located in the South Gondola Parking Garage where half (24 ports) of the Town's EV chargers reside. Staff analyzed the charger data looking at all five Saturdays in the month of March '24. Not once were all 24 ports fully occupied at the same time. In three of those five Saturdays, there were just one or two remaining EV ports available, usually around 11:30 a.m., but after 1 p.m. the trend reverses and spots begin opening back up. Saturdays in winter are some of the busiest days of the entire year, and the majority of the time vacant EV charging ports are abundant. The South Gondola Garage is pre-wired to be able to easily add up to an additional 34 EV charging ports when future demand necessitates.



For gauging where the Town is in relation to keeping pace with demand, staff referred back to the [EV Readiness Plan](#). This plan was adopted by the Town in 2021 in coordination with High Country Conservation Center, neighboring municipalities, and Summit County, with the goal of increasing the market share of electric vehicles (EVs) on the road in our community in order to achieve our Climate Action Plan goals. The charts below reflect some of the modeling done around the amount of county-wide public charging infrastructure needed to support the projected growth in EVs:

2021	BY 2025	BY 2030
235 EVs on the Road	3,100 EVs on the Road	10,440 EVs on the Road
73 Public and Workplace Charging Plugs	125 Public and Workplace Charging Plugs	420 Public and Workplace Charging Plugs



Note that the EV Readiness Plan models are county-wide, and they include all public and workplace charging plugs, not just ones provided by local governments. Privately owned charging plugs that are made publicly available for customers or employees would count towards the overall number needed.

Data pulled from the Atlas Public Policy [EvaluateCO dashboard](#) (based on 3/7/2024 DMV data snapshot) indicates:

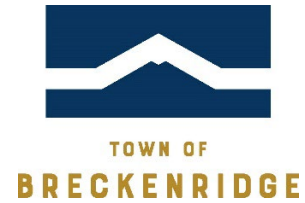
- 861 EVs (582 BEVs, 279 PHEVs) are registered in Summit County
- 193 charging station ports (158 level-2, 35 level-3) in Summit County

This data suggests that while the number of EVs registered in Summit County lags slightly behind our goal, we are exceeding the goals related to the number of EV charging stations provided.

Staff is confident that Town of Breckenridge’s EV charging infrastructure has and continues to keep pace with the demand for public charging we have seen so far. It is important to remember that according to the Department of Energy, over 80% of EV charging happens at home. To that extent, the Town was an early adopter of [Building Code requirements](#) requiring new construction to incorporate certain amounts of *EVSE installed*, *EV capable*, and *EV ready* parking spaces. Recent workforce housing projects like Verde Vista 1 & 2, Ullr Flats, and Larkspur, have all had EV chargers installed as part of the construction of those projects. Going forward, all new developments (both residential and commercial) must provide the appropriate amount EV charging infrastructure, as required by the Building Code.

New statewide E-bike tax credits available starting April 1

Beginning Monday April 1st, 2024, the State of Colorado now offers a \$450 point-of-sale tax credit for the purchase of a qualifying e-bikes at participating retailers. Not all retailers are participating; individuals need to check with retailers to see if they are participating and offering the \$450 discount. Details on e-bike tax credit may be found on the Colorado Energy Office at: <https://energyoffice.colorado.gov/ebike-tax-credit>.



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 4/4/2024
Subject: Committee Reports

The following Committee Reports reports were submitted for this meeting:

- Summit Stage Advisory Board
- Breckenridge Social Equity Advisory Commission

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
Recreation Advisory Committee	Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Scott Reid	Included
Communications	Brooke Attebery	No Meeting/Report

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

Summit Stage
March 27th, 2024
Transit Board Meeting

Notes from current meeting:

- Operations
 - Planning to move to summer schedule on April 21st with ½ hour service
 - 58 drivers with some leaving, needing to fill 7 positions for summer
 - Switching from Doublemaps to Transloc tablets currently which will also allow for Transit App integration with Breck Free Ride shortly
- Planning
 - RFP/RFQ to open for microtransit operator with intentions of rolling out a pilot as early as this fall

Ridership:

- Total February 2024 fixed-route ridership was 150,044. A 7.8% decrease from February 2023 ridership of 162,722.
- Ridership changes by Route February 2023 vs. February 2024:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	-14.2%
Frisco - Silverthorne	-13.3%
Copper - Frisco	2.1%
Keystone/Dillon/Silverthorne	-21.0%
SMF Breck - Keystone	1.2%
SMF Keystone - ABasin	9.6%
Boreas Pass Loop	0.8%
Free Ride Purple Contract	-24.0%
Silverthorne Loop	24.7%
Wilderness Loop	-8.2%
Blue River Commuter	83.5%
Lake County Commuter	25.1%
Park County Commuter	20.0%
Total	-7.8%

- The Purple Contract shows as -24.0%. This is related to changing the route from an AM Purple A/PM Purple B, to dueling Purples all day. Prior to this year, the Stage was given all ridership for the Purple routes. This year, the Free Ride is recognizing the Purple A ridership and the Stage receives the Purple B ridership per the contract that is in place.



TRANSIT DEPARTMENT

970.668.0999 ph | 970.668.4165 f
www.SummitStage.com

0222 County Shops Rd. | PO Box 2179
Frisco, CO 80443

AGENDA

Summit County Transit Board Meeting

8:15am Wednesday, March 27th, 2024

In Person at the County Commons Building, **Mount Royal Room**, 37 Peak One Dr, Frisco, CO 80443

Breakfast Items Provided

I. Welcome and Introductions

II. Approval of Minutes Motion ___ 2nd ___ Approved ___ Rejected ___

III. Agenda Changes Motion ___ 2nd ___ Approved ___ Rejected ___

IV. Recognition of Guests and Public Comment

V. Monthly Update Items

- a. Financial Report and Sales Tax Information (Chris Lubbers) 3 minutes
- b. Operations Report (Alex Soto) 3 minutes
- c. Planning Update and Microtransit Update (Ann Findley) 3 minutes

VI. Agenda Items

- a. Little Beaver Trail Employee Housing Update (Chris Lubbers) 15 minutes

VII. Adjournment Motion ___ 2nd ___ Approved ___ Rejected ___

Summit Stage Operations Report
March 27, 2024, Transit Board Meeting

Operations Summary

- ❖ We have no drivers in training
- ❖ We have 2 drivers in the hiring pipeline
- ❖ Summer shift pick and vacation bid have taken place
- ❖ We currently have 58 drivers
- ❖ We have 3 people currently on FMLA
- ❖ We have 2 drivers leaving before the start of the Summer schedule (April 21)
- ❖ That means:
 - We require another 7 drivers to cover all summer shifts, vacation, sick, STD, W/C, and FMLA to achieve a state of almost no overtime.

- ❖ Over the past year, since February of 2023, we have hired 24 drivers
 - 2 drivers have left and 2 more are leaving before Summer schedule
 - This is the lowest attrition rate we've had since before the 2008 recession

Projects

- ❖ Tablets have arrived to replace DoubleMap with TransLoc as our new transit application and we are still awaiting a tech from TransLoc for installation in all buses
- ❖ We have a tech from Seon coming out to work on cameras for the fleet

SHOP REPORT

- ❖ Currently short staffed at 7 mechanics; needs two more to be minimally staffed
 - That means the shop is short a quarter of their mechanics
 - This shortage of has been the average shortage of mechanics for the last two years
- ❖ All PMs done for March 2024
- ❖ Proterra availability 1%
- ❖ All bus availability 83%, targeting 85% to 90% according to contract

Summit Stage Ridership

Fixed Routes

	February 2023 and 2024 Compared						% change 2023 to 2024	February 2023 and 2024 Y-T-D					
	2023			2024				2023			2024		
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour		Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour
Town-To-Town Routes:			<i>T-T std. = 22</i>			<i>T-T std. = 22</i>				<i>T-T std. = 22</i>			<i>T-T std. = 22</i>
Breckenridge-Frisco	29,957	709.3	42.2	25,692	756.4	34.0	-14.2%	66,584	1,494.6	44.5	53,139	1,565.0	34.0
Frisco-Silverthorne	19,900	434.0	45.9	17,248	464.0	37.2	-13.3%	42,492	914.5	46.5	35,524	960.0	37.0
<i>Swan Mtn. Express</i>	0	0.0	<i>n/a</i>	1,020	33.8	<i>n/a</i>	<i>n/a</i>	0	0.0	<i>n/a</i>	1,682	70.0	<i>n/a</i>
T-T Subtotal	49,857	1143.3	43.6	43,960	1254.2	35.1		109,076	2,409.1	45.3	90,345	2,595.0	34.8
Town-To-Resort Routes:			<i>T-R std. = 22</i>			<i>T-R std. = 22</i>				<i>T-R std. = 22</i>			<i>T-R std. = 22</i>
Copper Mountain-Frisco	21,597	490.0	44.1	22,058	658.5	33.5	2.1%	43,428	1,032.5	42.1	42,907	1,358.0	31.6
Keystone/Dillon/Silverthorne	36,781	670.0	54.9	29,041	795.5	36.5	-21.0%	81,098	1,411.8	57.4	58,962	1,645.8	35.8
SMF: Breck-Key	5,528	436.3	12.7	5,596	410.8	13.6	1.2%	11,149	919.4	12.1	10,225	850.0	12.0
SMF:Key-ABasin	1,641	179.7	9.1	1,798	186.1	9.7	9.6%	3,497	378.6	9.2	3,200	385.0	8.3
SMF Total	7,169	616.0	11.6	7,394	596.9	12.4	3.1%	14,646	1,298.0	11.3	13,425	1,235	10.9
T-R Subtotal	65,547	1776.0	36.9	58,493	2050.9	28.5		139,172	3,742.3	37.2	115,294	4,238.8	27.2
Residential Routes:			<i>Res std. = 14</i>			<i>Res std. = 14</i>				<i>Res std. = 14</i>			<i>Res std. = 14</i>
Boreas Pass Loop	13,498	317.3	42.5	13,609	367.3	37.1	0.8%	27,770	668.6	41.5	25,327	760.0	33.3
Purple (Free Ride contract)	14,130	490	28.8	10,742	507.5	21.2	-24.0%	27,039	1,032.5	26.2	21,370	1,050.0	20.4
Silverthorne Loop	5,346	259.8	20.6	6,667	283.6	23.5	24.7%	11,652	547.5	21.3	13,032	586.8	22.2
Wilderness Loop	7,339	266.0	27.6	6,736	275.5	24.5	-8.2%	15,734	560.5	28.1	14,094	570.0	24.7
Res Subtotal	40,313	1333.1	30.2	37,754	1433.9	26.3		82,195	2,809.1	29.3	73,823	2,966.8	24.9
Commuter Routes:			<i>Com std. = 10</i>			<i>Com std. = 10</i>				<i>Com std. = 10</i>			<i>Com std. = 10</i>
Blue River Commuter	1,812	75.6	24.0	3,325	62.8	52.9	83.5%	3,917	159.3	24.6	6,851	130.0	52.7
Lake County Commuter	2,415	235.2	10.3	3,021	365.4	8.3	25.1%	5,562	495.6	11.2	6,242	756.0	8.3
Park County Commuter	2,778	95.3	29.2	3,333	237.8	14.0	20.0%	6,197	200.8	30.9	7,461	492.0	15.2
Com Subtotal	7,005	406.1	17.2	9,679	666.0	14.5		15,676	855.7	18.3	20,554	1,378.0	14.9
Misc. Fixed Route Subtotal	0.0	0	n/a	158	0.0	n/a		0	0.0	n/a	560	0.0	n/a
FIXED ROUTE TOTALS	162,722	4,659	34.9	150,044	5405.0	27.8	-7.8%	346,119	9,816.2	35.3	300,576	11,178.6	26.9

Mountain Mobility/Para Transit

	February 2023 and 2024 Compared							February 2023 and 2024 Y-T-D					
	2023			2024				2023			2024		
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour		Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour
PARATRANSIT TOTALS	444	520.0	0.9	444	520.0	0.9	0.0%	824	731.3	1.1	395	396.0	1.0
GRAND TOTAL	163,166	5,178.5	31.5	150,488	5,925.0	25.4		346,943	10,547.5	32.9	300,971	11,574.6	26.0

Current Year (2024)

Previous Year (2023)

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
MASS TRANSIT TAX	(19,300,000)	(2,116,895)	(17,183,105)	11%	(19,300,000)	(4,232,247)	(15,067,753)	22%
TREASURER'S FEES	175,000	-	175,000	0%	175,000	-	175,000	0%
TRANSP SVC REV - LAKE	(270,000)	(20,496)	(249,504)	8%	(55,000)	-	(55,000)	0%
TRANSP SVC REV-PARK	(100,000)	-	(100,000)	0%	-	-	-	-
GRANT REVENUE	(38,315,993)	-	(38,315,993)	0%	(36,461,056)	(104,828)	(36,356,228)	0%
ADVERTISING FEES	(100,000)	-	(100,000)	0%	(100,000)	(3,754)	(96,246)	4%
FARE REVENUE-LAKE	-	-	-	-	-	-	-	-
FARE REVENUE-PARK	-	-	-	-	-	-	-	-
SALE OF ASSETS	-	-	-	-	-	-	-	-
MISC REVENUE	-	-	-	-	-	-	-	-
RENTAL INCOME	(21,303)	-	(21,303)	0%	(21,303)	-	(21,303)	0%
INTEREST REVENUE	(300,000)	-	(300,000)	0%	(40,000)	-	(40,000)	0%
Revenue Total	(58,232,296)	(2,137,391)	(56,094,905)	4%	(55,802,359)	(4,340,829)	(51,461,530)	8%
SALARY REGULAR	5,761,571	862,723	4,898,848	15%	5,299,508	649,910	4,649,598	12%
SALARY TEMPORARY	50,000	10,247	39,753	20%	25,000	8,437	16,563	34%
TRAINING PAY	10,000	2,806	7,194	28%	8,000	1,885	6,115	24%
VEHICLE ALLOWANCE	-	-	-	-	-	-	-	-
CRISP	687,840	94,396	593,444	14%	634,881	76,344	558,537	12%
RETIREMENT	172,247	23,492	148,756	14%	158,985	18,684	140,301	12%
HEALTH INSURANCE	594,175	64,318	529,857	11%	1,851,288	175,683	1,675,605	9%
MEDICARE TAX	83,543	13,752	69,791	16%	76,843	10,594	66,249	14%
UNEMPLOYMENT TAX	11,523	1,909	9,614	17%	10,599	1,442	9,157	14%
WORKMENS COMP	300,000	-	300,000	0%	343,816	-	343,816	0%
EMPLOYER 457 DEF COMP	34,449	4,698	29,751	14%	31,797	3,737	28,060	12%
OVERTIME	460,000	78,882	381,119	17%	460,000	73,424	386,576	16%
PAYROLL REIMBURSEMENT	-	-	-	-	-	-	-	-
Labor Total	8,165,348	1,157,224	7,008,124	14%	8,900,717	1,020,141	7,880,576	11%
OFFICE SUPPLIES	10,000	512	9,488	5%	8,000	2,242	5,758	28%
ADMINISTRATION	812,535	-	812,535	0%	586,856	568,856	18,000	97%
PROFESSIONAL ASSISTANCE	332,000	86,977	245,023	26%	232,000	22,142	209,858	10%
TELEPHONE	10,000	782	9,218	8%	6,800	1,549	5,251	23%
POSTAGE/FREIGHT	-	4	(4)	0%	600	6	594	1%
ADVERTISING/LEGAL NOTICES	60,000	1,620	58,380	3%	60,000	8,132	51,868	14%
PRINTING	11,000	-	11,000	0%	11,000	2,964	8,036	27%
Administration/Office Total	1,235,535	89,895	1,145,640	7%	905,256	605,891	299,365	67%
BUILDINGS	46,568,000	465,601	46,102,399	1%	44,500,000	49,585	44,450,415	0%
IMPR OTHER THAN BLDGS	-	875	(875)	-	-	34,875	(34,875)	-
BUSES/TRANSIT EQUIP	6,171,280	204,250	5,967,030	3%	7,618,719	503,331	7,115,388	7%
Capital and Fleet Replacement Total	52,739,280	670,726	52,068,554	1%	52,118,719	587,791	51,530,928	1%
BUILDING REPAIRS	45,000	13,157	31,843	29%	35,000	791	34,209	2%
BUS STOPS	20,000	-	20,000	0%	12,000	-	12,000	0%
EQUIPMENT REPAIRS	15,000	-	15,000	0%	24,000	2,012	21,988	8%
FUEL, OIL & ANTIFREEZE	770,986	143,467	627,519	19%	770,986	-	770,986	0%
MAINTENANCE CONTRACTS	230,000	19,882	210,118	9%	100,000	22,032	77,968	22%
OPERATING SUPPLIES	55,000	11,537	43,463	21%	45,000	12,904	32,096	29%
PURCHASED TRANSPORTATION	497,760	42,564	455,196	9%	497,760	42,564	455,196	9%
RENTAL PAYMENTS	7,200	1,800	5,400	25%	7,200	-	7,200	0%
REPAIR & MAINTENANCE	2,400,000	399,786	2,000,214	17%	1,900,000	22,912	1,877,088	1%
ROAD SAND & SALT	1,000	-	1,000	0%	2,000	-	2,000	0%
UTILITIES	200,000	21,147	178,853	11%	120,000	23,005	96,995	19%
Operation and Maintenance Total	4,241,946	653,340	3,588,606	15%	3,513,946	126,220	3,387,726	4%
SAFETY	5,000	483	4,517	10%	5,000	101	4,899	2%
INSURANCE/BONDS	150,000	-	150,000	0%	150,000	-	150,000	0%
Safety and Insurance Total	155,000	483	154,517	0%	155,000	101	154,899	0%
DUES & MEETINGS	30,500	18,860	11,640	62%	30,500	4,077	26,423	13%
EDUCATION & TRAINING	10,000	-	10,000	0%	10,000	950	9,050	10%
EMPLOYEE RECOGNITION	20,000	-	20,000	0%	15,850	2,777	13,073	18%
TRAVEL/TRANSPORTATION	10,000	390	9,610	4%	10,000	3,182	6,818	32%
UNIFORM ALLOWANCE	17,000	422	16,578	2%	15,000	6,057	8,943	40%
Uniforms, Training and Recognition Total	87,500	19,672	67,828	22%	81,350	17,043	64,307	21%
Revenue Total	(58,232,296)	(2,137,391)	(56,094,905)	4%	(55,802,359)	(4,340,829)	(51,461,530)	8%
Expenses Total	13,885,329	1,920,614	11,964,715	14%	13,556,269	1,769,396	11,786,873	13%
Grand Total		(216,777)				(2,571,433)		
Capital and Fleet Replacement Total	52,739,280	670,726	52,068,554	1%	52,118,719	587,791	51,530,928	1%
Estimated Ending Fund Balance	35,008,543							
Effect on Fund Balance This Period	453,949							

Sales Tax Report, December 2023

Good afternoon all, we are pleased to release the final 2023 data for December and annual sales tax collections. As we all know, the holiday season is typically one of the busiest times in the county, and December's collection are typically on par with or even exceeding the Spring months. The slow start to winter and limited terrain openings at the ski areas due to below average snowfall did temper our expectations for economic activity within the county for December. Beyond snow conditions, timing of the holidays on weekends may shorten visitors' stays within the county. The data does seem to support a slowdown compared to December 2022.

Sales tax collections for the month were down 13.9% compared to 2022; despite this, year to date 2023 collections did end up exceeding last year by 3.5%. The monthly decrease is mainly attributable to a decrease in short term rentals, restaurants, and retail tax collections. We also experienced a large dip in construction tax collections in December compared to 2022, but year to date collections handily exceed 2022 by 67.7%. As the largest collection category, it is also worth noting annual collections in the short term lodging category are down 4.3% compared to 2022. December mass transit collections were down 6.5% compared to 2022 while year to date collections ended up nominally lower than 2022.

While a disappointing month, looking at annual data it is worth remembering 2022 was a boom year of growth, with collections exceeding 2021 by 18.9% annually. 2023 is yet higher than 2022, even if only modestly. We will continue to monitor 2024 activity closely, and hope the double digit dip in monthly growth is an anomaly attributable to the weather, and further hope for stronger collections in the remaining months of the ski season.



A few additional highlights:

Sales Tax

- **MONTHLY** - Sales tax collections for the month of \$1,367,280 are 13.9% lower than December 2022.
 - Construction sales taxes of \$61,532 are 55.8% lower than December 2022.
 - Short term lodging sales taxes of \$637,154 account for roughly 1/2 of the total and are 8.2% lower than December 2022.
- **ANNUALLY** - Sales tax collections for the year of \$11,395,976 are 3.5% ahead of 2022.
 - Construction sales taxes of \$658,931 are 67.7% ahead of 2022.

Sales Tax Report, December 2023

- Short term lodging sales taxes of \$4,426,586 account for over 1/3 of the total and are 4.3% lower than 2022.

Mass Transit Tax

- *MONTHLY* - Mass transit tax collections for the month of \$2,249,244 were 6.5% less than December 2022.
 - Construction mass transit taxes of \$109,083 are 40.0% ahead December 2022.
 - Short term lodging mass transit taxes of \$631,766 account for roughly 1/4 of the total and are 4.8% lower than December 2022.
- *ANNUALLY* - Mass transit tax collections for the year of \$19,085,120 are 0.8% lower than 2022.
 - Construction sales taxes of \$797,101 are 65.0% ahead of 2022.
 - Short term lodging sales taxes of \$4,520,813 account for roughly 1/4 of the total and are 3.2% lower than 2022.

Lodging Tax

- Quarter 4 lodging tax collections amounted to \$1,167,343, increasing year to date collections to \$3,916,708, falling short of our initial budget of \$4.7M.
 - While short of our original estimate, lodging tax collections did end close to our revised forecast of \$4M and have improved from earlier quarters.
 - Increased enforcement and education efforts with tax payers has increased collections from late filers for this period by \$103k.
- Of the YTD collections, 31.6% originated from Keystone properties, 23.4% from Copper, and the remaining 45.0% from outside those jurisdictions.
- Lodging tax will still be in effect in Keystone through June 30, 2024 at which point it will end

January 2024 sales tax results will be released in early March. Please let me know if you have any questions and have a good week,

For a detailed analysis, use this link - <https://1drv.ms/x/s!Al-ZoUx1ldXzuj1qpURb5Pcsaokq?e=13RcGe>

Kyle Snyder

Assistant Finance Director
(970) 453-3437





TRANSIT DEPARTMENT

970.668.0999 ph | 970.668.4165 f
www.SummitStage.com

0222 County Shops Rd. | PO Box 2179
Frisco, CO 80443

SUMMIT COUNTY TRANSIT BOARD MEETING

Wednesday, February 28, 2024, 8:15 a.m.

SUMMARY MINUTES

I. CALL TO ORDER

The monthly meeting of the Summit County Transit Board on Wednesday, February 28, 2024, was called to order by Chair, Kent Willis at 8:15 a.m.

II. ROLL CALL

Board Members present and answered to the roll call were:

Kent Willis, Chair – Town of Frisco
Becky Bowers - Upper Blue Basin (At Large Member)
Tony Camarata – Arapahoe Basin Ski Resort
Katrina Doerfler (remotely) - Lower Blue Basin (At Large Member)
Tom Fisher (remotely) – Town of Frisco
Cindi Gillespie – Copper Mountain Ski Resort
Kyle Hendricks (remotely) – Town of Dillon
Scott Hoffman (remotely) – Summit County
Matt Hulsey – Town of Breckenridge
Susan Juergensmeier – Snake River Basin (At Large Member)
Eric Mamula – Summit County
Chris McGinnis – Town of Frisco
Ted Pilling – Town of Blue River
Scott Verlinde – Keystone Ski Resort

Guests present: Miriam Garcia (remotely), Mountain Dreamers; Tom Koehler, (remotely) Silverthorne; Jon Blank, Planner, Town of Dillon; Brent Spahn (remotely), Public Works, Summit County.

Staff present were as follows: Chris Lubbers, Transit Director; Tracy Colvin, Administrator; Ann Findley, Planner and Vivian Pershing, Admin.

III. APPROVAL OF MINUTES AND AGENDA

The minutes from the January 31, 2024, Summit County Transit monthly meeting and February 28, 2024, meeting agenda were reviewed. Susan Juergensmeier moved to approve the minutes and agenda, second by Matt Hulsey. Motions carried.

IV. RECOGNITION OF GUESTS AND PUBLIC COMMENTS

Guests were welcomed. Mr. Hulsey commented that Dillon Elementary requested bus service Mar. 20 to Apr. 3. Chris Lubbers said service would try to be accommodated. Mr. Hulsey moved to serve the school, second by Chris McGinnis.

V. MONTHLY UPDATE ITEMS

A. Financial Report and Latest Sales Tax Information

Mr. Lubbers presented a Summit County 20-year Outlook for Transit and Micro transit regarding fund

balance, sales tax revenue, routes, proposed micro transit costs for Silverthorne/Dillon, Frisco, and Breckenridge, capital (fleet, buildings and infrastructure) possibly becoming a regional transit authority (RTA) in five years. He discussed the Transit Financial Summary, Sales Tax Data and Budget Report in detail, regarding current revenue, labor, administration/office, capital and fleet replacement, operation and maintenance, safety, training and recognition along with beginning and ending fund balances. A budget statement of current and previous year operating revenue and expenses for expended year-to-date to January 31, 2024 and available budget percentages were given. Financial Report was approved.

B. Operations and Maintenance Report

Mr. Lubbers discussed the Transit Operations Summary in detail, focusing on current fixed-route passenger counts, and ridership changes by route, comparing fixed route hourly service in 2023 to hourly service in 2024 with a decrease in January 2024, primarily Keystone/Dillon/Silverthorne, Breckenridge/Frisco and Swan Mountain Flyer/A-Basin routes. Increases were noted in Blue River and Park County Commuter routes. Guests per hour were 33-36 for Town-to-Town routes, 26 average for Town-to-Resort routes, 19-29 for Residential routes and 15 average for Commuter routes. He discussed bus operator staffing, training, recruiting efforts, and safety metrics. Maintenance technician staffing, work orders, bus and para transit availability, in and out of contract availability percentages, warranty issues, road calls, costs, preventative maintenance, bus performance (bus mileage and age), parts availability and budget impact were reviewed. The Operations and Maintenance Report was approved unanimously by the board present.

C. Transit Planning Update

Ann Findley said the shuttle contractor for Swan Meadow Village will begin service March 4 and that plans are underway for the summer fixed route schedule to start in April.

VI. AGENDA ITEMS

A. Micro Transit Planning Discussion

Mr. Lubbers reviewed the micro-transit feasibility study assessing goals in servicing the first/last mile defining them into zones and expanding current operating areas within county limits. The scope has been to provide services to write and apply for suitable funding to hire a company to operate a county system. The Board approved moving forward with micro-transit implementation. Mr. Lubbers suggested forming an RFP vendor selection committee for micro-transit and, in parallel, an RTA political process contractor. Kent Willis moved to make progress with the micro-transit RFP, Mr. Hulsey second. Mr. Willis also moved for staff to make progress with an RFP in forming a Regional Transit Authority, Becky Bowers second.

Adjournment The meeting was adjourned at 9:50 a.m.



TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission

March 18, 2024, 7:30am

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

I. Call to Order

Chair Jordan Burns called the meeting to order at 7:30am.

Roll Call

Present: Jordan Burns, June Walters, Silvia Vicuna, Eliana Crabb, Tahja Grier

Zoom: Jotwan Daniels

Absent: Carol Saade, Laurie Moroco, Isaura Cirillo

Discussion/Approval of Agenda

Motion to Approve: Commissioner Walters, Seconded: Commissioner Grier

Discussion/Approval of the Minutes

Commissioner Walters stated she had one change to the agenda, which was to correct the spelling of her name. Considering that change, Chair Burns declared the minutes approved as amended.

II. Staff Summary

i. Pocketalk Locations and Training

Chair Burns stated the Pocketalk training took place and included an instructional video. Commissioner Walters stated the units are easy to use. Deputy Town Manager Scott Reid explained the locations of the units.

ii. Youth Empowerment Society of Summit

Scott Reid stated Yessinia from YESS was out of town and will be available for the next meeting. Chair Burns stated he would like to see the Town partner with YESS on community outreach and cross-promote what services can be provided. He further stated we want to make sure what they are planning can be accessible in our community, including a Braille event.

iii. Equity Blueprint Partner Meeting

Chair Burns stated he would like to see the notes that were given on each of the blueprint plans, as that could be helpful with planning in the future. Commissioner Daniels stated the meeting hosted several different entities from around the community and we would like to see the feedback from those groups. Scott Reid stated staff would compile that for the next meeting, and he thought it was very well attended. Commissioner Walters stated Breck History would like to see the Equity Lens presented to its entire staff.

III. Presenters

i. Breckenridge Tourism Office Marketing Content/ Strategies

Tessa Breder and Melissa Andrews from the BTO reviewed the BTO's brand marketing. Breder stated the BTO is a Destination Marketing Management Organization (DMMO), and the goal is to provide out-of-state overnight guests with the brand of Breckenridge. Breder explained marketing is focused on summer and fall guests in particular, since the Ski Resort handles the winter marketing. Andrews stated she works with journalists in storytelling efforts, and with social media influencers to support branding. Andrews further stated marketing is pretty traditional, but influencers are much more organic, and this is best space to change the narrative.

Commissioner Grier asked how they find stories to tell, and Andrews stated they focus on what's new, what is different, and what helps build the community or features new events and experiences. She also stated they look to highlight who is cool and they try to pair them with voices from the community, including local influencers who represent what it means to live in Breckenridge. Breder stated people love the authenticity of the story and we try to represent that in the branding. Andrews added that it's a BTO goal to advocate for an inclusive Breckenridge.

ii. 10-Mile Pride Event Update

Chair Burns asked about the journalists coming for Pride, and Andrews stated that for that event the BTO will contract with Dean Nelson for visioning, and to see if it's a destination-driver event. She further stated that for this year's event, we plan to host about four journalists, including an editor from Passport Magazine, and specific to LGBTQ+ experiences. Andrews stated the BTO would like to include history in the experience, and in the 1990's we were known as the hate state, and how the Town Council passed an ordinance to protect gay rights. Andrews suggested Commissioner Walters could talk about the history of Pride in Breckenridge with this group of journalists.

Commissioner Grier stated it's important to stay clear of tokenism and performative purposes. She stated for her it's including her truth not just during specific months, but all the time. Chair Burns stated authenticity is an honest portrayal of who they are. Andrews stated on the PR front the BTO is looking at regional markets for influencers, and we are no longer focusing on desk-side conversations, but on the outlets themselves for a more diverse approach.

Commissioner Daniels asked about accessible adventures and what that marketing looks like. Andrews stated they don't have anything lined up this year, and they haven't tapped into it with models, although they used an Accessible Adventures influencer last year.

Commissioner Grier stated she was scrolling through TikTok and there was a group of African American skiers who were going to come to Breckenridge and she thought it would be good to highlight that kind of feature in the future. Commissioner Crabb stated the snowboard group Soy Sauce Nation would be a good group to tap into. Andrews stated it she doesn't want to claim something that's not her own, but we could share that information, and we could sponsor a group to come in the summer since we don't touch winter.

Reid asked about 10-Mile Pride and if the Commission would be comfortable broadening the event to a national draw. Commissioner Crabb stated she would like to see it be more of a destination event, and Commissioner Grier agreed, stating it is important to highlight our community to bring more people here. Chair Burns stated it's good to be welcoming people into the community, and to expand the celebration throughout the year. Andrews stated Gay Ski Week opens up the community, and Commissioner Grier stated allyship is a good thing to highlight as part of those events.

IV. Social Equity Discussion Subcommittee Updates

Celebrate Diversity

Chair Burns stated the meeting was a joint meeting and it went well. He stated they talked about Pride and contracting with Dean Nelson. He also stated there's a Resource Guide included in today's packet and we are just trying to keep working with the Equity Lens and moving it forward. Chair Burns also stated Women's History Month is currently occurring, and Commissioner Walters updated that we are going to highlight Alice Milne as a strong woman in Breckenridge, and she will work with Brooke Attebery in Communications on the script and video concept to get a piece done. Commissioner Walters also stated we are making an effort to highlight community members, and we will continue to work with the Summit Daily to help encourage more diverse businesses and opportunities in the community.

Community Outreach & Engagement

Chair Burns stated it was brought up to feature neurodiversity month in April, and we are looking at different options as a symbol, including wearing a color, and educating the public on the process of becoming an ally. He stated there have been discussions about the blending of commission goals, and perhaps we can streamline things a little bit.

Community Education & Influence

Commissioner Vicuna stated the last meeting was about going over goals as a subcommittee, and the possibility of combining with Community Outreach and Engagement as a single subcommittee. She stated this will be discussed at the next meeting. Commissioner Walters asked if combining the meetings helped us understand if this was possible, and Commissioner Vicuna stated it might be too much to combine them and accomplish all of the goals. Commissioner Daniels stated that one subcommittee was more inward focused and the other was outward focused, but hopefully we can streamline them in the future. Chair Burns stated the Outreach and Engagement and Celebrate Diversity subcommittees were intended to work together to produce events, where the Community Education and Influence subcommittee would be for educating the community. Commissioner Daniels stated there has been an evolution of these subcommittees and it's time to review our subcommittees. Reid suggested we bring it back to a future meeting.

Immigration Rights and Advocacy

Commissioner Vicuna stated they met with Early Childhood Education and talked about funding for preschool and younger children. She further stated they learned about how the program works, and what is accessible, and how there is not enough spaces for the children who need it. Commissioner Vicuna stated there are new centers in Copper and Silverthorne, and more opportunities to use funding, both from the community and from the state. She also stated they talked about hosting an info session for early childhood options, and this will be our new goal moving forward. Commissioner Grier asked about allotting spots to underprivileged families, and Commissioner Vicuna stated they don't allocate, but can help cover the cost of care once they get a spot. She also stated immigrant communities look for care outside of the centers, but they aren't certified providers and we'd like them to have equal opportunities, and some centers have bilingual educators.

Civic Engagement

Commissioner Crabb stated there was no meeting.

V. Upcoming Council Items

Scott Reid stated the next Council meeting is on the 26th. He reviewed the Demolition by Neglect Ordinance, the BGV Development Agreement (First Reading was delayed), the Defensible Space Ordinance and the Entrada Annexation.

Commissioner Walters asked about the Demolition by Neglect Ordinance, and wondered how other property owners would react to Town money going to support people with secondary structures. Reid explained that Council discussed this at length and Community Development will come back with more information and see if Council can decide what they want to do with regard to the potential grant program.

Reid stated the new Town website is launched and we'll do a demonstration for Council. He also stated there will be a discussion about watering restrictions on certain days. Chair Burns asked if there is a way to regulate irrigation when it rains so it's not wasted, and Reid stated this should be in code.

Reid stated the Fractional Ownership discussion will be regarding where timeshares can be located, and the Inclusionary Zoning discussion will be specific for generating more workforce housing opportunities through things other than future business developments. Chair Burns asked about the Entrada development, and Reid explained it's going to be studio apartments to offset the BGV project. Reid clarified that at least some of the units will be available for the public, as well as in the other projects of that development agreement. Commissioner Grier stated she is concerned about the equitability of upcoming projects, specifically for families.

Town Manager Shannon Haynes stated the BGV units were required by the development permit, and it's up to the developer to figure out how to mitigate that housing. She explained the housing needs assessment explained what kind of units we need of different types of housing, and the BGV project is trying to get as much housing as possible on that property. She also

stated the new Vista Verde II will offer a variety of housing, and an open house for Stables Village II will take place on Wednesday with translation available.

Reid also updated the group on a temporary structure in the horseshoe portion of the Tiger Dredge Lot for the delivery pilot program. Reid clarified that the lawsuit in Vail regarding delivery is around Fed Ex and UPS services, and in Breckenridge our goal is to focus on food and beverage trucks on a voluntary basis during this trial period. He said we hope to have it going in early July.

VI. Upcoming Agenda Topics

Reid stated YESS plans to come to the next (April) meeting.

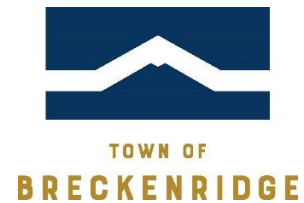
VII. Other Matters

Commissioner Grier stated she would like to have a DEI training with the new members. She also stated she works for the County now and she is working on a comprehensive plan with an aspect of livability, and she would like one of her coworkers to come to a future meeting to discuss this. Chair Burns and Commissioner Vicuna stated they think these should be yearly trainings for all staff, and a university program would be good for this type of training. They further stated Monica Williams of the Equity Project could be a good person to tap into for this training. Commissioner Vicuna suggested bringing the attorney in to train commissioners.

VIII. Public Comment (Non-Agenda Items)

There were no public comments.

Chair Burns adjourned the meeting at 9:04am.



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation
Date: 4/3/2024
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on April 3, 2024. Teddy Wilkinson from the TOB joined to speak on impacts of the Food Delivery Center with events. BEC also discussed the potential T-Mobile Sphere in July with BSR. Below you will find the meeting minutes and a link to the SEPA calendar. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, April 3, 2024
Right event, right time, right result

Attending: Jeff Edwards, Kelly Owens, Jon Dorr, Dave Feller, Tony Cooper, Tamara Nuzzaci Park, Neal Kerr, Chase Banachowski, Christin Maguire

Guests: Sarah Wetmore, Majai Bailey, Mike McCormack, Juli Rathke, Melissa Andrews, Ken Miller, Ashely Zimmerman, Drea Edwards, Tessa Breder
Teddy Wilkinson

- I. **Jeff Edwards called the meeting to order at 9:02 am.**
 - a Committee Vice Chair took roll call.
 - A motion was made to approve minutes from the March 6, 2024, Meeting.
- II. **Upcoming Events**
 - a Events Updates
 - **4.27-28.24 BSR Pond Skim and Spring Concerts**
 - Breck Ski Resort plans to host a music series 4.27-28.4 at the base of Peak 8 along with its annual pond skim event. Pond Skim registration opens on April 13 for 150 participants with all proceeds going to Epic Promise. Forward-looking – potential to grow into five separate concert dates over the calendar year aligning with the Resort's five peaks.
 - **6.4.24 Town Party**
 - BEC discussed strategy with the Town Party relative to the scale of talent booked. Breck Create has received some feedback from around the desire for more marquee-level bands.
 - The Committee agreed with the current direction of keeping the event locally focused with local bands. There might be a place for something larger down the road possibly in partnership with BSR.
 - **6. 13- 15.2 10 Mile Pride**

- Confirmed highlights include activations at RMU, a film presentation at the Eclipse Theater, and artist Megan Geckler's opening at Old Masonic Hall. Main event will be the community party on the RWC lawn, Saturday, with free community yoga, music by Denver's DJ Love, and other live performances on the Main Stage all afternoon. Food and drinks will be available to purchase onsite. The BTO has contracted Dean Nelson to consult on this year's programming as well as to build a 5-year visioning plan for developing Breckenridge's Pride as a destination branding event.
- Wednesday, June 19 Mountain Pride will host a free Ally Workshop at Town Hall 4:30 PM – 6:00 PM. Opportunity to engage in conversation around creating a welcoming environment for all.
- **7.19-21.24 NEW Summer Breck 5 Peaks Music Series - T-Mobile - VR Strategic Alliance**
 - Building off their Spring event, BSR is looking to bring a summer concert to Peak 8 along with a 33x33ft experiential Sphere to the base of the Gondola. The sphere would be in partnership with T-Mobile. Plan to livestream the concert and showcase some of T-Mobile's immersive and experiential technology.
 - The BEC thought that the concept was interesting and worth vetting in more detail. Note that 7.20 is also the date of Breck Create's tenth-anniversary celebration which also includes a concert. The events may be able to support each other as BSR's concert is planned for early in the day while Breck Create plans to host theirs in the evening.
- **8.12-14.24 Breck Bike Week**
 - TOB event in partnership with Breck Epic. Planned programming includes Ritual Mountain Bike Film Festival, a Bike-in movie, DJ DC spinning on top of Ollie's during a dredge boat bike crossing, Free Community Rides, and industry demos.

III. General Updates and Discussion

a Update Food Delivery Center – Piloted program in the Tiger Dredge Parking Lot

- Teddy Wilkinson (TOB) fielded BEC's questions regarding potential impacts on events that utilize the Tiger Dredge parking lot or close Main Street.
- BTO cited particular concern around the impacts of Snow Sculptures. Breck Create touched on concerns related to the guest experience and requested a communication plan to help support and set expectations. The BTO will outline their concerns in more specific detail for Town Staff to address in a follow-up discussion.

b New Events

- **Breckenridge Mining Games** – Mike Shipley has decided to hold off on the event for this June but would still like to keep the door open for future discussion.
- **Breck Create** will be incorporating a new national programming initiative called Civic Season into their 4th of July programming this year. Potential for creating a new summer tradition with programming that could be built out with other partners.
 - *Civic Season, a three-week period that stretches from Flag Day on June 14 through the Fourth of July, and includes Juneteenth and Pride Month, is a new initiative arising from a broad coalition of museums and non-profit organizations.*
 - The BEC would like to learn more about the initiative and agreed to revisit the topic at the next meeting.
- **New Farmers Market Concept**
 - Matt Vawter, owner of Rootstalk and Radicato, is proposing a new Farmer's Market concept for this summer. Unlike the existing Breckenridge Sunday Farmers Market, which is heavily focused on artisans and crafts, this market would be strictly for local Colorado food

and produce and held mid-week. Vawter plans to work with local restaurants to purchase any leftover produce.

- The Committee was strongly favor of the new concept. Breck Create suggested tying the farmers market to the free Air Stage Apres concert series that happens on Thursdays in the Arts District/ Barney Ford Parking Lot.

IV. Review Agenda Items for the next BEC Meeting, Wednesday, May 1, 2024

- a Review Event Strategic Matrix – Off-Season Event Conversation.
- b High-level strategic discussion about June and October events.
- c Breck Create Civic Season

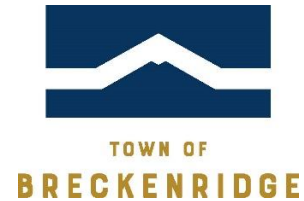
V. The meeting formally adjourned at 10:22 am.

The Breckenridge Events Committee evaluates events against four strategic goals:

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

LINK TO SEPA CALENDAR

<https://calendar.google.com/calendar/u/0?cid=cmN0NTI3bnUwZ2dpZjE2azRyY2ttaGF2cW9AZ3JvdXAuY2FsZW5kYXluZ29vZ2xlLmNvbQ>



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 4/3/2024 (For April 9—TC Work Session)
Subject: Grants Update

The Town of Breckenridge Grants Administrator is providing an update on the status of grant submissions, opportunities, and challenges. The Grants Committee has held four meetings, and advised the Grants Administrator to apply for three grants so far for the 2024 calendar year. Additionally, since the last report to Town Council, the Town was awarded a grant from DOLA for \$117,500. These funds will go towards the purchase and installation of solar panels for the FIRC's Sol Center.

Submitted at the end of March, the Grants Administrator applied to the DOLA EIAF funding opportunity for two projects. The first request was for \$1,000,000 to assist with the water meter upgrade project. A consultant, Iconergy, assisted with the development of this application. The second request, for \$1,980,557, would go towards horizontal infrastructure for the Runway Workforce Housing project. Lastly, the Grants Administrator and Transit Team will be requesting funds through the Bus and Low or No Emission Grant program under the Federal Transit Administration for the planning and construction of a new Breckenridge Transit Center.

The Grants Administrator also continues to provide in-kind assistance in developing grant applications for TreeTop Child Advocacy Center. Since beginning work with TreeTop in November, \$7,000 was secured for the organization through grants, with more waiting on a decision.

The attached PDF shows grants applied to thus far in 2024.

Staff will be available at the April 9th Work Session to answer any questions

2024 Town of Breckenridge Grant Submission and Status

Organization	Project	Status	Request	Award
Department of Local Affairs (DOLA)	Water Meter Upgrade	Submitted	\$1,000,000	TBD
DOLA	Runway Workforce Housing Infrastructure	Submitted	\$1,980,557	TBD
Federal Transit Administration (FTA)	Breckenridge Transit Center	In Progress, Due April 25 th	TBD	TBD



Memo

To: Mayor Pro Tem Owens and Town Council Members
From: Kirsten Crawford, Town Attorney
Date: 4/2/2024
CC: Town Legislative Committee Members (Owens, Saade, Haynes, Crawford)
Subject: 2024 State Legislative Session Update

Below is an update on notable bills that may impact Town operations.

Land Use /Housing/Landlord Tenant

SB24-174, this is CML initiated legislation with both significant and bipartisan support, requiring housing needs assessments and action plans, among other things. While Town staff has some concerns about how the bill will be implemented, it is a significant improvement from earlier competing drafts from last session.

SB 24-106, sponsored by Senator Zenzinger pertains to a construction professional's right to remedy a defect to avoid the potential for protracted/expensive litigation and limit claims to improper performance of the remedial work. CML supports this proposal.

HB24-1098, sponsored by Sen. Gonzales, the bill prohibits a landlord from evicting a residential tenant unless the landlord has cause for eviction. Cause is defined as a tenant's unlawful detention, creation of nuisance or disturbance that interferes with the quiet enjoyment of the landlord or other tenants at the property, or where the tenant is negligently damaging the property. The bill is not on the calendar and CML is monitoring.

Property Insurance

HB 24-1108 sponsored by House Reps. McCluskie and Amabille propose a study of property insurance. This bill was introduced 1/26 and not yet on the calendar. This proposed legislation is an initial step in addressing property insurance rate increases (and in some jurisdictions inability to insure).

Taxation

SB 24-033, sponsored by Sen. Hansen, that proposes a lodging tax rate on STRs has not been put back on the schedule. HB 24-1299, sponsored by Rep. Bird, proposes commercial taxation of short-term rentals that are not the owner's primary or secondary residence was introduced on 2/14 and has been assigned to finance.

HB24-1125, this bill has bipartisan support and creates a new refundable tax credit to be claimed in tax years commencing on or after January 1, 2026, and before January 1, 2036. The credit may be claimed for certain costs related to the voluntary conversion of a commercial structure to a residential structure.

Open Meetings

HB 24-1168, sponsored by Rep. Froehlic, in short, requires state and local public bodies to comply with onerous requirements for video, audio, and records accessibility for those with disabilities which must be implemented within six months of the effective date of the bill (late winter 2025). CML opposes this bill.

Immigrant ID

SB 24-182, sponsored Sen. Gonzales, loosens some of the standards under the "Colorado Road and Community Safety Act" authorizing the issuance of a driver's license or identification card to an individual who is not lawfully present in the United States. (by way of example only, deletes the requirement that the applicant has filed a Colorado resident income tax return for the immediately preceding year). CML is monitoring.

Recreational use of private land

SB 24-1058, sponsored by Sen. Roberts, with bi-partisan support, has been signed into law. The bill amends the "Colorado Recreational Use Statute" (CRUS) to afford additional protections from liability to landowners (including landlords or easement holders) who allow access to land for recreational purposes. However, the CRUS does not limit an owner's liability for injuries or death resulting from the owner's willful or malicious failure to guard or warn against a known dangerous condition, use, structure, or activity likely to cause harm. The bill amends the law so that an owner's failure to act is not deemed willful or malicious if the owner posts a warning sign at the primary access point where the individual entered the land depicting the dangerous condition, use, structure, or activity. The bill further requires an individual who accesses land for recreational purposes to stay on the designated recreational trail, route, area, or roadway unless the owner expressly allows otherwise, or be deemed a trespasser.



Memo

To: Mayor and Town Council
From: Julia Puester, AICP, Assistant Community Development Director (project manager)
Tamara Nuzzaci Park, Executive Director, Breck Create (project manager)
Date: April 2, 2024 (for the April 9, 2024 meeting)
Subject: Arts & Culture Master Plan Scope of Work

The Town Council has directed staff to proceed with an arts & culture master plan which would identify a community vision for arts and culture in Town for the next ten years with short and long term goals to achieve that vision. Staff has formed an arts and culture steering committee to help create the process and consultant scope of work for the master plan, ensuring that it is an inclusive process for the arts and other non-profits with robust community input. The arts & culture steering committee consists of Tamara Nuzzaci Park (BCA), Dave DePeters (NRO), Cynthia Gordon (Breck Film), Jacqueline Stone (Backstage Theater), Jeanne Bistranin (Summit Foundation), Lucy Kay (BTO), Jay Beckerman (Town Council), Larissa O'Neil (Breck History), Shannon Haynes (Town), and Julia Puester (Town).

The steering committee has met several times to discuss the master plan approach, community engagement, and desired outcomes. The proposed process is based off the process utilized for the successfully completed Destination Management Plan.

We are seeking input and approval of the scope of work from the Town Council prior to proceeding with the RFP. The committee would like to ensure that the master plan will result in a widely supported and implementable plan by the Town Council and community. The scope of work is attached in full and has the unanimous support of the steering committee.

Desired Master Plan Outcomes include:

- A community-driven vision and goals statement, considered through the tourism and social intangible lenses, with a 10-year roadmap of action items, prioritized time horizons and metrics to measure impact.
- Identification of gaps between the current and desired future state of programs and cultural facilities, providing recommended community priorities and Town investment areas.
- Recommendations for equitable funding models and policies to support delivery of arts and culture in Breckenridge.
- Recommendations for Town management policies related to arts and culture in Breckenridge, codifying roles of Breck Create, BTO, Breck History and Non-Profit resident partners.
- Recommendations for addressing opportunities for improved efficiency and coordination between arts and cultural partners.

We will be available at the meeting to answer questions and take comments. Once approved, staff will issue an RFP. Regular updates will be presented to the Town Council by the project managers as well as progress updates by the consultants at key points during the process.

Breckenridge Arts and Culture Master Plan

Scope of Work

Town Council April 9, 2024

Desired Outcomes

1. A community-driven vision and goals statement, considered through the tourism and social intangible lenses, with a 10-year roadmap of action items, prioritized time horizons and metrics to measure impact.
2. Identification of gaps between the current and desired future state of programs and cultural facilities, providing recommended community priorities and Town investment areas.
3. Recommendations for equitable funding models and policies to support delivery of arts and culture in Breckenridge.
4. Recommendations for Town management policies related to arts and culture in Breckenridge, codifying roles of Breck Create, BTO, Breck History and Non-Profit resident partners.
5. Recommendations for addressing opportunities for improved efficiency and coordination between arts and cultural partners.

Research for Consultant

Collect and analyze data relevant to delivering on the desired outcomes of the planning process. Provide methodology for collecting and presenting data consistent with the steering committee, project managers and Town Council's goals and expectations. The list of data inputs below should be viewed as preliminary recommendations and other elements may be included during the research and discovery phase.

1. Perception and value of art, entertainment and culture to the community;
2. Social intangibles of creative industries currently operating in Breckenridge, such as stewardship of place, affirmation of group identities, public health and education, as well as areas of opportunity;
3. Desired impact of creative industries to distinguish Breckenridge in the marketplace, evaluated through the tourism framework of destination-driving and local animating activity/assets;
4. Mission, visions and goals (strategy) of arts and culture organizations assessed against Town and community goals (i.e. equity, sustainability, childcare, etc.);
5. Assessment of current arts facility cost and management models. Benchmark with comparable municipally-owned arts facility cost and management models, user relationships and best practices;
6. Assessment of cost required for the Town should non-profit resident organizations not exist compared to current model;
7. Town's financial, facility and other resource distribution processes for arts and culture;

8. Town’s ideal description of activity (i.e. type and quantity of events) to animate each arts district facility and how activities are prioritized and scheduled;
9. Current facility usage and attendance trends, including number of unique individuals served, utilizing list of Town-owned public-facing cultural facilities;
10. Current and prospective arts and culture audience interests, experience, access and demographics;
11. General challenges including sustainability and responsible development of art and culture, including access to regional and national funding opportunities in resort towns;
12. Market positioning for art, entertainment and culture in Breckenridge relative to the local, regional, and state landscape as well as opportunities to increase service to underrepresented communities;
13. Exemplars to benchmark roles, management and funding models for the Town, Breck Create and other stakeholder organizations as it pertains to the advancement of arts and culture in Breckenridge; and
14. Existing arts and cultural documents, plans and other relevant material, such as the Social Equity Blueprint and Destination Management Plan.

Development of Public Outreach and Participation Plan

The Town of Breckenridge desires to gather input through widespread community outreach. The selected consultant will implement a comprehensive strategy to include people who live, work, or play in Breckenridge in the cultural planning process including surveys, one on one interviews with key stakeholders, community forums, focus groups, etc. Consultant will provide well-organized and directed activities, techniques, and formats incorporating bilingual opportunities and translation to ensure a positive and inclusive public participation process is achieved. The strategy will also include a communications plan at key decision-making points to ensure the Steering Committee, Town Council and general public are supportive.

The following groups and organizations have been identified as key stakeholders. This list should be viewed as a preliminary list that may be expanded as the process unfolds. The final number of community meetings will be discussed and agreed upon during the selection phase.

1. Non-Profit Organizations
 - a. Patrons of Arts and Culture Non-Profits
 - b. Board Of Directors of Steering Committee Non-Profits
 - c. Arts + Culture Facility Managers + User Representatives
 - i. Non-local/resident professional artists, actors, musicians, creatives, etc.
 - ii. Non-local/resident pre-professional artists, actors, musicians, creatives, etc.
 - d. Breckenridge Tourism Office
 - e. Volunteers
2. Advisory Bodies
 - a. Town’s Social Equity Commission

- b. Town’s Events Committee
 - c. Town’s Sustainability Department and/or Green Team
- 3. Commercial and Private Galleries
- 4. Education institutions
 - a. Summit School District + The Peak School
 - b. Colorado Mountain College
 - c. Preschools (Private + Public)
 - d. Mountain Top Children’s Museum
 - e. South Branch Library
- 5. Local Creatives
 - a. Architects/landscape design
 - b. Graphic Designers
 - c. Musicians
 - d. Visual Artists, Photographers, Videographers
 - e. Actors
- 6. Local Businesses and Major Employers
 - a. Lodging
 - b. Retail
 - c. Restaurant
 - d. Breckenridge Ski Resort
- 7. General Public
 - a. Breckenridge Residents
 - b. Breckenridge Workforce
 - c. Philanthropic community
 - d. Second Homeowners
 - e. Latine community and other historically underrepresented groups
 - f. Visitors
 - g. Young adults, youth and parents

Timeline:

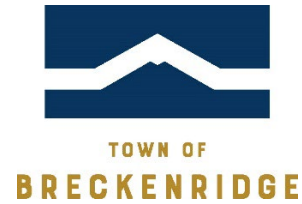
We anticipate a 9-12 month process once contract is awarded. The final timeline will be discussed and agreed upon during the selection phase.

Deliverables:

The following are the required deliverables for the project:

1. In person meetings, conference calls, or video chat monthly with written progress update to project managers to undertake and successfully complete the project;
2. On-site data collection, community input sessions, and stakeholder interviews, focus groups including the general public, advisory bodies, commercial/private galleries, non-profit organizations, education institutions/youth, local creatives, and local businesses;

3. Public meeting content including graphics, boards, handouts, presentations, etc.;
4. Project status updates to the steering committee, project managers and Town Council;
5. Arts and Cultural Master Plan document (draft and final) in editable format (such as Word) and PDF. The final document should be available in both English and Spanish. The steering committee desires for the following elements to be included in the master plan document but is not limited to the list below. This list may be modified and proposals of alternate or additional recommendations are welcome:
 - A. Executive summary
 - B. Vision statement and key goals for arts and culture (mapped to Town and arts non-profit goals)
 - C. Conclusions and recommendations
 1. Priority areas of social impact, value and dominant and non-dominant identity community engagement;
 2. Priority areas to develop economic impact and vitality, including framework and criteria for Town investment in programs to drive destination tourism and enhance local arts and culture activity;
 3. Priority areas for social equity and inclusivity;
 4. Framework and criteria for cultural facility utilization, operations and capital investments;
 5. Ideal municipal funding and management policy model;
 6. Framework and options for promotion of arts and culture as an element of Breckenridge brand; and
 7. Opportunities for improved alignment, shared services and cooperation among arts organizations.
 - D. Action Plan with long and short-term strategies to implement recommendations, time horizon goals and responsible lead and participatory parties; and
 - E. Addendum: Research and data methodology.



Memo

To: Breckenridge Town Council
From: Ellie Muncy, Planner I
Date: April 2, 2024 (For April 9, 2024 Meeting)
Subject: Historic Sheds Grant Program Work Session

At a recent Planning Commission meeting, during public comment, a concern was raised regarding the lack of maintenance of historic sheds and secondary structures. In response, staff created an [interactive map](#) documenting 96 historic secondary structures within the Town's Conservation District. When the issue was presented to the Town Council, the Council supported code changes to expand protection of historic structures and consideration of a grant program to help defray property owners' costs to stabilize structures in the worst condition.

Staff proposes the creation of a grant fund, to be administered by Breckenridge History, for the stabilization of historic sheds and secondary structures in poor condition which are located in Town. This fund will target sheds considered poorly maintained or not maintained as identified in the interactive map shown at the January 4th Town Council meeting which consists of 12 sheds and secondary structures in total.

Due to an inability to access the sheds without property owner permission, staff has focused on two sheds with whom we have been in contact with the owners to determine cost estimates of stabilization. To establish an estimate, Breckenridge History consulted with two different contractors and came up with a stabilization estimate of \$20,000-\$35,000 for the shed in the worst condition, which currently has no roof. Likely, this will be the most expensive shed to repair, due to the needed full rebuild of the roof. Staff believes the cost to repair the other sheds will be less. Staff recommends setting up the grant program to cover half the cost of stabilization for each structure, with the individual property owners being responsible for the other half of the cost. A maximum grant amount of \$15,000 per structure is recommended by Staff. Staff proposes focusing on the two sheds in the worst condition this year, and then moving on to two additional sheds in poor condition each year for five years, assuming the property owners' consent and financial contribution. In 2024, staff requests \$27,000 to address the two sheds identified in the worst condition immediately. Additional funding for the program will be requested in following years through the regular budget process.

Based on Town Council comments during the March 12th meeting Staff proposes adding the following eligibility requirement:

- Properties with a short-term rental license are not eligible

Staff seeks Town Council input on whether they would like to implement further eligibility requirements. We have listed two possible requirements below, based on previous discussions with Council. We would note that if these criteria are adopted, at least one of the two owners of the sheds in worst condition would be ineligible.

- Property owner must be employed at least 30 hours per week for a local business
- Owner must reside at the property full time for a minimum of five years

Additionally, Staff looked into similar grant programs and found the most relevant examples to be Boulder County, Park County, and Park City, UT. Boulder County has a grant program that offers up to \$10,000 per structure and requires an equal match from the owner. The grant program is focused on rehabilitation of exterior elements and is limited to only landmarked or contributing structures. Park County's grant program has grants from \$100 up to \$2,000 and also requires an equal match. The program is focused on rehabilitation and stabilization of historic structures and the construction must be completed within one year. Park City, UT has a grant program that does not specify a grant amount limit but does have an application cycle and requires the property owner to provide half of the costs. The program consists of both emergency repair funds and competitive repair funds and is focused on rehabilitation, restoration, preservation, and reconstruction. Eligible properties for the grant must be listed on the Park City Historic Inventory. In comparing the grant programs, all require an equal match and very few had eligibility restrictions not relating to the structure's qualifications.

Staff will be available at the Town Council work session for discussion and has the following questions for Town Council.

Questions for Town Council

1. Does the Council support the proposed grant program?
2. Does the Council have any suggestions regarding the parameters of the grant program?
3. What are the Council's thoughts on the eligibility requirements listed?
4. Is there support for the grant fund to start with \$27,000 in 2024 to address the two sheds in the worst condition in Town?

Memo



To: Town Council
From: Sarah Crump, AICP, Planner III
Date: March 27, 2024 (for meeting of April 9, 2024)
Subject: Work Session: Fractional Ownership (timeshares)

This memo will provide background on fractional ownership development in the Town, examine how other resort jurisdictions have addressed fractional ownership development, and identify a strategy for regulating future development of fractional ownership properties. The term “fractional ownership” is used in this memo to broadly refer to multiple-ownership timeshare or other interval ownership interests in real property.

In the early 2000s most of the Town’s lodging inventory was comprised of single ownership condominiums, which sat vacant much of the year. As a result, the Town began to encourage “fractional ownership” of real property to create higher occupancy rates. Timeshare or fractional ownership models with high occupancy rates were referred to as “hot beds” and seen as a way to increase the number of visitors in Town and keep businesses open, particularly during the shoulder seasons.

In the past 15 years numerous fractional ownership projects have been developed and the Town now has close to 900 fractional ownership units, mostly traditional timeshares, with more anticipated based on current development approvals granted in the recent BGV development agreement. In a reversal from the early 2000s, there has been considerable discussion in recent years about over-crowding in Town and the loss of the quieter shoulder season periods. Currently, fractional ownership is an allowable development model in any land use district and beyond applicable requirements for short-term rental licenses, the Town does not regulate the development of fractional ownership properties.

Regulation of Fractional Ownership in Other Colorado Jurisdictions

Most other mountain resort towns have conditional use stipulations which require a special review of fractional ownership development applications. Of the below jurisdictions, only Avon allows fractional ownership by-right in any location.

Aspen

Allows timeshares only within lodging and ski area base zoning districts. Ordinance also requires rental of timeshare units to the public when not in use by the owner.

Avon

Allowed by-right within some mixed-commercial zoning districts and allowed as a conditional use within some residential zoning districts.

Granby

Allows timeshares only within their Timeshare Overlay District or Planned Unit Developments. The Timeshare Overlay District is located south of the railroad tracks away from the downtown core and includes the Shorefox development. Areas included in or excluded from the timeshare overlay district can be amended by the board of trustees.

Vail

Allows timeshares as a conditional use within some zoning districts.

Possible Approach to Regulating Fractional Ownership in Breckenridge

An overlay district would limit the location of possible future fractional ownership development. A Timeshare Overlay District could be established by considering the existing land uses allowed within specific Land Use Districts (LUDs) and the language of their respective Land Use Guidelines to identify where it would be appropriate for a fractional ownership development to be located.

Criteria for inclusion within the Overlay could consider the following:

A. Land Use District Intent

Consider whether the LUD allows commercial uses that support the ski area base or whether the LUD recommends ski area bed base or lodging developments.

B. Land Use District Location

Consider the location of the Land Use District within the Town. LUDs west of Park Avenue which have ample access to transit, visitor services, and ski area amenities are preferred for inclusion by staff and are considered appropriate for fractional ownership development. This area west of Park Avenue also has a higher concentration of multi-family development and fewer single-family dwelling neighborhoods where local year-round residents reside.

Recommended Fractional Ownership Overlay

Based on the above criteria, the following LUDs are recommended for inclusion within the Fractional Ownership Zoning Overlay: LUD 21, LUD 22, LUD 23, LUD 24, and LUD 39. A map of the recommended Overlay is included at the end of this memo for reference.

Additional LUDs located to the west of Park Avenue were also considered for inclusion but are not recommended; these included LUD 10, LUD 20, LUD 25, and LUD 40. Each of these LUDs has land use characteristics that are not suited to fractional ownership, such as a preference for low-density residential development or areas that abut the Conservation District.

Land Use Districts in the downtown core, those north of the French and Main Street intersection, those primarily to the east of Park Avenue, and those south of Boreas Pass Road are not recommended for inclusion in the Timeshare Overlay Zone. These include areas such as the Conservation District and single-family residential neighborhoods that generally do not allow for high-density developments of multi-family dwellings or commercial lodging. It has been previously expressed by the Council that it is important to retain the existing lower-density development characteristics of these areas, which are incompatible with fractional ownership development.

Fractional Ownership Definition

In addition to the Overlay, staff recommends Council adopt a definition of a “fractional ownership unit” which would replace and encompass the current definition of “timeshare

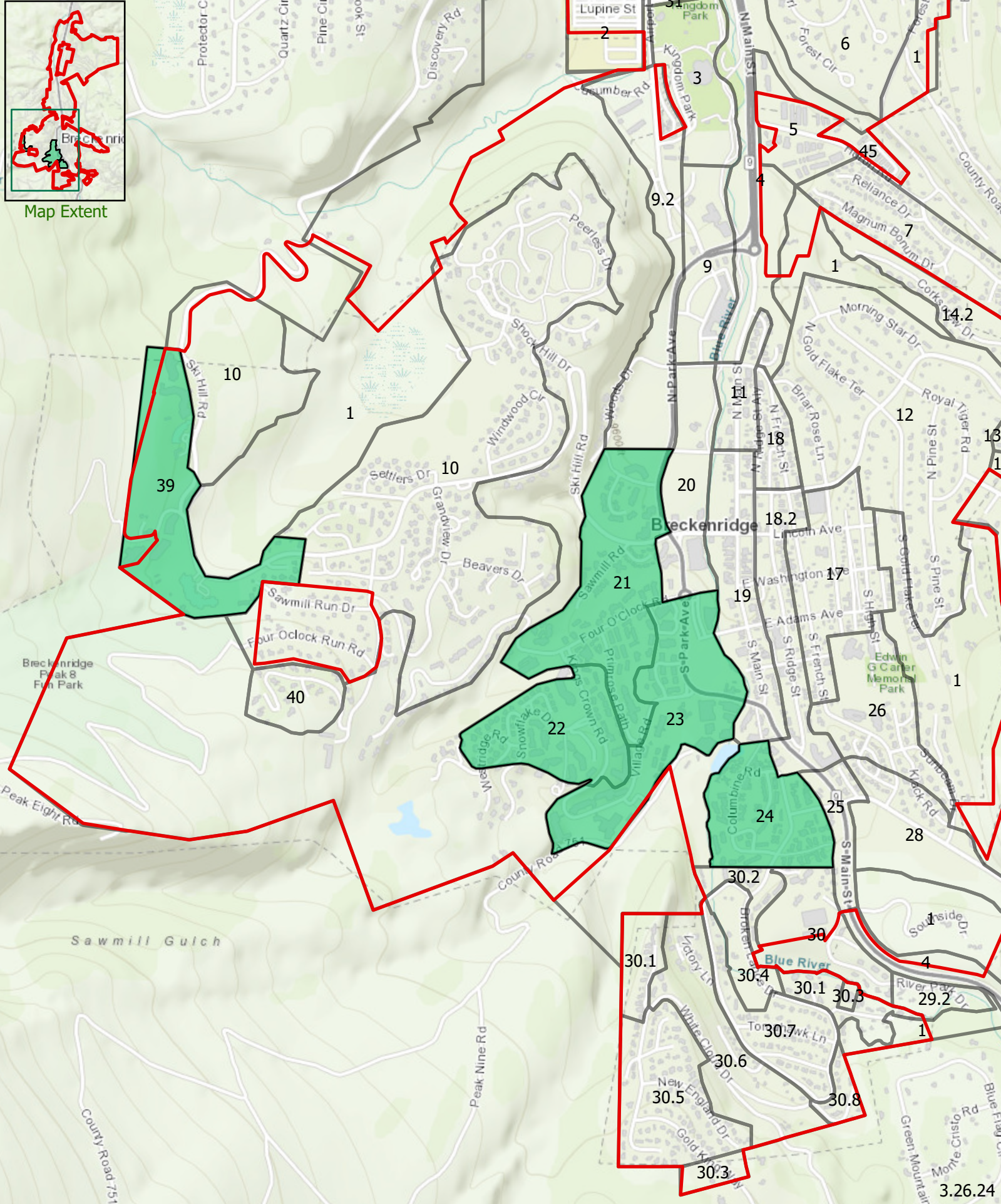
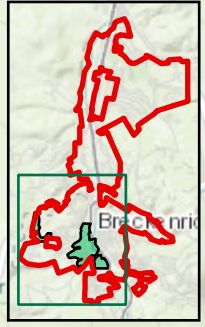
interests” in the Development Code. The current Development Code definition of “Timeshare Interests” is as follows: *Interval estates, timeshare estates, timespan estates, and other timesharing interests as defined in the Condominium Ownership Act, article 33, title 38, CRS, as amended from time to time.* Staff proposes Council broaden the above definition to include the following:

Fractional Ownership Unit: a dwelling unit, within a multi-unit property, that has been divided into 13 or more interval estates, timeshare estates, or time-span estates, or other time sharing interests as defined by C.R.S. § 38-33-110 **OR** a dwelling unit where right-to-use for a specific amount of time is granted through a membership club, points system, or other contractual use system in which an authorized user of the dwelling unit must purchase the right to use through participation in the contractual use system. The intermittent rental of a dwelling unit to the public or parties outside the system does not preclude the dwelling unit from being defined as a fractional ownership unit. Single-family, duplex, or townhouse dwelling units may not be developed as fractional ownership units.

The proposed definition would encompass timeshare models that operate on a points basis or other contractual obligation rather than only deed of trust ownership. The proposed definition also excludes properties which may have 12 or fewer interval owners from inclusion in the fractional ownership unit definition. This approach is consistent with the Town’s short-term rental/accommodation unit regulations on the basis that short-term rental accommodation unit licenses are only required for rental periods of less than 30-day increments and the neighborhood and community impacts of rentals for fewer than 30-days are greater than longer term stays. Dividing a year by 12 intervals creates approximately 30-day increments and dividing a year by more than 12 intervals would be shorter than the short-term rental period limitation.

Questions for Town Council:

1. Does the Council wish to regulate the areas of the Town where fractional ownership projects can develop?
2. If so, is the Council supportive of an Overlay District?
3. Does the Council have thoughts on the Land Use Districts and geographic criteria staff has suggested, if an Overlay District is implemented?
4. Does the Council generally agree with the proposed definition of “fractional ownership?”



Proposed Timeshare Overlay District
Town of Breckenridge

- Timeshare Overlay
- Land Use Districts
- Town Boundary