



TOWN OF
BRECKENRIDGE

Town Council Work Session

Tuesday, September 26, 2023, 2:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. 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. MILNE SITE TOUR (2:00-3:00pm)

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

Planning Commission Decisions

III. LEGISLATIVE REVIEW (3:05-3:45pm)

Net Zero Density Code Amendment (Second Reading)

BOEC F&D Placer Lease Renewal (First Reading)

BOEC Wellington Lease Renewal (First Reading)

Tax Code Update - Exempt Products (First Reading)

Stables Property Transfer (First Reading)

Department of Local Affairs Strong Communities Planning Grant (First Reading)

Town Attorney Agreement (Resolution)

IV. MANAGERS REPORT (3:45-4:00pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing and Childcare Update

Committee Reports

Financials

Town Attorney Update

Grants Update

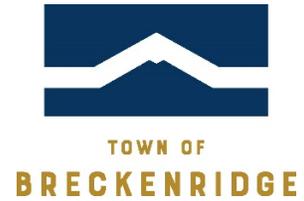
V. OTHER (4:00-4:15pm)

Breck E-Ride Report

VI. PLANNING MATTERS (4:15-5:45pm)

Dark Sky Community Certification Update
Upper Blue Sanitation District Housing Access Easement
BGV Peak 8/Gold Rush Development Summary Analysis

VII. EXECUTIVE SESSION - Property Acquisitions and Personnel Matters (5:45pm)



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: September 20, 2023
Subject: Planning Commission Decisions of the September 19, 2023 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, September 19, 2023:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Main Street Station Crepe Trolley Renewal, 505 S. Main Street, PL-2023-0379
A proposal to renew the permit to utilize the custom Crepe Trolley food vendor cart in the common area plaza of Main Street Station. *Approved, see second memo.*

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council Members
From: Clif Cross, Planner II
Date: 9/20/2023
Subject: Main Street Station Crepe Trolley Renewal, 505 S Main Street; PL-2023-0379

A Combined Hearing for the Main Street Station Crepe Trolley located at 505 S Main Street (Main Street Station) was held by the Planning Commission on September 19, 2023. The application proposes to renew the development permit to operate a custom food vendor cart in the common area plaza. The vendor cart was originally approved in 2017 and no changes are proposed to the operation with this renewal.

The Commission added one condition of approval regarding the holiday/bistro lights, specifying the Crepe Trolley must comply with Absolute Policy 46: Exterior Lighting of the Development Code and all Town Lighting and Sign requirements. The Commission found the proposal complied with all other Priority Design Standards and Absolute Policies, and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year development permit was approved by a 7-0 vote of the Commission.

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





Main Street Station
Crepe Trolley, 505 S.
Main Street



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the September 5, 2023, Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the September 19, 2023, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

COMBINED HEARINGS:

1. Main Street Station Crepe Trolley Renewal (CC), 505 S. Main Street, PL-2023-0379

Mr. Cross presented a proposal to renew the permit to utilize custom “Crepe Trolley” food vendor cart in the common area plaza of Main Street Station.

Commissioner Questions / Comments:

Mr. Gerard: Food trucks are such a huge part of food offerings and delivery in other communities, would it make sense for the Commission to consider a work session on food trucks? (Mr. Cross: That is something staff could work on if the Commission requests such a work session.) (Mr. Kulick: One reason why this truck is allowed here is because of the more relaxed design standards in Main Street Station. In the historic downtown, the guidelines dictate appearance to a degree that would not allow a food truck and much of the rest of Town is made up of large single-family lots that would prohibit commercial operations.)

Mr. Giller: The report states that the cart will not have exterior lighting, but you can see that there are bistro lights on the trolley. (Mr. Cross: I think those are decorative holiday lights.) I think we should add a condition that any bistro or holiday lights be removed.

Ms. Gort: What are the hours of the trolley? It seems reasonable that they be allowed to have a light for their sign. (Ms. Puester: The definition of decorative lighting only allows decorative lighting to outline a structure so they would not be allowed on a vehicle such as this trolley.)

Joe Diaz, Trolley Crepes, Manager: I am not sure what lighting is placed on the trolley in winter. I am a representative for the owner but have only seen the cart in summer.

Mr. Kulick: Decorative lighting would not be allowed on a vehicle under Policy 46. But they would be allowed to have sign lighting under the code which would be reviewed at the staff level.

Mr. Cross: The signage has already been approved.

Mr. Kulick: Their sign permit could be modified to allow for lighting if none exists currently.

Mr. Giller: I would be willing to amend the requested condition regarding holiday lights to allow for a sign light. I do think Breckenridge has too many holiday lights strung up and down Main Street. I think the string lights are clearly non-compliant lighting which should still be removed. I would be agreeable to an additional condition that all non-

compliant lighting shall be removed from the exterior of the trolley and under staff review the applicant may update the lighting of the sign. (Mr. Kulick: It is the typical downcast lighting that is allowed with signage.)

Mr. Frechter: If I understand correctly, this permit has expired, and they are reapplying? (Mr. Cross: That is correct, this permit expired during the pandemic and the new owner did not know they needed to reapply to keep their development permit. Mr. Kulick: The onus is on the permit holder or operator of the cart or trolley to renew the permit. In this case the new owner just was not aware that they needed to do so.)

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

Mr. Giller: I would state that no holiday lights are permitted on the trolley and we should add my previously stated condition regarding holiday lights and sign lights.

Mr. Gerard made a motion to approve the Main Street Station Crepe Trolley Renewal, with the following additional condition 14, the Crepe Trolley must comply with absolute Policy 46 of the development code including all lighting and sign requirements, seconded by Mr. Giller. The motion passed 7 to 0.

WORK SESSIONS:

1. Exterior Lighting Code Changes

Ms. Puester and Ms. Muncy presented proposed changes to the Exterior Lighting Code as they relate to Dark Sky community certification requirements. Required changes must be approved prior to the Town's application. The following specific questions were asked of the Commission:

1. Does the Commission believe that colored holiday lights should be allowed in residential areas in Lighting Zone 3?
2. Should Lighting Zone 2 be expanded to Airport Road as shown on the map in orange?
3. Does the Commission have any other comments or questions?

Commissioner Questions / Comments:

Ms. Propper: On page 5 of the changes, in paragraph C, it states legal non-conforming bistro lights must come into conformance in 2012 which is past. I would suggest that we just make them not allowed since that date is past. In Section 9-12-7, the definition of outline lighting, this definition is being deleted, correct? (Ms. Muncy: Correct, it was redundant with holiday and architectural lighting and is being removed.) Will semi-opaque lighting fixtures still be permitted? (Ms. Muncy: Yes, as long as the semi-opaque part is below the horizontal section of the fixture. The dark-sky board has reviewed this language and did not recommend to change or remove that allowance.) How will the public be educated about lighting? (Ms. Puester: We would like to tie the educational events required by certification into more fun events in town-maybe with BCA as an idea and lighting night walks with staff.) The dark-sky certification and the code changes are separate actions? (Ms. Puester: Yes, code would follow the regular ordinance process which includes 2 readings. This is required to be completed prior to application for dark sky certification. Municipalities have five years after certification to allow for changes and conformance and private property has ten however, we did not change the private property lighting conformance date of 2025 which has been on the books for 15 years. The only new light conformance date is 2033 for a required commercial signage lighting curfew.) How will colored holiday lights fit under the dark sky requirements? Will that affect our certification? (Ms. Puester: In 2012 the holiday lighting regulations were changed to allow only warm and soft white lighting. We

believe that could be loosened in the residential areas as the concern of Council at that time was primarily that the downtown looked haphazard with adjacent buildings next to each other with different colored lighting. The color does not impact dark sky certification. We could change the holiday light section to allow colored lights outside of the commercial Lighting Zones 1 and 2.)

Ms. Gort: Is there consideration for having colored lights limited to a certain season? (Ms. Puester: Our code has a date limitation which would apply.)

Mr. Giller: I am concerned about too many decorative lights in the downtown area. Could we put a further limitation on decorative lights? Something similar to the 70,000 lumens per acre limit suggested for commercial? (Ms. Puester: Decorative lighting is very important to Town Council. There was concern that if the certification did not allow for decorative lighting, we would not attempt certification. However, this is not the case per DSI and decorative lighting is allowed and a limit is not required for that but we could look into a way to go beyond and suggest a limitation as a Planning Commission recommendation.) We do work for the Council. I would like to see some kind of metric that manages or limits the overall decorative lighting. I am concerned about intensity and overall amount of lighting. I would consider a limit on the lighting that would end in April instead of the end of ski season timeframe since they stay open so late now. Less would be more here.

Mr. Frechter: Do we address motion activated lights? (Ms. Muncy: Motion activated lights are not allowed to trespass across the property line.) It should state, "the light controlled by the sensor must comply with other sections of the lighting code." Light bleeding from unincorporated areas cannot be controlled through this ordinance? (Ms. Puester: We cannot but the County is also considering becoming certified however I'm not sure where they are in the process.) Is there a curfew for decorative lights? (Ms. Puester: No, not as written currently.) Like Mike, I would like to have the Town consider a curfew on decorative lights such as when the bars close downtown.

Mr. Gerard: I think we have an opportunity to make some significant changes. I agree with Mr. Giller that the town has too many lights and should cut back on decorative lighting. A curfew for turning off signage lighting would not become effective for 10 years as written. We should be aggressive and require this sooner. In my opinion we made a mistake extending the residential compliance date to 2025. Why are we allowing the semi-opaque fixtures? My understanding of dark sky, a semi-opaque fixture is not allowed. (Mr. Kulick: To be compliant, the lighting source must be fully up inside the metal fixture, fully shielded. The semi-opaque hangs below the solid part of the fixture which has the light in it. This allows a greater variety of lighting styles.)

Mr. Leas: Every egress must have a light per building code. Having a fixture that doesn't spill any light onto hazards or steps doesn't meet the safety requirements of having a light.

Mr. Gerard: A neighbor's property has glowing fixtures where the bulb is visible through opaque glass. Is this compliant? (Mr. Kulick: No that would not be compliant because the bulb is visible.) Staff should look at the semi-opaque language. I don't see why we can't have a curfew for residential night-time lighting. This is easy to accomplish. We have exterior lighting at homes that cast light onto wetlands areas in the Highlands. One of the goals we're trying to achieve is to protect the Town's wildlife populations. If the Town has rules, HOAs could help enforce the rules. (Ms. Puester: One concern with lighting curfews is that it is difficult for staff to enforce. It would be in the Town code and enforced by staff. We have a small staff and these violations would also be late at night which would also be an issue. It is not required by certification with the exception of the sign light curfew so we did not put one in the draft.)

Ms. Gort: Park City requires holiday lights for residential to be off at 11 p.m.

- Mr. Gerard: A curfew for lighting, all lighting, in Zone 3 is what I would like to see. (Ms. Puester asked the rest of the Commission on lighting curfews for Zone 3-both on buildings and decorative lighting. All Commissioners expressed support for the curfew.)
- Ms. Gort: Maybe we have a curfew for lights but also allow for motion sensors.
- Mr. Leas: We could say that motion sensor lighting is exempt from the curfew.
- Mr. Leas: To begin with we should start with Zone 3.
- Mr. Gerard: Why can't all commercial lighting go off when the sign lights go off and do it before 10 years from now?
- Ms. Puester: There are safety concerns having lights go off when people are leaving work after the bars and restaurants close and walking in the dark through the commercial core.
- Ms. Truckey: I'd suggest focusing the curfew recommendation to the residential Zone 3 lighting and then recommend studying the commercial lighting zones in the future.
- Mr. Giller: There is no maximum for lumens of decorative holiday lights. (Ms. Muncy: Residents putting up decorative lights may not know how to determine holiday light foot candles.) That may be the case for residential but I am hearing that the commercial core is over lit. String decorative lighting is not limited and I think it should be limited.
- Ms. Gort: There are no size limits for bulbs of decorative lighting either which we could add so they are not the large bistro style unshielded.
- Mr. Gerard: I applaud this initiative and think this would be a good thing for the Town to implement and further enforce.
- Mr. Giller: I am very supportive of this and think this is on the right path.
- Mr. Guerra: I echo the sentiment that the downtown core is over-lit with decorative holiday lighting. I understand everyone's attraction to have holiday lights and that is part of our brand. I would be interested in the potential for timers or curfews on those lights. Obviously, safety lighting must be in place. In Zone 3, I am sensitive to light. I have clients who want to light up their homes for security reasons and for aesthetics. We are also over-lighting these residential homes. We can look at limiting the number of exterior sconces. Another consideration is landscape lighting, we should not allow that. We should also limit the number of small pathway lights, solar lights. There is also no control for bistro lighting in Zone 3. In the commercial section, Green Mile is in Zone 2, those green string lights are non-compliant? (Ms. Puester: Correct, they are not compliant.)
- Ms. Gort: Fresh snow reflects 80 percent of light. I think we should consider being more aggressive than the standards because of this factor. Suffolk, NY doesn't allow above 2200 Kelvin.
- Mr. Leas: It would be difficult to find a bulb that is only 2200 Kelvin.
- Ms. Gort: Curfews could be important. We should consider limiting. I do like the idea of colored lights limited for a specific timeframe. Residential bistro lights are being eliminated but it is nice to have dinner at the patio with them. Maybe we could allow them with timers. (Ms. Muncy: The Town will have to have light meters.) I would like the meters available at the library.
- Mr. Frechter: Ok with allowing colored lights for a certain period in Zone 3 as Ms. Gort suggests.
- Mr. Leas: Section 9-12-4: I would encourage staff to revise these paragraphs, which would be better if the Council made an affirmative statement despite the costs to owners and businesses. (Ms. Puester: I did not want to change this section specifically because we wanted to point out this conformance section was put in place in 2007 and that the 2025 compliance date is not a new deadline for residential lighting with this code update.)
- Ms. Propper: These sections are important if someone were to litigate in showing why the regulations are important to the Town. I wouldn't change it.

- Mr. Guerra: Right now, colored lights are not allowed anywhere in Town? Why are we re-addressing this? (Ms. Puester: Colored lights such as red for example can actually be better for animals and human as opposed to white.)
- Ms. Propper: For colored lights, those could be allowed in the residential area only, especially if limited during the holiday period. I am okay with expanding Zone 2 if the main change is to allow for bistro lighting at restaurant patios.
- Mr. Giller: Okay for colored lights in Zone 3. Yes, expand Zone 2 to commercial part of Airport Road.
- Mr. Frechter: Yes, colored holiday lights are okay with a timeframe. Yes, expand Zone 2 to Airport Road.
- Mr. Gerard: Yes, the holiday lights could be allowed in Zone 3 with curfews and with a timeframe that is shorter than what is allowed now, which is until the end of ski season. Yes, Zone 2 should be expanded to Airport Road.
- Mr. Guerra: No, on colored lights. I am in favor of more restrictions on lighting not fewer. I agree the Airport Road area is more commercialized now and should be in lighting Zone 2.
- Ms. Gort: Yes, colored holiday lights if they are turned off at 11 pm and with a timeframe in Zone 3. And yes, for expanding Zone 2 to Airport Road.
- Mr. Leas: I am in favor of allowing colored lights in Zone 3 and yes, Zone 2 should be expanded to Airport Road.

OTHER MATTERS

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:35 pm.

Mark Leas, Vice Chair

Memo



To: Town Council
From: Sarah Crump, AICP, Planner III
Date: September 18, 2023 (for meeting of September 26, 2023)
Subject: Policy 3R Amendments- Net Zero Density Calculations Second Reading

Staff recommends adopting the attached amendment to the Development Code, Policy 3 (Absolute) Density/Intensity, 9-1-19-3A Section C. regarding density calculations for projects which achieve net zero.

The proposed amendment would add a new definition to the Development Code for “net zero energy building” and change the calculation of density for all projects, commercial and residential, which achieve net zero energy by allowing the floor area to be measured from a midpoint between the exterior and interior wall system. This calculation method will only be applied to projects which achieve net zero and utilize double wall construction techniques. This amendment would exempt a portion of the exterior wall from counting as density; however, it prevents the sacrifice of livable square footage in exchange for added energy efficiency and therefore doesn’t penalize net zero projects. Staff does not anticipate this density calculation change will result in larger projects with noticeably greater massing. Projects would continue to be limited in size by disturbance envelopes or setbacks, height, and overall density constraints.

There have been no changes to this amendment since the first reading, held September 12, 2023. Staff is available to answer any questions.

2
3 Series 2023

4 **A BILL FOR AN ORDINANCE AMENDING POLICY 3A PERTAINING TO**
5 **DENSITY CALCULATIONS FOR NET ZERO ENERGY BUILDINGS.**

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

8 **Section 1.** That a new definition be added to section 9-1-5, entitled "Definitions", and
9 placed in alphabetical order with the language underlined, to read as follows:

10 9-1-5: DEFINITIONS:

11 NET ZERO ENERGY BUILDING: A building that produces at least as much energy as it
12 consumes on an annual basis.

13 **Section 2.** That a new subsection 7. be added to section C. of 9-1-19-3A: POLICY 3
14 (ABSOLUTE) DENSITY/INTENSITY, with the language underlined to read as follows:

15 **9-1-19-3A: POLICY 3 (ABSOLUTE) DENSITY/INTENSITY:**

16 C. General Provisions:

17 7. For any building which achieves net zero energy use, a net zero energy building, and
18 which uses a double exterior wall system, the computation of density shall be based on a fully
19 enclosed space that is measured from the midpoint of the wall system, measuring from the area
20 of the midpoint line between the interior wall and surrounding exterior wall that extends to a roof
21 of a building or portion thereof including dwelling areas of the building, closets, bathrooms, living
22 room, garage space of single-family, duplexes, and townhomes, interior hallways, interior
23 common spaces, commercial storage and basement areas, and all areas of the building that are
24 unfinished but have a floor to ceiling height of 5 feet or greater. Building areas that are not fully
25 enclosed and feature portions of open or mesh wall that exceed 12 inches vertically and are
26 entirely permeable across at least one façade such as trash dumpster enclosures, parking
27 garages, porches and similar areas shall not be counted as density. An energy analysis
28 prepared by a registered design professional, using an approved simulation tool, will be required

1 at the time of Development Permit application submittal demonstrating that the proposed design
2 will achieve a net zero energy outcome.

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

5 INTRODUCED, READ ON SECOND READING, APPROVED AND ORDERED
6 PUBLISHED IN FULL this 26th day of September 2023. A Public Hearing shall be held at the
7 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 26th day of
8 September 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
9 Town.

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11 TOWN OF BRECKENRIDGE, a Colorado

12 municipal corporation

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16 By: _____

17 Eric S. Mamula, Mayor

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19 ATTEST:

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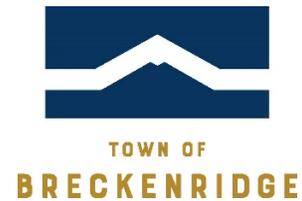
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24 Helen Cospolich, CMC,

25 Town Clerk

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Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Kirsten Crawford, Town Attorney
Date: 9/20/2023 (for 9/26/23 Town Council meeting)
Subject: BOEC F&D Placer Lease Renewal (First Reading)

Summary

The Breckenridge Outdoor Education Center (BOEC) has requested a lease renewal for portions of the F&D Placer property on which the Griffith Lodge sits and many of BOEC's programs are run. As part of the renewal, the BOEC has asked to extend the lease for a 75-year period and adjust the boundaries of the "Exclusive Use" area within which the BOEC can safely operate its programs without public interference. With this request, there is a corresponding decrease in the "Non-Exclusive Use" area where BOEC programs can also run but public recreational access remains. Staff supports passage of the revised BOEC lease for the F&D Placer on first reading.

Background

The Town has long supported the BOEC in its mission to "expand the potential of people with disabilities and special needs through meaningful, educational and inspiring outdoor experiences." A portion of the Town's support has been provided in the form of a long-term lease (25 years) for portions of the Town-owned F&D Placer, where the Sawmill Reservoir is located. Under the existing agreement with BOEC, the Griffith Lodge was constructed and is maintained and managed by the BOEC.

At the November 22, 2022 Town Council work session, the BOEC presented its request to extend the term of the F&D Placer lease to include a 75-year term. Town Council supported BOEC's request and directed staff to prepare revisions to the lease and emphasized the following:

- The Town should retain the authority to terminate the lease within the 75-year term if the BOEC ceases to operate as a mission-based organization, and
- The BOEC is granted an opportunity to cure any default related to the mission-based use.
- The Town has authority to review the use of the Leased Premises at any time and at least every 10 years.
- The Town retains access for the public to the existing trail access.

The F&D Placer lease agreement divides the Town-owned parcel into "Exclusive Use" and "Non-Exclusive Use" areas (mapped in the attached exhibits). The Exclusive Use areas are areas of the F&D Placer where public access is prohibited so that the BOEC can safely operate its programs without public interference. Examples of the Exclusive Use areas include the Griffith Lodge, the staff lodging, intern cabin and "old" cabin, and the ropes courses. The Non-Exclusive Use areas are those portions of the property where the BOEC programs run, and the public is also allowed continued access. Examples of these Non-Exclusive Use areas include the trail network the surrounds the lake, the lake surface itself, and the trailhead at the top of Snowy Ridge Road.

Town open space staff and BOEC staff members have worked collaboratively over the years to improve management of both areas to allow public access where appropriate and safe and prevent public access to the Exclusive Use areas. This revised agreement (and accompanying exhibits) slightly expand the Exclusive Use area to include two additional areas for BOEC to improve and replace its two ropes courses on the northwest corner of the F&D Placer parcel. Public access to the Sawmill and Four O'clock trails has been preserved.

Staff have worked closely with the BOEC to revise the lease agreement to merge the BOEC's requests and Council direction. Attached is the resulting lease for Council's review as well as an attached ordinance approval at first reading. Staff support Council's approval of the revised lease at first reading and will be available at the work session to address any questions.

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE APPROVING THE F&D PLACER LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE BRECKENRIDGE OUTDOOR EDUCATION CENTER.

(Approximately 38 acres of land generally described as the F & D Placer, U.S.M.S. No. 16786)

WHEREAS, the Town of Breckenridge owns approximately 38 acres of land located in Summit County, Colorado and generally described as the F&D Placer, U.S.M.S. 16786; and

WHEREAS, the Town Council has agreed to renew its long-term lease for the Town’s F&D Placer property with the Breckenridge Outdoor Education Center, a Colorado non-profit corporation (“BOEC”); and

WHEREAS, a proposed Lease has been prepared by the Town Attorney and reviewed by the Town Council; and

WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

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

and;

WHEREAS, the term of the proposed Lease with the BOEC exceeds one year in length;

and

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

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

Section 1. The F&D Placer Lease attached hereto as **Ex. A-1**, entitled “A Lease between the Town of Breckenridge and the Breckenridge Outdoor Education Center” is hereby

1 approved, and the Town Manager is authorized, empowered, and directed to execute such
2 agreement for and on behalf of the Town of Breckenridge.

3 **Section 2.** Minor changes to or amendments of the approved agreement may be made
4 by the Town Attorney if the proposed changes or amendments do not substantially affect the
5 consideration to be received or paid by the Town pursuant to the approved agreement, or the
6 essential elements of the approved agreement.

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

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10 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
11 PUBLISHED IN FULL this ____ day of _____, 2023. A Public Hearing shall be held at the
12 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
13 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
14 Town.

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16 TOWN OF BRECKENRIDGE, a Colorado
17 municipal corporation

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21 By: _____

22 Eric S. Mamula, Mayor

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24 ATTEST:

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29 Helen Cospolich, CMC,

30 Town Clerk

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32 APPROVED IN FORM

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Town Attorney

AMENDED AND RESTATED LEASE

BETWEEN

TOWN OF BRECKENRIDGE,
a Colorado municipal corporation
("the Landlord")

and

BRECKENRIDGE OUTDOOR EDUCATION CENTER,
a Colorado non-profit corporation
("the Tenant")

F&D PLACER LEASE

THIS F&D PLACER LEASE ("Lease") is dated _____, 2023, and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Landlord") and BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado non-profit corporation ("Tenant"). The Landlord and the Tenant are sometimes individually referred to in this Lease as a "Party", and are collectively referred to in this Lease as the "Parties."

ARTICLE 1- BASIC LEASE PROVISIONS

1.1 Leased Premises. In consideration of the Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of the Tenant by this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, for the term and upon the conditions of this Lease, approximately 38 acres of land generally described as the F&D Placer, U.S.M.S. No. 16786 ("Leased Premises"). The Leased Premises are more particularly described in the attached **Exhibit "A"**. The Leased Premises includes all buildings and improvements currently on the Leased Premises owned by the Tenant, including but not limited to the buildings commonly known as the "Griffith Lodge", "Old Cabin", and the "Intern Cabin", and improvements such as the high ropes course and other elements used for Tenant's programming. The Griffith Lodge, Old Cabin, and the Intern Cabin are referred to in this Lease as the "Buildings."

1.2 Exclusive and Non-Exclusive Portions of the Leased Premises. The Leased Premises are divided into two areas. The first area, described in this Lease as the "Exclusive Use Area", is leased to the Tenant for the Tenant's exclusive use as provided in Section 1.4. The second area, described in this Lease as the "Non-Exclusive Use Area", is also leased to the Tenant, but the Tenant's use of such area will be non-exclusive as provided in Section 1.4. The Exclusive Use Area and the Non-Exclusive Use Area are both depicted on the attached **Exhibit "B"**. Unless otherwise clearly indicated to the contrary, the term "Leased Premises" in this Lease includes both the Exclusive Use Area and the Non-Exclusive Use Area.

1.3 Term. The term of this Lease ("Term") shall be for a period of 75 years, commencing November 15, 2023 and terminating November 14, 2098. Nothing in this Lease permits the Tenant to use or occupy the Leased Premises after the expiration of the Term or any earlier termination of this Lease. If the Tenant continues to occupy the Leased Premises after such expiration or termination, such occupancy will (unless the Parties otherwise agree in writing) be an extension of this Lease on a year-to-year basis only, and such occupancy will be subject to all of the terms and conditions of this Lease.

1.4 Use of the Leased Premises.

(a) The Tenant will have exclusive use and possession of the Exclusive Use Area. The Tenant's use and possession of the Non-Exclusive Use Area will be non-exclusive and subject to such other uses and users as may be determined by the Landlord.

(b) Except as provided below, the Tenant's use of the Exclusive Use Area will be

exclusive and limited to:

(i) providing outdoor educational and recreational experiences for youth, persons with disabilities, and others, consistent with the Tenant's "Mission", as from time to time amended (the Tenant's Mission as of the date of this Lease is attached hereto as **Exhibit "C"**);

(ii) all functions (including parking and storage) and ancillary activities necessary to support and carry out Tenant's Mission;

(iii) maintaining, restoring, repairing, or removing all existing buildings and improvements currently located within the Exclusive Use Area; and

(iv) constructing and erecting such new buildings and improvements reasonably necessary to carry out Tenant's Mission, subject to the procedures set forth in Section 5.1(c) below.

(c) During the Term, Tenant's Mission will neither be modified in any substantive manner pertaining to the use of the Leased Premises nor repealed without the prior written consent of the Landlord, which consent will not be withheld unless the Landlord, in its judgment, determines that the proposed action would result in a substantial deviation from the Tenant's purpose as reflected in the Mission in effect at the commencement of this Lease. Tenant's failure to comply with section 1.4(c) shall constitute a default under Article 10.

(d) Notwithstanding anything contained in this Lease to the contrary, the Tenant may use the Exclusive Use Area for other uses, including, without limitation, special events, corporate retreats, private retreats, and weddings, so long as such uses do not become the Tenant's predominate use of the Exclusive Use Area. Notwithstanding the prohibitions set forth in Section 5.5 below, Tenant expressly has the right to lease, license, or sublet the Buildings for such uses within its discretion.

(e) The Tenant may take all reasonable steps to ensure the exclusivity of its use of the Exclusive Use Area, including, without limitation, the erection of signage, barricades, fences, and the restriction of vehicular and pedestrian traffic. No such action will be taken, however, without Landlord's prior written approval and compliance with any applicable law, regulations and ordinances.

(f) Tenant may use the Non-Exclusive Use Area for all uses that the Landlord allows to be undertaken within such area by the general public.

(g) The Landlord, acting in its governmental capacity, requires a special event permit for any outdoor special event with an expected attendance of 50 or more people. A special event is defined as a planned occurrence which includes an expected gathering of 50 or more people: (i) the primary purpose of which is entertainment; and (ii) to which the public or a substantial portion thereof is invited to attend, either by express invitation or by implication. Tenant will

comply with the special event permitting requirement when using the Leased Premises.

(h) Overnight camping in connection with Tenant's outdoor educational and recreational programs is permitted (subject to Tenant's compliance with Landlord's ordinances related to camping), but no permanent overnight lodging facilities or activities will be conducted by Tenant within the Non-Exclusive Use Area. Except as limited by this subsection (c) Landlord retains the right to use and control the Non-Exclusive Use Area.

(i) During the Term the Landlord and the Tenant may designate a portion or portions of the Non-Exclusive Use Area as being intended for Tenant's exclusive use. Such designation will be accomplished by written amendment to this Lease in accordance with the provision of Section 16.15. In the event of such subsequent designation, such portion(s) of the Non-Exclusive Use Area will thereafter be treated as being part of the Exclusive Use Area, and will be subject to all of the terms, conditions, provisions and limitations of this Lease that are applicable to the Exclusive Use Area.

(j) The Landlord covenants and agrees with the Tenant that it will not use or permit the use of the Non-Exclusive Use Area in a way that will substantially interfere with the Tenant's use of the Exclusive Use Area for the purposes stated in this Lease. Without limiting the generality of the foregoing:

(i) the Landlord will not permit the use of motorized vehicles by the general public in the Non-Exclusive Use Area, but the Landlord may use motorized vehicles to provide maintenance and administrative access with respect to its improvements and facilities constructed in the Non-Exclusive Use Area, as well as to deliver goods, supplies and equipment to be used in connection therewith; and

(ii) the Landlord may construct within the Non-Exclusive Use Area such improvements, including trails, picnic tables, picnic areas, horseshoe pits, fishing piers, public restrooms, and other similar uses as the Landlord may determine, but the Landlord will consult with Tenant with respect to the construction of its improvements within the Non-Exclusive Use Area in order to achieve maximum compatibility of such improvements with Tenant's use of the Non-Exclusive Use Area.

(k) The Tenant will not use the Leased Premises for any other purpose or in a manner that is not authorized by this Section 1.4 without the Landlord's prior written consent.

1.5 Surrender of Leased Premises.

(a) Upon the expiration or earlier termination of this Lease the Tenant will surrender the Leased Premises to the Landlord in good condition, ordinary wear and tear excepted. Not later than the last day of the Term, the Tenant will remove its personal property and fixtures (including, but not limited to, trade fixtures) from the Leased Premises. The cost of such removal will be borne by the Tenant, and the Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of the Tenant's personal property and trade fixtures. All of the Tenant's fixtures (including, but not limited to trade fixtures) that are so

attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at the Landlord's option, become the property of the Landlord upon installation and remain with the Leased Premises upon surrender.

(b) The Landlord may retain or dispose of any personal property, fixtures (including, but not limited to, trade fixtures), alterations, or improvements left remaining by the Tenant at or upon the Leased Premises following the expiration or earlier termination of this Lease, and the Landlord is not accountable to the Tenant for any damages for the loss or destruction thereof, or for any part of the proceeds of sale, if any, realized by the Landlord. The Tenant waives all claims against the Landlord for any damages suffered by the Tenant resulting from the Landlord's retention or disposition of such personal property, fixtures (including, but not limited to, trade fixtures), alterations or improvements. The Tenant is liable to the Landlord for the Landlord's costs for storing, removing and disposing of any such personal property, fixtures (including trade fixtures) or alterations.

1.6 Obligation To Meet and Confer. Throughout the Term the Parties will meet and confer at Landlord's request and at least every ten (10) years for the purpose of determining whether changed circumstances require an amendment to this Lease. The Parties will act reasonably and in good faith to determine if changed circumstances require an amendment to this Lease and, if so, will execute appropriate documentation amending this Lease.

1.7 Governmental Powers of the Landlord. The Tenant acknowledges that throughout the Term the Landlord has, and will continue to have, those governmental rights, powers, and authority provided by applicable law, including, but not limited to, the Breckenridge Town Charter and the ordinances of the Town of Breckenridge, all as amended from time to time. The Tenant further acknowledges that the provisions of this Lease do not limit or restrict such rights, powers, and authority of the Landlord with respect to the Leased Premises when the Landlord is acting in its governmental capacity as a home-rule municipality under Colorado law.

ARTICLE 2 - RENT

2.1 Rent. The total rent to be paid by the Tenant for the full Term is Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged by the Landlord.

2.2 "Additional Rent" Defined. Any amount due to the Landlord from the Tenant under this Lease that is not specifically identified as "Rent" is additional rent.

2.3 Interest On Past Due Amounts. The Tenant will pay interest to the Landlord on any sum due to the Landlord under this Lease that is 30 days or more past due at the rate of 12% per annum from the date due until the date such payment is fully paid.

2.4 Place And Manner Of Payments. All payments due to the Landlord under this Lease will be made to:

Town of Breckenridge Clerk & Finance Division
Attn: Accounts Receivable

P.O. Box 168
Breckenridge, CO 80424

or at such other place as the Town Manager of the Town of Breckenridge ("Town Manager") may hereafter designate by written notice provided to the Tenant in accordance with Section 16.2 of this Lease. All sums will be made in legal tender of the United States. Any check given to the Landlord will be received subject to collection, and the Tenant agrees to pay any charges, fees or costs incurred by the Landlord for the collection, including reasonable attorney's fees.

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

ARTICLE 3 - LANDLORD'S DISCLAIMERS AND EXCULPATORY PROVISIONS

3.1 "As Is" Condition of Leased Premises. The Tenant acknowledges the Leased Premises are leased "AS IS," "WHERE IS" and "WITH ALL FAULTS", and the Landlord does not warrant or make any representation, express or implied, relating to the MERCHANTABILITY, quantity, quality, condition, suitability or FITNESS FOR ANY PURPOSE WHATSOEVER of the Leased Premises or any portion thereof. Except as expressly provided in this Lease, the Landlord has no liability whatsoever to undertake any repairs, alterations, removal, remedial actions, or other work of any kind with respect to any portion of the Leased Premises, or any portion thereof.

3.2 Landlord's Non-liability. As a material part of the consideration to be received by the Landlord under this Lease, the Tenant assumes all risk of damage to property or injury to persons in or upon the Exclusive Use Area from any cause other than the Landlord's gross negligence or intentional act, and the Tenant waives all claims in respect thereof against the Landlord.

3.3 Limitation of Remedies. The Landlord is not liable for any indirect, special, or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption, or any similar claim arising from the Landlord's breach of this Lease, even if the Landlord has been advised of the possibility of such damages. This limitation applies notwithstanding the failure of an essential purpose of any limited remedy.

ARTICLE 4 - TENANT'S AFFIRMATIVE OBLIGATIONS

4.1 Tenant Liable For Costs to Prepare Leased Premises For Use By the Tenant. The Tenant is solely responsible for all work required to be done, and costs incurred in connection with, the preparation of the Leased Premises for the Tenant's use.

4.2 Taxes.

(a) As used in this Section, the term "Taxes" means all personal property and real property taxes levied, assessed or imposed by any taxing authority arising out of the Tenant's occupancy and use of the Leased Premises pursuant to this Lease.

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

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

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

4.3 Compliance With Laws. The Tenant, at its sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises, as amended from time to time throughout the Term. A judgment of any court or the admission of the Tenant in any action or proceeding against the Tenant, whether the Landlord is a party thereto or not, that the Tenant has violated any law, ordinance, requirement or order in the use of the Leased Premises will be conclusive of the fact as between the Landlord and the Tenant.

4.4 Non-Discrimination. The Tenant:

(a) will not discriminate against any employee or applicant for employment to work

at the Leased Premises because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;

(b) will ensure that applicants who are to work at the Leased Premises are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability;

(c) will in all solicitations or advertisements for employees to be engaged in the performance of work at the Leased Premises state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national original or disability; and

(d) will comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, the Tenant will comply with the applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency.

(e) The indemnification and termination provisions of this Lease apply to the Tenant's failure to comply with all applicable laws or regulations.

4.5 Tenant To Pay Certain Charges. In addition to the payment of Taxes as required by Section 4.2, the Tenant covenants and agrees to pay, or cause to be paid, before any fine, penalty, interest or cost may be added thereto, all governmental charges that are levied, assessed, imposed, or that could become a lien upon the Leased Premises.

ARTICLE 5 - TENANT'S NEGATIVE OBLIGATIONS

5.1 Improvements.

(a) As used in this Article 5, "Improvement" means any physical improvement made, or proposed to be made, to the Leased Premises (including, without limitation, the Buildings).

(b) Landlord and Tenant acknowledge that Tenant, acting under a prior lease with the Landlord, has caused certain Improvements to be located upon the Exclusive Use Area. Tenant may continue to maintain and repair such Improvements throughout the Term without further approval from Landlord, unless such Improvements are proposed to be enlarged or otherwise modified, in which event the approval process set forth in subsection (c) will apply.

(c) No additional Improvement may be made by the Tenant except under the following conditions:

(i) No Improvement may be undertaken until the Tenant has obtained approval of plans and specifications for such Improvement from the Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). In connection therewith, the Landlord has the right to review and approve a proposed

Improvement in its sole and absolute discretion.

(ii) The Tenant must also obtain a "Development Permit" from the Landlord, acting in the Landlord's governmental capacity.

(iii) An Improvement must be constructed under the supervision of an architect or engineer licensed in the State of Colorado, selected and paid by the Tenant.

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

(v) The construction of an approved Improvement must be prosecuted with reasonable dispatch, subject to delays caused by Force Majeure Events (see Section 16.12), before any work begins. The Tenant must procure or cause the contractor for the work to procure insurance in accordance with Article 7 of this Lease, including worker's compensation insurance covering all persons employed in connection with the work.

5.2 Title to Improvements/Reversion. Upon completion, Tenant shall be the owner of all Tenant Improvements (which includes any Improvements and Buildings subsequently approved and erected within the Exclusive Use Area during the Term). On the expiration or earlier termination of this Lease, the Tenant Improvements (together with any alterations made to same from time to time), all fixtures incorporated in the Leased Premises owned by Tenant, and Tenant's property located in, on, or at the Leased Premises or otherwise constituting part of the Leased Premises shall be quit claimed to Landlord, in such form and delivery as reasonably requested by Landlord, subject to the Voluntary Termination provision set forth in Section 10.2 below. Notwithstanding the provisions of this paragraph, the machinery and equipment of Tenant, other than that which is affixed to the Leased Premises so that it cannot be removed without damage to the Leased Premises, shall remain the property of Tenant and may be removed within thirty (30) days after the expiration or sooner termination of this Lease, unless otherwise agreed to by the Parties in accordance with Section 7.4 below or under terms established by mutual agreement in writing by the Parties.

5.3 Tenant's Improvements In Exclusive Use Area Not To Be Removed Without Landlord's Consent. The Tenant's Improvements located within the Exclusive Use Area may not be removed during the Term without the prior written consent of the Landlord. Any unauthorized removal of such Improvements will constitute a default under this Lease.

5.4 Landscaping. No landscaping may be installed by the Tenant at the Leased Premises without the Landlord's prior written consent. Once installed, all landscaping will be maintained by the Tenant in accordance with the approved landscaping plan for the Leased Premises.

5.5 Subletting and Assignment. The Tenant may not sublet, assign, or transfer any of its rights under this Lease without the prior written consent of the Landlord (but such provision does not prohibit the Tenant's use of the Leased Premises for those allowed uses described in Section 1.4). If the Tenant attempts to make any assignment or subletting without the requisite consent

of the Landlord, or attempts to grant a license to use the Leased Premises, such assignment, subletting, or license will be void and a default of this Lease. Any consent by the Landlord to any assignment of this Lease or any consent by the Landlord to any sublease or license of the Leased Premises will not be a waiver by the Landlord of the provisions of this Section as to subsequent transactions of the same or similar nature. In the event of any permitted assignment, sublease, or license, the Landlord may, but is not required to, release the Tenant from its obligations hereunder for the remainder of the Term. If the Landlord consents to an assignment, sublease, or license the Tenant may be required, as a condition of granting consent, to pay the Landlord's reasonable costs incurred in considering the proposed assignment, sublease, or license including, but not limited to, legal fees and credit checks.

5.6 Assignment By Operation of Law. Neither this Lease nor any interest in this Lease is assignable or transferable by operation of law including if any of the following events occur:

- (a) any proceeding under the Bankruptcy Code, or any amendment thereto, is commenced by or against the Tenant;
- (b) the Tenant is adjudged insolvent;
- (c) the Tenant makes an assignment for the benefit of creditors;
- (d) a post-judgment writ of attachment or execution is levied on the leasehold estate created by this Lease and not released or satisfied within 30 days thereafter; or
- (e) a receiver is appointed for the Tenant with authority to take possession or control of the Leased Premises or the business conducted therein by the Tenant, then this Lease, at the option of the Landlord, will immediately terminate and will not be treated as an asset of the Tenant.

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

5.8 Mechanic's Liens.

(a) In connection with the construction of any Improvements, the Tenant will cause the payment of all proper and valid invoices and charges of all contractors, subcontractors, suppliers, materialmen and similar parties who furnish services or materials in connection with the construction process. In the event any person ever records a mechanic's lien to enforce any claim for services or materials alleged to have been provided in connection with the Leased Premises, the Tenant will cause the same to be released of record within 60 days after the recordation thereof, and the Tenant will be liable to satisfy and cause a discharge of any such mechanic's lien claim. Notwithstanding the foregoing, the Tenant may contest any such mechanic's lien claim, provided that the Tenant conducts such contest in a timely manner and with due diligence, and that the Tenant provides the Landlord with such security in connection therewith as the Landlord may reasonably require. In connection with any such contest, the Landlord may join and participate in any such contest, at the Tenant's expense (with

participation to include, without limitation, the execution and filing of pleadings and the provision and gathering of testimony and other evidence). In the event the Tenant loses any such contest, with all further rights of appeal having expired, the Tenant must satisfy the mechanic's lien claim in full prior to any foreclosure sale or other disposition of the Leased Premises which is made for the purpose of satisfying the claim.

(b) Prior to commencement of construction of any Improvements, the Tenant will deliver notices to all contractors and subcontractors and post notices in accordance with Section 38-22-105, C.R.S. (as it may be amended or in accordance with similar statutes that may be substituted therefor in the future), in locations that will be visible by parties performing any work, which notices will state that the Landlord is not responsible for the payment of such work and setting forth such other information as may be reasonably required pursuant to such statutory provisions.

ARTICLE 6 - UTILITIES, TRASH REMOVAL AND MAINTENANCE

6.1 Utilities. The Tenant will pay or cause to be paid, before any notice of delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone, internet, or any other communications services, sewer service, trash removal, and any other utilities charged or attributable to Tenant's use of the Exclusive Use Area, and all other charges for services or utilities of any kind or nature used in, upon, or about the Exclusive Use Area by the Tenant, including the cost of installing or moving meters for such utility charges. Notwithstanding the foregoing, the Tenant may contest any such charges so long as the Tenant diligently prosecutes the same pursuant to appropriate legal proceedings. If any such charge leads to a mechanic's or other lien claim against the Leased Premises, such contest will also be conducted in conformity with the standards hereof for contesting mechanic's lien claims. The Tenant will contract for all required utility services in its sole name.

6.2 Maintenance.

(a) Throughout the Term the Tenant will, at its expense, keep, operate, and maintain those Improvements constructed by Tenant (including, without limitation, all buildings, trails, fences, and exercise, training or programming apparatus) located on the Leased Premises in good order, condition and repair.

(b) Tenant will, at its expense, provide all required maintenance for all of the Buildings located on the Leased Premises, including, but not limited to, the Griffith Lodge.

(c) The Landlord will provide whatever maintenance it determines (in its sole and absolute discretion) to be required with respect to the public roads or trails located on the Leased Premises.

(d) Any improvements constructed on the Leased Premises by both the Landlord and the Tenant will be jointly maintained by the Parties in the absence of any agreement to the contrary.

(e) The Landlord will maintain the reservoir, the water located therein, and the dam located in the Non-Exclusive Use Area.

6.3 Snow Removal; Access. Tenant.

(a) Snow removal within the Exclusive Use Area is the sole responsibility of the Tenant.

(b) Snow removal on the public access road (identified on **Exhibit B**) is the sole responsibility of the Tenant.

6.4 Painting/Staining. The Tenant is responsible for any desired or required painting or staining of the Buildings. Painting or staining is an "Improvement", and the procedures and requirements of Section 5.1 will apply to the painting of the Building; provided, however, that subsection Section 5.1 (c)(iii) (requiring all Improvements to be constructed under the supervision of an architect or engineer) does not apply to the painting or staining of the Buildings.

6.5 Inspection And Entry. The Landlord and the Landlord's authorized representatives may enter the Leased Premises at all times during reasonable hours to inspect the Leased Premises. The Tenant further agrees that the Landlord may go upon the Leased Premises at all times and:

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

b) post any notice provided for by law; or

c) otherwise protect any and all rights of the Landlord, all without any liability to the Tenant for damages or any abatement of rent.

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

6.6 Parking. Tenant may utilize the existing parking areas in the Exclusive Use Area. Any additions or improvements to the parking areas will be the Tenant's responsibility and must be approved in advance by the Landlord.

ARTICLE 7 - INSURANCE

7.1 Tenant's Liability Insurance. Throughout the Term the Tenant will, at its expense,

continuously maintain commercial general liability insurance covering Tenant's use of both the Exclusive Use Area and the Non-Exclusive Use Area with minimum combined single limits of not less than \$1,000,000. The Tenant's liability insurance policy will be endorsed to include the Landlord as an additional insured.

7.2 Worker's Compensation Insurance. Throughout the Term the Tenant will, at its expense, continuously maintain worker's compensation insurance as required by Colorado law insuring the payment of compensation to all its employees engaged in the performance of work at the Leased Premises.

7.3 Additional Insurance Provisions. Every insurance policy required by this Article 7 to be provided by the Tenant will be primary insurance, and any insurance carried by the Landlord, its officers, or its employees, or carried by or provided through any insurance pool of which the Landlord is a member, will be excess and not contributory insurance to that provided by the Tenant. The Tenant is solely responsible for any deductible losses under its required insurance policies.

7.4 Insurance Criteria. Insurance policies required by this Lease will:

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

(b) provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the Landlord.

7.5 Evidence of Insurance. Prior to the commencement of this Lease, and on each subsequent renewal or replacement of the required insurance policies, the Tenant must provide to the Landlord a certificate of insurance and additional insured endorsement evidencing compliance with the requirements of this Section. All required insurance policies will be renewed or replaced and maintained by the Tenant throughout the Term to assure continuous coverage. If the Tenant fails to give the required insurance certificate within thirty (30) days after notice or demand for it, such action will constitute a default under this Lease, and the Landlord may then proceed as provided in Article 10 of this Lease, and/or the Landlord may obtain and pay for that insurance and receive reimbursement from the Tenant, together with interest thereon at the rate of 12% per annum.

7.6 Building Insurance. Throughout the Term the Tenant will, at its expense, keep the Buildings insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount to be determined from time to time. Landlord has no interest in the proceeds of Tenant's Building insurance.

ARTICLE 8 - INDEMNIFICATION

8.1 Indemnification By Tenant. The Tenant will indemnify and defend the Landlord, its

officers, employees, insurers, and self-insurance pool from 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, arising out of or in any manner connected with: (i) the Tenant's use or possession of the Exclusive Use Area; (ii) the use of the Non-Exclusive Use Area by the Tenant, its agents, employees, guests, or invitees (including, without limitation, those persons participating in Tenant's organized activities); or (iii) Tenant's breach of this Lease, except to the extent that such liability, claim, or demand arises through the gross negligence or intentional wrongful act of the Landlord, its officers, employees, or agents, or the Landlord's breach of this Lease. If indemnification is required under this Section, the Tenant will investigate, handle, respond to, provide defense for and defend against, any such liability, claims, or demands at its expense, and bear all other costs and expenses related thereto, including court costs and attorney fees.

8.2 Survival. All indemnity obligations provided for in this Lease will survive the expiration or termination of this Lease, and will be fully enforceable thereafter.

ARTICLE 9 - EMINENT DOMAIN

9.1 Eminent Domain.

(a) The terms "eminent domain," "condemnation", and "taken" and related terms as used in this Section include any taking for public or quasi-public use and private purchases in lieu of condemnation by any authority authorized by applicable law to exercise the power of eminent domain.

(b) If the entire Leased Premises are taken by eminent domain, this Lease will automatically end on the earlier of:

- (i) the date title vests; or
- (ii) the date the Tenant is dispossessed by the condemning authority.

(c) If the taking of a part of the Leased Premises materially interferes with the Tenant's ability to continue its business operations in substantially the same manner then the Tenant may terminate this Lease on the earlier of:

- (i) the date when title vests;
- (ii) the date the Tenant is dispossessed by the condemning authority; or
- (iii) 60 days following notice to the Tenant of the date when vesting or dispossession is to occur.

(d) Any compensation or damages paid by a condemning authority will be divided between the Landlord and the Tenant as follows:

- (i) the Tenant is entitled to that portion of the compensation or damages that represents the amount of the Tenant's moving expenses, business dislocation damages, the Tenant's personal property and fixtures, costs associated with securing commensurate replacement employee housing, administrative offices, programming areas, garage space and gear storage, and the fair market value of Tenant Improvements paid for by the Tenant; and
- (ii) the balance of such compensation or damages belongs to the Landlord.

ARTICLE 10 – DEFAULT/TERMINATION AND OTHER REMEDIES

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

- (a) The vacating or abandonment of the Leased Premises by the Tenant.
- (b) The failure by the Tenant to make any payment of rent, additional rent, or any other payment required to be made by the Tenant hereunder, as and when due, when such failure continues for a period of ten (10) days after service of written notice thereof by the Landlord to the Tenant.
- (c) The failure by the Tenant to observe or perform any of the other covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, or to obey rules promulgated by the Landlord, within thirty (30) days after service of written notice thereof by the Landlord to the Tenant. In the event of a non-monetary default that is not capable of being corrected within thirty (30) days, the Tenant will not be default if it commences correcting the default within thirty (30) days of service of a demand for compliance notice and thereafter corrects the default with due diligence.
- (d) The failure by the Tenant to substantially satisfy its Mission, subject to the following:
 - (i) In the event Landlord reasonably determines Tenant is not substantially satisfying its Mission, or if Landlord determines Tenant's operations and programming have substantially deviated from the Mission set forth above, Landlord shall provide Tenant with written notice providing a written description of such deviation and Tenant shall have 90 days to provide landlord with a plan outlining the efforts Tenant will pursue in order to satisfy its Mission or otherwise amend its operations and programming.
 - (ii) Upon receiving Tenant's plan, Landlord shall not unreasonably withhold its approval.
 - (iii) The Tenant will not be in default if it commences correcting such default within ninety (90) days of service of Landlord's written notice, subject to input and cooperation from Landlord.

(e) The making by the Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Tenant of a petition to have the Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or a receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of the Tenant's interest in this Lease.

10.2 Voluntary Termination. If Tenant voluntarily terminates this Lease during the initial fifty (50) years of the Lease Term, the Parties agree that Landlord shall pay fair market value, established at the time of termination under this Section 10.2, or the amount that was paid for the initial construction of the Tenant Improvements, whichever amount is lesser. If Tenant voluntarily terminates this Lease any time during year 51 through 60 of the Lease Term, the Parties agree that Landlord shall pay fair market value, established at the time of termination under this Section 10.2, or the amount that was paid for the initial construction of the Tenant Improvements, whichever amount is the lesser (the "Established Amount"); provided, however, that the Established Amount shall be reduced by 10% for each year from year 51 through year 60. In the event Tenant voluntarily terminates the Lease in any years after year 60 of the Lease Term, the Parties agree that Landlord shall not pay any amount for the Tenant Improvements.

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

10.4 Default By Landlord. The Landlord will be in default under this Lease if the Landlord fails to comply with any of the terms, provisions, or covenants of this Lease within ten (10) days following service of written notice thereof by the Tenant. In the event of a non-monetary default that is not capable of being corrected within ten (10) days, the Landlord will not be default if the Landlord commences correcting the default within ten (10) days of receipt of notification thereof and thereafter corrects the default with due diligence.

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

ARTICLE 11 -NONDISTURBANCE

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

ARTICLE 12 -LANDLORD'S RULES

12.1 Rules. The Tenant will faithfully observe and comply with any rules and regulations promulgated by the Landlord with respect to the Leased Premises. The Landlord's rules and regulations must be reasonable, and may not unilaterally change or significantly alter the material terms and conditions of this Lease, nor shall they impede Tenant's ability to carry out its

Mission. The rules and regulations, and any amendments thereto, will be binding upon the Tenant upon delivery to the Tenant.

ARTICLE 13 - HAZARDOUS MATERIALS

13.1 Hazardous Materials - Defined. As used in this Section, the term "Hazardous Materials" means any chemical, material, substance or waste:

- (i) exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority, or other governmental authority of any nature; or
- (ii) that, even if not so regulated, may or could pose a hazard to the health or safety of the occupants of the Leased Premises including, without limitation, any petroleum, crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations, and precautions.

13.2 Hazardous Materials - Prohibited. The Tenant will full comply with all statutes, laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any federal, state, local, or other governmental agency with respect to the use, generation, storage, or disposal of Hazardous Materials. The Tenant will not cause, or allow anyone else to cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the Leased Premises without the prior written consent of the Landlord, which consent may be revoked at any time. The Tenant's indemnification of the Landlord pursuant to this Lease extends to all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials at the Leased Premises by the Tenant, or any person claiming under the Tenant, including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage, or disposal of Hazardous Materials by the Tenant or any person claiming under the Tenant; provided, however, the written consent by the Landlord to the use, generation, storage, or disposal of Hazardous Materials will excuse the Tenant from the Tenant's obligation of indemnification. In the event the Tenant is in breach of the covenants herein, after notice to the Tenant and the expiration of the earlier of:

- (a) the cure period provided in Section 10.1(c);
- (b) the cure period permitted under applicable law, regulation, or order, then the Landlord may, in its sole discretion, declare a default under this Lease and/or cause the Leased Premises to be freed from the Hazardous Material and the cost thereof will be deemed additional rent hereunder and will immediately be due and payable from the Tenant. The obligations of the Tenant under this Section 13.2 will survive the expiration or termination of this Lease.

ARTICLE 14 - RIGHT OF FIRST REFUSAL

14.1 Right of First Refusal. If, at any time during the Term, the Landlord receives an offer for the purchase of the Leased Premises the Landlord agrees not to accept such offer or make any contract of sale with respect to the Leased Premises without first giving the Tenant the right to acquire the Leased Premises upon the same terms and conditions contained in such offer of purchase. The Landlord agrees to give to the Tenant written notice of the terms and conditions of such offer in the manner provided in Section 16.2. If the Tenant fails to enter into a bona fide contract upon the same terms and conditions as those proposed to the Landlord by the prospective purchaser within ninety (90) days after the giving of such notice, then the Landlord has the right, and will be at liberty, to sell the Leased Premises to the party making the offer. If, for any reason, the Leased Premises are not sold to such party, notice of any subsequent bona fide offer, acceptable to the Landlord, will be given to the Tenant upon the same terms and conditions for acceptance or rejection as described above. If the Tenant does not exercise its right of first refusal pursuant to this Section 14.1 and the Leased Premises are sold by the Landlord, the option to purchase set forth in this Section 14.1 will automatically terminate and be of no further force and effect.

ARTICLE 15 - DAMAGE OR DESTRUCTION OF TENANT'S IMPROVEMENTS

15.1 Damage or Destruction of Buildings.

- (a) If any of the Buildings are damaged in whole or in part from any cause, and:
 - (i) the Buildings can be substantially repaired and restored within one year from the date of the damage using standard working methods and procedures, and
 - (ii) the damage is covered by Tenant's building insurance as described in Section 7.6, then Tenant shall, at its expense, promptly and diligently repair and restore the Buildings to substantially the same condition as existed before the damage. The repair and restoration shall be made within one year from the date of the damage unless the delay is due to causes beyond the Tenant's reasonable control.

- (b) If the Buildings cannot be repaired and restored within one year from the date of the damage, if the damage is not covered by Tenant's Building insurance as described in Section 7.6, if Tenant determines restoring the Buildings to their previous condition does not serve Tenant's Mission, or if Tenant has an alternative proposal to repair or restore the Buildings that better serves Tenant's Mission, then the Parties shall work together in good faith to determine a more appropriate approach to repairing or restoring such damaged Buildings.

ARTICLE 16 - MISCELLANEOUS

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

including expert witness' fees, incurred in the prosecution or defense of such action.

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

If intended for the Landlord to:

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

If intended for the Tenant, to:

Breckenridge Outdoor Education Center
P.O. Box 697
Attn: Executive Director
Breckenridge, CO 80424
Telephone number: (970) 453-6422

Any notice delivered by mail in accordance with this Section will be effective on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either Party, by notice given as above, may change the address to which future notices may be sent.

16.3 Incorporation of Exhibits. All exhibits referenced in this Lease are incorporated into this Lease by reference.

16.4 Additional Instruments. The Parties will deliver or caused to be delivered upon request such additional documents and instruments as may be required to accomplish the intent of this Lease.

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

16.6 Time of the Essence. Time is of the essence under this Lease for the performance and observance of all obligations of the Landlord and the Tenant hereunder, and all provisions of this Lease are to be strictly construed.

16.7 Severability. If any provision of this Lease is held invalid or unenforceable, the remainder of this Lease will not be affected thereby, it being the intent of the Parties that the provisions of this Lease will be enforceable to the fullest extent permitted by law. There will be substituted for any invalid or unenforceable provision a valid and enforceable provision as similar as possible to the invalid provision.

16.8 Brokerage Commission. The Landlord and the Tenant mutually warrant and represent to one another that neither of them has incurred any liability arising by, through, or under that Party for the payment of any brokerage fee or commission in connection with the transaction contemplated herein. If either of the Parties breaches the foregoing warranty and representation, it will be liable to the other Party for any damage, liability, loss, claim or expense, including attorneys' fees, suffered by the other Party as a result of such breach. The liable Party will pay to the other Party such sums as are due and owing pursuant to the foregoing within 30 days after demand by the other Party.

16.9 Authority. The person signing this Lease for the Landlord represents and warrants to the Tenant that the Landlord has all inherent legal power and authority requisite to entering into this Lease; has taken all action necessary to authorize the execution of this Lease and to perform and satisfy the transactions and obligations contained herein; and has duly authorized the signatory to execute and deliver this Lease on behalf of the Landlord. The person signing this Lease for the Tenant represents and warrants to the Landlord that the Tenant has all inherent legal power and authority requisite to entering into this Lease; has taken all actions necessary to authorize the execution and delivery of this Lease and to perform and satisfy the transactions and obligations contained herein; and has duly authorized the signatory to execute and deliver this Lease on behalf of the Tenant.

16.10 Force Majeure Events. Except to the extent otherwise expressly provided by this Lease, if either the Landlord or the Tenant is delayed in the performance of any act required under this Lease by reason of strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, pandemic, acts of superior governmental authority, weather conditions, floods, riots, rebellion, terrorism, sabotage, or any other circumstance for which such Party is not responsible or that is not in its power to control, the time for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding any indications to the contrary contained in the foregoing, Force Majeure Events do not include: (a) any financial incapacities or burdens suffered by either Party; (b) the effect of laws and regulations or the application and enforcement of the same by any governmental entity, or (c) a failure of timely performance by an agent or contractor of either Party. The application of Force Majeure Events is subject to the express limitations thereon contained in the other provisions of this Lease.

16.11 Recording. A fully signed copy of this Lease shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

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

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

16.14 Amendment. This Lease may not be modified except by a written amendment signed by both the Landlord and the Tenant. Oral modifications of this Lease are not permitted.

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

16.16 Advances By the Landlord For the Tenant. If the Tenant fails to do anything required to be done by it under the terms of this Lease (other than a failure to make the payments to the Landlord herein required) the Landlord may, at its sole option, but without any obligation to do so, do or perform such act or thing on behalf of the Tenant, and in doing so the Landlord will not be deemed to be a volunteer; provided, however, that before exercising its rights under this Section the Landlord must give notice to the Tenant as provided in Section 16.2, and afford the Tenant not less than ten (10) days from the giving of such notice within which to do or perform the act required by the Tenant. Upon notification to the Tenant of the costs incurred by the Landlord the Tenant will promptly pay to the Landlord the full amount of costs and/or expenses incurred by the Landlord pursuant to this Section, together with interest thereon at the rate of 12% per annum.

16.17 Governmental Immunity. In entering into this Lease the Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (Part I of Article 10 of Title 24, C.R.S.), as from time to time amended, or any other limitation, right, immunity or protection otherwise available to the Landlord, its officers, or its employees.

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

16.19 Landlord's Consent. Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires the Landlord's prior consent, such consent will not be unreasonably withheld by the Landlord.

16.20 Third Parties. There are no third-party beneficiaries of this Lease.

16.21 Governing Laws; Venue; Waiver of Jury Trial. The laws of the State of Colorado will govern the interpretation, validity, performance, and enforcement of this Lease. Any litigation brought to interpret or enforce this Lease will be commenced in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET, OR CONSTRUE THIS AGREEMENT.

16.22 No Partnership. The Landlord is not a partner, associate, or joint venturer of the Tenant

in the conduct of the Tenant's business at the Leased Premises. The Tenant is an independent contractor without the right or authority to impose tort or contractual liability upon the Landlord.

16.23 Annual Appropriation. Notwithstanding anything herein contained to the contrary, the Landlord's financial obligations under this Lease are subject to an annual appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an amount sufficient to allow the Landlord to perform its obligations hereunder. If sufficient funds are not appropriated, this Lease may be terminated by either Party without penalty; provided, however, such appropriation shall not be unreasonably withheld by Landlord and it shall be a condition precedent to such termination that Tenant shall be afforded ninety (90) days to procure such an appropriation on Landlord's behalf. The Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

16.24. ADA Compliance and Responsibilities.

Both the Landlord (representing the Title II entity, Town of Breckenridge) and the Tenant (a Title III entity) affirmatively acknowledge and comprehend their distinct obligations under the Americans with Disabilities Act (ADA).

The Landlord, as a public entity under Title II, provides the Premises under the fundamental principles of accessibility and nondiscrimination. The Tenant, as a Title III entity, understands that their occupation and use of the Premises entail specific responsibilities to ensure public accommodations are in full compliance with the ADA.

The Tenant acknowledges that adapting or modifying the leased space might be necessary to ensure full ADA compliance suitable for their specific operations. The Tenant will be solely responsible for ensuring their use of the Premises adheres to all relevant ADA provisions associated with Title III mandates. This may include but is not limited to, accessible entrances, paths of travel, restroom accessibility, and other necessary modifications in alignment with their commercial or public service operations.

If modifications or improvements to the Premises are required for comprehensive ADA compliance, the Tenant commits to act promptly and bear all associated costs. The Landlord disclaims any representation or warranty as to the Premises' existing condition concerning specific Title III ADA compliance but assures baseline accessibility as per Title II mandates.

Furthermore, the Tenant shall indemnify, defend, and hold the Landlord harmless against any liabilities, claims, damages, penalties, or associated costs that arise from the Tenant's failure to uphold ADA Title III compliance during the lease term.

Both parties underscore the significance of fostering an inclusive and accessible environment and pledge a cooperative effort to ensure the principles and requirements of the ADA are upheld in their entirety.

16.25. Binding Effect. This Lease extends to and is binding upon the successors and permitted

assigns of the respective Parties. The terms, covenants, agreements, and conditions in this Lease will be construed as covenants running with the Leased Premises.

16.26. Approval By Ordinance. The execution of this Lease was authorized by Ordinance No. ____, Series 2023, adopted by the Town Council of the Town of Breckenridge on _____, 2023.

[INSERT SIGNATURE BLOCKS HERE]

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

A parcel of land located in Section 1 T.7S., Range 73W., situated in the County of Summit, State of Colorado known as the F & D Placer M.S. 16786 and more particularly described as follows:

Beginning at corner number 1 of said F & D Placer to which the N. W. corner of section 6 T.7S., R77W., bears N 60° 18' 00" E, 2129 ft., said corner number 1 being in fact the True Point of Beginning:

Thence S, 20° 28' E a distance of 1227 feet to corner No. 2 of said F & D Placer;

Thence S 69° 32' W a distance of 1356.4 feet to corner No. 3 of said F & D Placer;

Thence N 20° 26' W a distance of 1241.5 feet to corner No. 4 of said F & D Placer;

Thence N 70° 09' E a distance of 1355.8 ft. to corner No. 1 of said F & D Placer being the True Point of Beginning.

The above-described parcel of land contains 38.425 acres more or less.

EXHIBIT "B"

DEPICTION OF EXCLUSIVE USE AREA AND NON-EXCLUSIVE USE AREA

EXHIBIT "C"

TENANT'S "MISSION"

The mission of the Breckenridge Outdoor Education Center is to expand the potential of people with disabilities and special needs through meaningful, educational and inspiring outdoor experiences.



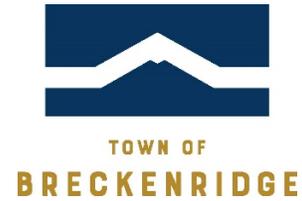
Exhibit B-1
Exclusive Use Area

- Exclusive Use Area
- Future Public Trail- Approximate Alignment



Exhibit B-2
 Non-Exclusive Use Area

- Non-Exclusive Use Area
- Future Public Trail- Approximate Alignment



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Kirsten Crawford, Town Attorney
Date: 9/20/2023 (for 9/26/23 Town Council meeting)
Subject: BOEC Wellington Road Lease Renewal (First Reading)

Summary

The Breckenridge Outdoor Education Center (BOEC) has requested a lease renewal for the use of the Town-owned property and buildings at 524 Wellington Road, also known as the BOEC Administrative offices and associated buildings. As part of the renewal, the BOEC has asked to extend the lease for a 75-year period. Staff supports passage of the revised BOEC lease for the Wellington Road property on first reading.

Background

The Town has long supported the BOEC in its mission to “expand the potential of people with disabilities and special needs through meaningful, educational and inspiring outdoor experiences.” A portion of the Town’s support has been provided in the form of a long-term lease (25 years) for the Wellington Road property which includes the BOEC Administrative offices, employee housing, garage, and gear storage, as well as parking areas and a small storage shed. Expressly excluded from the leased premises are the Head-End Property, IT Building, and a portion of the Wellington Trail.

At the November 22, 2022 Town Council work session, the BOEC presented its request to extend the term of the Wellington Road lease to include a 75-year term. Town Council supported BOEC’s request and directed staff to prepare revisions to the lease and emphasized the following:

- The Town should retain the authority to terminate the lease within the 75-year term if the BOEC ceases to operate as a mission-based organization, and
- The BOEC is granted an opportunity to cure any default related to the mission-based use.
- The Town has authority to review the use of the Leased Premises at any time and at least every 10 years.
- The Town retains access for the public to the existing trail access.

Staff have worked closely with the BOEC to revise the Wellington lease agreement to merge the BOEC’s requests and Council direction. Attached is the resulting lease for Council’s review as well as an attached ordinance approval at first reading. Staff support Council’s approval of the revised Wellington Road property lease at first reading and will be available at the work session to address any questions.

1 COUNCIL BILL NO. ____

2
3 Series 2023

4
5 **A BILL FOR AN ORDINANCE APPROVING THE WELLINGTON LEASE**
6 **BETWEEN THE TOWN OF BRECKENRIDGE AND THE BRECKENRIDGE**
7 **OUTDOOR EDUCATION CENTER.**
8

9 **(A portion of the real property located at 524 Wellington Road,**
10 **Breckenridge, Colorado and a building)**

11
12 WHEREAS, the Town of Breckenridge owns the real property at 524 Wellington Road in
13 Breckenridge, Colorado; and

14 WHEREAS, the Town Council has agreed to renew its long-term lease for the property
15 at 524 Wellington Road with the Breckenridge Outdoor Education Center, a Colorado non-profit
16 corporation (“BOEC”); and

17 WHEREAS, a proposed Lease has been prepared by the Town Attorney and reviewed
18 by the Town Council; and

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

20
21 The council may lease, for such time as council shall determine, any real or
22 personal property to or from any person, firm, corporation, public and private,
23 governmental or otherwise.

24
25 and;

26
27 WHEREAS, the term of the proposed Lease with the BOEC exceeds one year in length;
28 and

29
30 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
31 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

32
33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO:

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Town Attorney

AMENDED AND RESTATED LEASE

BETWEEN

TOWN OF BRECKENRIDGE,
a Colorado municipal corporation
("the Landlord")

and

BRECKENRIDGE OUTDOOR EDUCATION CENTER,
a Colorado non-profit corporation
("the Tenant")

WELLINGTON LEASE

THIS WELLINGTON LEASE ("Lease") is dated _____, 2023, and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("the **Landlord**") and BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado non-profit corporation ("the **Tenant**" or "**BOEC**"). The Landlord and the Tenant are sometimes individually referred to in this Lease as a "**Party**", and are collectively referred to in this Lease as the "**Parties**."

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1 Leased Premises. In consideration of the Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of the Tenant by this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, for the term and upon the conditions of this Lease, a portion of the real property located at 524 Wellington Road, Breckenridge, Colorado ("Property"), the leased portion of which is further described on the attached **Exhibit "A"** ("**Leased Premises**"). The Leased Premises includes a building that houses the administrative offices of the BOEC, employee housing, garage, and gear storage areas, which is referred to in this Lease as the "Building", as well as parking areas and a small storage shed. Expressly excluded from the Leased Premises are the Head-End Property and the IT Building, which remain the Landlord's obligations, and are described and depicted on the attached **Exhibit "B"**, as well as a public trail presently referred to as the "Wellington Trail" located on the easternmost portion of the Leased Premises, which shall also remain the Landlord's obligation.

1.2 Use Of Leased Premises. The Tenant will use the Leased Premises only for:

- (a) the operation of its administrative and program offices;
- (b) maintenance, restoration, or repair of the Building and all other improvements currently located within the Leased Premises;
- (c) storage and maintenance of the Tenant's equipment and vehicles;
- (d) "outfitting" associated with the Tenant's programs;
- (e) ancillary administrative functions, such as staff meetings and training, Board of Director meetings, instructional classes, social functions, and other administrative activities related to the carrying out of the Tenant's Mission;
- (f) overnight lodging associated with the residences located on the top floor of the Building; and
- (g) subletting to other non-profit organizations serving, at least in part, the Breckenridge or greater Summit County community.

The Tenant will not use the Leased Premises for any other purpose without the Landlord's prior

written consent. Tenant's failure to comply with section 1.2 shall constitute a default under Article 10.

1.3 Term. Subject to earlier termination as hereafter provided, the term of this Lease ("**Term**") will be for a period of seventy-five (75) years, commencing November 15, 2023 and terminating November 14, 2098. Nothing in this Lease permits the Tenant to use or occupy the Leased Premises after the expiration of the Term or any earlier termination of this Lease. If the Tenant continues to occupy the Leased Premises after such expiration or termination, such occupancy will (unless the Parties otherwise agree in writing) be an extension of this Lease on a month-to-month basis only, and such occupancy will be subject to all of the terms and conditions of this Lease.

1.4 Surrender of Leased Premises.

(a) Upon the expiration or earlier termination of this Lease the Tenant will surrender the Leased Premises to the Landlord in good condition, ordinary wear and tear excepted. Not later than the last day of the Term, the Tenant will remove its personal property and fixtures (including, but not limited to, trade fixtures) from the Leased Premises. The cost of such removal will be borne by the Tenant, and the Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of the Tenant's personal property and trade fixtures. All of the Tenant's fixtures (including, but not limited to trade fixtures) that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at the Landlord's option, become the property of the Landlord upon installation and remain with the Leased Premises upon surrender.

(b) The Landlord may retain or dispose of any personal property, fixtures (including, but not limited to, trade fixtures), alterations, or improvements left remaining by the Tenant at or upon the Leased Premises following the expiration or earlier termination of this Lease, and the Landlord is not accountable to the Tenant for any damages for the loss or destruction thereof, or for any part of the proceeds of sale, if any, realized by the Landlord. The Tenant waives all claims against the Landlord for any damages suffered by the Tenant resulting from the Landlord's retention or disposition of such personal property, fixtures (including, but not limited to, trade fixtures), alterations or improvements. The Tenant is liable to the Landlord for the Landlord's costs for storing, removing and disposing of any such personal property, fixtures (including trade fixtures) or alterations.

1.5 Obligation To Meet and Confer. Throughout the Term the Parties will meet and confer upon request of Town and at least every ten (10) years for the purpose of determining whether changed circumstances require an amendment to this Lease and, if so, will execute appropriate documentation amending this Lease.

1.6 Governmental Powers of the Landlord. The Tenant acknowledges that throughout the Term the Landlord has, and will continue to have, those governmental rights, powers, and authority provided by applicable law, including, but not limited to, the Breckenridge Town Charter and the ordinances of the Town of Breckenridge, all as amended from time to time. The Tenant further acknowledges that the provisions of this Lease do not limit or restrict such rights,

powers, and authority of the Landlord with respect to the Leased Premises when the Landlord is acting in its governmental capacity as a home-rule municipality under Colorado law.

ARTICLE 2 - RENT

2.1 Rent. The total rent to be paid by the Tenant for the full Term is Ten Dollars (\$10.00) ("Rent"), the receipt and sufficiency of which is acknowledged by the Landlord.

2.2 "Additional Rent" Defined. Any amount due to the Landlord from the Tenant under this Lease that is not specifically identified as Rent is additional rent.

2.3 Interest On Past Due Amounts. The Tenant will pay interest to the Landlord on any sum due to the Landlord under this Lease that is thirty (30) days or more past due at the rate of 12% per annum from the date due until the date such payment is fully paid.

2.4 Place And Manner Of Payments. All payments due to the Landlord under this Lease will be made to:

Town of Breckenridge Clerk & Finance Division
Attn: Accounts Receivable
P.O. Box 168
Breckenridge, CO 80424

or at such other place as the Town Manager of the Town of Breckenridge ("**Town Manager**") may hereafter designate by written notice provided to the Tenant in accordance with Section 15.2 of this Lease. All sums will be made in legal tender of the United States. Any check given to the Landlord will be received subject to collection, and the Tenant agrees to pay any charges, fees or costs incurred by the Landlord for the collection, including reasonable attorney's fees.

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

ARTICLE 3 - LANDLORD'S DISCLAIMERS AND EXCULPATORY PROVISIONS

3.1 "As Is" Condition of Leased Premises. The Tenant acknowledges the Leased Premises are leased "**AS IS**," "**WHERE IS**" and "**WITH ALL FAULTS**", and the Landlord does not

warrant or make any representation, express or implied, relating to the **MERCHANTABILITY**, quantity, quality, condition, suitability or **FITNESS FOR ANY PURPOSE WHATSOEVER** of the Leased Premises or any portion thereof. Except as expressly provided in this Lease, the Landlord has no liability whatsoever to undertake any repairs, alterations, removal, remedial actions, or other work of any kind with respect to any portion of the Leased Premises, or any portion thereof.

3.2 Landlord's Non-liability. As a material part of the consideration to be received by the Landlord under this Lease, the Tenant assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than the Landlord's gross negligence or intentional act, and the Tenant waives all claims in respect thereof against the Landlord.

3.3 Limitation of Remedies. The Landlord is not liable for any indirect, special, or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption, or any similar claim arising from the Landlord's breach of this Lease, even if the Landlord has been advised of the possibility of such damages. This limitation applies notwithstanding the failure of an essential purpose of any limited remedy.

ARTICLE 4 - TENANT'S AFFIRMATIVE OBLIGATIONS

4.1 Tenant Liable For Costs to Prepare Leased Premises For Use By the Tenant. The Tenant is solely responsible for all work required to be done, and costs incurred in connection with, the preparation of the Leased Premises for the Tenant's use.

4.2 Taxes.

(a) As used in this Section, the term "**Taxes**" means all personal property and real property taxes levied, assessed or imposed by any taxing authority arising out of the Tenant's occupancy and use of the Leased Premises pursuant to this Lease.

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

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

(d) If the Tenant is liable for the payment of any Taxes arising from the Tenant's occupancy and use of the Leased Premises pursuant to this Lease, the Tenant may, at its sole expense, contest such Taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. The Tenant will make timely payment of such Taxes

if the Tenant loses the contest. The Tenant will advise the Landlord prior to instituting any such contest and will as a condition of exercising such right provide the Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. The Landlord, at the Tenant's sole cost and expense, will reasonably cooperate with the Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

4.3 Compliance With Laws. The Tenant, at its sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises, as amended from time to time throughout the Term. A judgment of any court or the admission of the Tenant in any action or proceeding against the Tenant, whether the Landlord is a party thereto or not, that the Tenant has violated any law, ordinance, requirement or order in the use of the Leased Premises will be conclusive of the fact as between the Landlord and the Tenant.

4.4 Non-Discrimination. The Tenant:

(a) will not discriminate against any employee or applicant for employment to work at the Leased Premises because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;

(b) will ensure that applicants who are to work at the Leased Premises are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability;

(c) will in all solicitations or advertisements for employees to be engaged in the performance of work at the Leased Premises state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin or disability; and

(d) will comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, the Tenant will comply with the applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency.

(e) The indemnification and termination provisions of this Lease apply to the Tenant's failure to comply with all applicable laws or regulations.

4.5 Tenant To Pay Certain Charges. In addition to the payment of Taxes as required by Section 4.2, the Tenant covenants and agrees to pay, or cause to be paid, before any fine, penalty, interest or cost may be added thereto, all governmental charges that are levied, assessed, imposed, or that could become a lien upon the Leased Premises.

ARTICLE 5 - TENANT'S NEGATIVE OBLIGATIONS

5.1 Improvements.

(a) As used in this Article 5, "**Improvement**" means any physical improvement made, or proposed to be made, to either the Leased Premises or the Building.

(b) No Improvement may be made to the Leased Premises by the Tenant except under the following conditions:

(i) No Improvement may be undertaken until the Tenant has obtained approval of plans and specifications for such Improvement from the Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). In connection therewith, the Landlord has the right to review and approve a proposed Improvement in its sole and absolute discretion, which approval shall not be unreasonably withheld provided the proposed Improvement is consistent with Tenant's Mission.

(ii) The Tenant must also obtain a "Development Permit" from the Landlord, acting in the Landlord's governmental capacity.

(iii) An Improvement must be constructed under the supervision of an architect or engineer licensed in the State of Colorado, selected and paid by the Tenant.

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

(v) The construction of an approved Improvement must be prosecuted with reasonable dispatch, subject to delays caused by Force Majeure Events (see Section 15.12). before any work begins. The Tenant must procure or cause the contractor for the work to procure insurance in accordance with Article 7 of this Lease, including worker's compensation insurance covering all persons employed in connection with the work.

5.2 Landscaping. No landscaping may be installed by the Tenant at the Leased Premises without the Landlord's prior written consent, which shall not be unreasonably withheld. Once installed, all landscaping will be maintained by the Tenant in accordance with the approved landscaping plan for the Leased Premises.

5.3 Subletting. The Leased Premises has been leased to the Tenant with the expectation and hope that during the Term the Tenant may sublet a portion of the Building to other non-profit entities acceptable to the Landlord. Throughout the Term, the Tenant may use its best efforts to identify other non-profit entities whose anticipated space needs and use of the Building would be compatible with those of the Tenant. The Tenant may propose to the Landlord who may consent in writing to the following:

(a) the portion(s) of the Building that will be sublet;

- (b) the identity of the subtenants; and
- (c) the terms and conditions under which the Leased Premises or the Building will be sublet.

5.4 Assignment. The Tenant may not assign or transfer any of its rights under this Lease without the prior written consent of the Landlord. If the Tenant attempts to make any assignment or subletting without the requisite consent of the Landlord, or attempts to grant a license to use the Leased Premises, such assignment, subletting, or license will be void and, at the option of the Landlord, will terminate this Lease. Any consent by the Landlord to any assignment of this Lease or any consent by the Landlord to any sublease or license of the Leased Premises will not be a waiver by the Landlord of the provisions of this Section as to subsequent transactions of the same or similar nature. In the event of any permitted assignment, sublease, or license, the Landlord may, but is not required to, release the Tenant from its obligations hereunder for the remainder of the Term. If the Landlord consents to an assignment, sublease, or license the Tenant may be required, as a condition of granting consent, to pay the Landlord's reasonable costs incurred in considering the proposed assignment, sublease, or license including, but not limited to, legal fees and credit checks.

5.5 Assignment By Operation of Law. Neither this Lease nor any interest in this Lease is assignable or transferable by operation of law including if any of the following events occur:

- (a) any proceeding under the Bankruptcy Code, or any amendment thereto, is commenced by or against the Tenant;
- (b) the Tenant is adjudged insolvent;
- (c) the Tenant makes an assignment for the benefit of creditors;
- (d) a post-judgment writ of attachment or execution is levied on the leasehold estate created by this Lease and not released or satisfied within 30 days thereafter; or
- (e) a receiver is appointed for the Tenant with authority to take possession or control of the Leased Premises or the business conducted therein by the Tenant, then this Lease, at the option of the Landlord, will immediately terminate and will not be treated as an asset of the Tenant.

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

5.7 Mechanic's Liens.

- (a) In connection with the construction of any Improvements, the Tenant will cause the payment of all proper and valid invoices and charges of all contractors, subcontractors, suppliers, materialmen and similar parties who furnish services or materials in connection with

the construction process. In the event any person ever records a mechanic's lien to enforce any claim for services or materials alleged to have been provided in connection with the Leased Premises, the Tenant will cause the same to be released of record within sixty (60) days after the recordation thereof, and the Tenant will be liable to satisfy and cause a discharge of any such mechanic's lien claim. Notwithstanding the foregoing, the Tenant may contest any such mechanic's lien claim, provided that the Tenant conducts such contest in a timely manner and with due diligence, and that the Tenant provides the Landlord with such security in connection therewith as the Landlord may reasonably require. In connection with any such contest, the Landlord may join and participate in any such contest, at the Tenant's expense (with participation to include, without limitation, the execution and filing of pleadings and the provision and gathering of testimony and other evidence). In the event the Tenant loses any such contest, with all further rights of appeal having expired, the Tenant must satisfy the mechanic's lien claim in full prior to any foreclosure sale or other disposition of the Leased Premises which is made for the purpose of satisfying the claim.

(b) Prior to commencement of construction of any Improvements, the Tenant will deliver notices to all contractors and subcontractors and post notices in accordance with Section 38-22-105, C.R.S. (as it may be amended or in accordance with similar statutes that may be substituted therefor in the future), in locations that will be visible by parties performing any work, which notices will state that the Landlord is not responsible for the payment of such work and setting forth such other information as may be reasonably required pursuant to such statutory provisions.

ARTICLE 6 - UTILITIES, TRASH REMOVAL AND MAINTENANCE

6.1 Utilities. The Tenant will pay or cause to be paid, before any notice of delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone, internet, or any other communications services, sewer service charges, and any other utilities charged or attributable to Tenant's use of the Leased Premises, and all other charges for services or utilities of any kind or nature used in, upon, or about the Leased Premises by the Tenant, including the cost of installing or moving meters for such utility charges. Notwithstanding the foregoing, the Tenant may contest any such charges so long as the Tenant diligently prosecutes the same pursuant to appropriate legal proceedings. If any such charge leads to a mechanic's or other lien claim against the Leased Premises, such contest will also be conducted in conformity with the standards hereof for contesting mechanic's lien claims. The Tenant will contract in its sole name for such utility charges.

6.2 Trash Removal. The Landlord will arrange for a trash dumpster to be provided for the use of the Tenant and any subtenants at the Leased Premises or, at the Tenant's option, the Tenant and all subtenants may use "roll away" trash containers so long as such containers are stored inside and are not used or maintained in such a manner as to cause a nuisance or a health threat. The Tenant will pay the cost of the periodic trash removal.

6.3 All Maintenance Is Tenant's Responsibility. The Tenant will at all times during the Term keep, operate, and maintain all portions of the Building and Leased Premises in good order, condition and repair. Without limiting the generality of the preceding sentence, it is the Tenant's

sole responsibility to provide any required maintenance, upkeep, repair, or replacement of the following portions of the Building and the Leased Premises:

- (a) the structural portions of the Building, including, without limitation, the roofs and the exterior walls;
- (b) all non-structural portions of the Building including, without limitation, the entrances, windows, partitions, doors, lighting, and plumbing fixtures, and heating and ventilation systems;
- (c) the grounds of the Leased Premises;
- (d) all landscaping, the paving, if any, and other hardscape surfaces; and
- (e) all fixtures, equipment and appurtenances relating to the Leased Premises and/or the Building.

This Section 6.3 is to be interpreted so as to absolve the Landlord from any obligation to provide any required maintenance, upkeep, repair, or replacement whatsoever of any portions of the Building and the Leased Premises excepting only the Head-End Property, the IT Building, and the Wellington Trail. Notwithstanding anything contained in this Section 6.3 to the contrary, Landlord shall be solely responsible for the maintenance, upkeep, repair and replacement of all improvements on the Head-End Property, the IT Building, and the Wellington Trail.

6.4 Snow Removal; Access. The Tenant will provide all snow plowing and snow removal necessary to keep the access driveway from Champion Trail to the Building free of snow and ice.

6.5 Painting. The Tenant is responsible for any desired or required painting of the Building. Painting is an "Improvement", and the procedures and requirements of Section 5.1 will apply to the painting of the Building; provided, however, that Section 5.1(b)(iii) (requiring all Improvements to be constructed under the supervision of an architect or engineer) does not apply to the painting of the Building.

6.6 Inspection And Entry. The Landlord and the Landlord's authorized representatives may enter the Leased Premises at all times during reasonable hours to inspect the Leased Premises. The Tenant further agrees that the Landlord may go upon the Leased Premises at all times and:

- (a) make any necessary repairs to the Leased Premises and perform any work therein that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or that the Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- (b) post any notice provided for by law; or
- (c) otherwise protect any and all rights of the Landlord, all without any liability to the Tenant for damages or any abatement of rent.

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

ARTICLE 7 - INSURANCE

7.1 Tenant's Liability Insurance. Throughout the Term the Tenant will, at its expense, continuously maintain commercial general liability insurance covering the Tenant's operations on the Leased Premises with minimum combined single limits of not less than \$1,000,000. The Tenant's liability insurance policy will be endorsed to include the Landlord as an additional insured. Tenant's liability insurance will not apply to any incident occurring on either the Head-End Property, the IT Building, or the Wellington Trail.

7.2 Worker's Compensation Insurance. Throughout the Term the Tenant will, at its expense, continuously maintain worker's compensation insurance as required by Colorado law insuring the payment of compensation to all its employees engaged in the performance of work at the Leased Premises.

7.3 Additional Insurance Provisions. Every insurance policy required to be carried by the Tenant by this Article 7 will be primary insurance, and any insurance carried by the Landlord, its officers, or its employees, or carried by or provided through any insurance pool of which the Landlord is a member, will be excess and not contributory insurance to that provided by the Tenant. The Tenant is solely responsible for any deductible losses under its required insurance policies.

7.4 Insurance Criteria. Insurance policies required by this Lease will:

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

(b) provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless fifteen (15) days' advance notice is given to the Landlord.

7.5 Evidence of Insurance. Prior to the commencement of this Lease, and on each subsequent renewal or replacement of the required insurance policies, the Tenant must provide to the Landlord a certificate of insurance evidencing compliance with the requirements of this Section. All required insurance policies will be renewed or replaced and maintained by the Tenant throughout the Term to assure continuous coverage. If the Tenant fails to give the required insurance certificate within thirty (30) days after notice or demand for it, such action will constitute a default under this Lease, and the Landlord may then proceed as provided in Article 10 of this Lease, and/or the Landlord may obtain and pay for that insurance and receive

reimbursement from the Tenant, together with interest thereon at the rate of 12% per annum.

7.6 Landlord's Building Insurance. Throughout the Term the Landlord will, at its expense, keep the Building insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Building, as the value may exist from time to time. The Tenant will reimburse the Landlord, as Additional Rent, for any deductible loss paid by the Landlord arising from any loss to the Building caused by the negligence or intentional act of the Tenant, or its agents, employees, contractors, subcontractors invitees, or subtenants.

ARTICLE 8 - INDEMNIFICATION

8.1 Indemnification By Tenant. The Tenant will indemnify and defend the Landlord, its officers, employees, insurers, and self-insurance pool from 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, arising out of or in any manner connected with this Lease or the Tenant's use or possession of the Leased Premises pursuant to this Lease, except to the extent that such liability, claim, or demand arises through the gross negligence or intentional wrongful act of the Landlord, its officers, employees, or agents, or the Landlord's breach of this Lease. If indemnification is required under this Section, the Tenant will investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and bear all other costs and expenses related thereto, including court costs and attorney fees. Tenant's indemnity obligation under this Section 8.1 does not apply to any incident occurring on either the Head-End Property or the IT Building, or elsewhere on the Leased Property if caused by any users of the Head-End Property or the IT Building or the guests or invitees of such users.

8.2 Survival. All of Tenant's indemnity obligations under this Lease will survive the expiration or termination of this Lease, and will be fully enforceable by the Landlord thereafter.

ARTICLE 9 - EMINENT DOMAIN

9.1 Eminent Domain.

(a) The terms "**eminent domain**," "**condemnation**", and "**taken**" and related terms as used in this Section include any taking for public or quasi-public use and private purchases in lieu of condemnation by any authority authorized by applicable law to exercise the power of eminent domain.

(b) If the entire Leased Premises are taken by eminent domain, this Lease will automatically end on the earlier of:

- (i) the date title vests; or
- (ii) the date the Tenant is dispossessed by the condemning authority.

(c) If the taking of a part of the Leased Premises materially interferes with the Tenant's ability to continue its business operations in substantially the same manner, then the Tenant may terminate this Lease on the earlier of:

- (i) the date when title vests;
- (ii) the date the Tenant is dispossessed by the condemning authority; or
- (iii) 60 days following notice to the Tenant of the date when vesting or dispossession is to occur.

(d) Any compensation or damages paid by a condemning authority will be divided between the Landlord and the Tenant as follows:

- (i) the Tenant is entitled to that portion of the compensation or damages that represents the amount of the Tenant's moving expenses, business dislocation damages, the Tenant's personal property and fixtures, costs associated with securing commensurate replacement employee housing, administrative offices, garage space and gear storage, and the unamortized fair market value of the Building and leasehold improvements paid for by the Tenant; and
- (ii) the balance of such compensation or damages belongs to the Landlord.

ARTICLE 10 - DEFAULT

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

- (a) The vacating or abandonment of the Leased Premises by the Tenant.
- (b) The failure by the Tenant to make any payment of rent, additional rent, or any other payment required to be made by the Tenant hereunder, as and when due, when such failure continues for a period of ten (10) days after service of written notice thereof by the Landlord to the Tenant.
- (c) The failure by the Tenant to observe or perform any of the other covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, or to obey rules promulgated by the Landlord, within thirty (30) days after service of written notice thereof by the Landlord to the Tenant. In the event of a non-monetary default that is not capable of being corrected within thirty (30) days, the Tenant will not be default if it commences correcting the default within thirty (30) days of service of a demand for compliance notice and thereafter corrects the default with due diligence.
- (d) The failure by the Tenant to substantially satisfy its Mission, which as of the Effective Date of this Lease is as follows:

To expand the potential of people with disabilities and special needs through meaningful, educational and inspiring outdoor experiences (“Mission”).

(i) In the event Landlord reasonably determines Tenant is not substantially satisfying its Mission, or if Landlord determines Tenant’s operations and programming have substantially deviated from the Mission set forth above, Landlord shall provide Tenant with written notice providing a written description of such deviation and Tenant shall have ninety (90) days to provide Landlord with a plan outlining the efforts Tenant will pursue in order to satisfy its Mission or otherwise amend its operations and programming.

(ii) Upon receiving Tenant’s plan, Landlord shall not unreasonably withhold its approval.

(iii) The Tenant will not be in default if it commences correcting such default within 90 days of service of Landlord’s written notice, subject to input and cooperation from Landlord.

(e) The making by the Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Tenant of a petition to have the Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or a receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of the Tenant's interest in this Lease.

10.2 Voluntary Termination. If Tenant voluntarily terminates this Lease during the initial fifty (50) years of the Lease Term, the Parties agree that Landlord shall pay fair market value, established at the time of termination under this Section 10.2, or the amount that was paid for the initial construction of the Building and other Tenant Improvements, whichever amount is lesser. If Tenant voluntarily terminates this Lease any time during year 51 through 60 of the Lease Term, the Parties agree that Landlord shall pay fair market value, established at the time of termination under this Section 10.2, or the amount that was paid for the initial construction of the Building and other Tenant Improvements, whichever amount is the lesser (the “Established Amount”); provided, however, that the Established Amount shall be reduced by 10% for each year from year 51 through year 60. In the event Tenant voluntarily terminates the Lease in any years after year 60 of the Lease Term, the Parties agree that Landlord shall not pay any amount for the Building and other Tenant Improvements.

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

10.4 Default By Landlord. The Landlord will be in default under this Lease if the Landlord fails to comply with any of the terms, provisions, or covenants of this Lease within thirty (30) days following service of written notice thereof by the Tenant. In the event of a non-monetary default that is not capable of being corrected within thirty (30) days, the Landlord will not be default if the Landlord commences correcting the default within thirty (30) days of receipt of

notification thereof and thereafter corrects the default with due diligence.

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

ARTICLE 11 - NONDISTURBANCE

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

ARTICLE 12 - LANDLORD'S RULES

12.1 Rules. The Tenant will faithfully observe and comply with any rules and regulations promulgated by the Landlord with respect to the Leased Premises. The Landlord's rules and regulations must be reasonable, and may not unilaterally change or significantly alter the material terms and conditions of this Lease, nor shall they impede Tenant's ability to carry out its Mission. The rules and regulations, and any amendments thereto, will be binding upon the Tenant upon delivery to the Tenant.

ARTICLE 13 - HAZARDOUS MATERIALS

13.1 Hazardous Materials - Defined. As used in this Section, the term "**Hazardous Materials**" means any chemical, material, substance or waste:

(a) exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority, or other governmental authority of any nature; or

(b) that, even if not so regulated, may or could pose a hazard to the health or safety of the occupants of the Leased Premises including, without limitation, any petroleum, crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations, and precautions.

13.2 Hazardous Materials - Prohibited. The Tenant will full comply with all statutes, laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any federal, state, local, or other governmental agency with respect to the use, generation, storage, or disposal of Hazardous Materials. The Tenant will not cause, or allow anyone else to cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the Leased Premises without the prior written consent of the Landlord, which consent may be revoked at any time. The Tenant's indemnification of the Landlord pursuant to this Lease extends to all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising

out of the use, generation, storage, or disposal of Hazardous Materials at the Leased Premises by the Tenant, or any person claiming under the Tenant, including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage, or disposal of Hazardous Materials by the Tenant or any person claiming under the Tenant; provided, however, the written consent by the Landlord to the use, generation, storage, or disposal of Hazardous Materials will excuse the Tenant from the Tenant's obligation of indemnification. In the event the Tenant is in breach of the covenants herein, after notice to the Tenant and the expiration of the earlier of:

- (a) the cure period provided in Section 10.1 (c);
- (b) the cure period permitted under applicable law, regulation, or order,

then the Landlord may, in its sole discretion, declare a default under this Lease and/or cause the Leased Premises to be freed from the Hazardous Material and the cost thereof will be deemed additional rent hereunder and will immediately be due and payable from the Tenant. The obligations of the Tenant under this Section 13.2 will survive the expiration or termination of this Lease.

ARTICLE 14 - RIGHT OF FIRST REFUSAL

14.1 Right of First Refusal. If, at any time during the Term, the Landlord receives an offer for the purchase of the Leased Premises the Landlord agrees not to accept such offer or make any contract of sale with respect to the Leased Premises without first giving the Tenant the right to acquire the Leased Premises upon the same terms and conditions contained in such offer of purchase. The Landlord agrees to give to the Tenant written notice of the terms and conditions of such offer in the manner provided in Section 16.2. If the Tenant fails to enter into a bona fide contract upon the same terms and conditions as those proposed to the Landlord by the prospective purchaser within ninety (90) days after the giving of such notice, then the Landlord has the right, and will be at liberty, to sell the Leased Premises to the party making the offer. If, for any reason, the Leased Premises are not sold to such party, notice of any subsequent bona fide offer, acceptable to the Landlord, will be given to the Tenant upon the same terms and conditions for acceptance or rejection as described above. If the Tenant does not exercise its right of first refusal pursuant to this Section 14.1 and the Leased Premises are sold by the Landlord, the option to purchase set forth in this Section 14.1 will automatically terminate and be of no further force and effect.

ARTICLE 15 - MISCELLANEOUS

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

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

If intended for the Landlord to:

Town of Breckenridge
Attn: Town Attorney
P.O. Box 168
150 Ski Hill Road Breckenridge, Colorado 80424 Attn: Town Manager
Telephone number: (970) 453-2251
Email: clerk@townofbreckenridge.com

If intended for the Tenant, to:

Breckenridge Outdoor Education Center
Attn: Executive Director
P.O. Box 697 Breckenridge, CO 80424
Telephone number: (970) 453-6422
Email: sonya@boec.com

Any notice delivered by mail in accordance with this Section will be effective on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either Party, by notice given as above, may change the address to which future notices may be sent.

15.3 Incorporation of Exhibits. The attached **Exhibit “A”** and **Exhibit “B”** are incorporated into this Lease by reference.

15.4 Warning Concerning Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. LEASED PREMISES OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. THE BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

15.5 Additional Instruments. The Parties will deliver or caused to be delivered upon request such additional documents and instruments as may be required to accomplish the intent of this Lease.

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

15.7 Time of the Essence. Time is of the essence under this Lease for the performance and observance of all obligations of the Landlord and the Tenant hereunder, and all provisions of this Lease are to be strictly construed.

15.8 Severability. If any provisions of this Lease are held invalid or unenforceable, the remainder of this Lease will not be affected thereby, it being the intent of the Parties that the provisions of this Lease will be enforceable to the fullest extent permitted by law. There will be substituted for any invalid or unenforceable provision a valid and enforceable provision as similar as possible to the invalid provision.

15.9 Brokerage Commission. The Landlord and the Tenant mutually warrant and represent to one another that neither of them has incurred any liability arising by, through, or under that Party for the payment of any brokerage fee or commission in connection with the transaction contemplated herein. If either of the Parties breach the foregoing warranty and representation, it will be liable to the other Party for any damage, liability, loss, claim or expense, including attorneys' fees, suffered by the other Party as a result of such breach. The liable Party will pay to the other Party such sums as are due and owing pursuant to the foregoing within 30 days after demand by the other Party.

15.10 Authority. The person signing this Lease for the Landlord represents and warrants to the Tenant that the Landlord has all inherent legal power and authority requisite to entering into this Lease; has taken all action necessary to authorize the execution of this Lease and to perform and satisfy the transactions and obligations contained herein; and has duly authorized the signatory to execute and deliver this Lease on behalf of the Landlord. The person signing this Lease for the Tenant represents and warrants to the Landlord that the Tenant has all inherent legal power and authority requisite to entering into this Lease; has taken all actions necessary to authorize the execution and delivery of this Lease and to perform and satisfy the transactions and obligations contained herein; and has duly authorized the signatory to execute and deliver this Lease on behalf of the Tenant.

15.11 Force Majeure Events. Except to the extent otherwise expressly provided by this Lease, if either the Landlord or the Tenant is delayed in the performance of any act required under this Lease by reason of strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, pandemic, acts of superior governmental authority, weather conditions, floods, riots, rebellion, terrorism, sabotage, or any other circumstance for which such Party is not responsible or that is not in its power to control, the time for the performance of any such act will be extended for a period equivalent to the period of such delay. Notwithstanding any indications to the contrary contained in the foregoing, Force Majeure Events do not include:

(a) any financial incapacities or burdens suffered by either Party; (b) the effect of laws and regulations or the application and enforcement of the same by any governmental entity, or (c) a failure of timely performance by an agent or contractor of either Party. The application of Force Majeure Events is subject to the express limitations thereon contained in the other provisions of this Lease.

15.12 Recording. A fully signed copy of this Lease shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

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

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

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

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

15.17 Advances By the Landlord For the Tenant. If the Tenant fails to do anything required to be done by it under the terms of this Lease (other than a failure to make the payments to the Landlord herein required) the Landlord may, at its sole option, but without any obligation to do so, do or perform such act or thing on behalf of the Tenant, and in doing so the Landlord will not be deemed to be a volunteer; provided, however, that before exercising its rights under this Section the Landlord must give notice to the Tenant as provided in Section 15.2, and afford the Tenant not less than 5 days from the giving of such notice within which to do or perform the act required by the Tenant. Upon notification to the Tenant of the costs incurred by the Landlord the Tenant will promptly pay to the Landlord the full amount of costs and/or expenses incurred by the Landlord pursuant to this Section, together with interest thereon at the rate of 12% per annum.

15.18 Governmental Immunity. In entering into this Lease the Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or any other limitation, right, immunity or protection otherwise available to the Landlord, its officers, or its employees.

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

15.20 Landlord's Consent. Except as otherwise expressly provided to the contrary in this Lease,

wherever in this Lease it is provided that some act requires the Landlord's prior consent, such consent will not be unreasonably withheld by the Landlord.

15.21 Third Parties. There are no third-party beneficiaries of this Lease.

15.22 Governing Laws; Venue; Waiver of Jury Trial. The laws of the State of Colorado will govern the interpretation, validity, performance, and enforcement of this Lease. Any litigation brought to interpret or enforce this Lease will be commenced in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET, OR CONSTRUE THIS AGREEMENT.

15.23 No Partnership. The Landlord is not a partner, associate, or joint venturer of the Tenant in the conduct of the Tenant's business at the Leased Premises. The Tenant is an independent contractor without the right or authority to impose tort or contractual liability upon the Landlord.

15.24 Annual Appropriation. Notwithstanding anything herein contained to the contrary, the Landlord's financial obligations under this Lease are subject to an annual appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an amount sufficient to allow the Landlord to perform its obligations hereunder. If sufficient funds are not appropriated, this Lease may be terminated by either Party without penalty; provided, however, such appropriation shall not be unreasonably withheld by Landlord and it shall be a condition precedent to such termination that Tenant shall be afforded ninety (90) days to procure such an appropriation on Landlord's behalf. The Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

15.25 ADA Compliance and Responsibilities.

Both the Landlord (representing the Title II entity, Town of Breckenridge) and the Tenant (a Title III entity) affirmatively acknowledge and comprehend their distinct obligations under the Americans with Disabilities Act (ADA).

The Landlord, as a public entity under Title II, provides the Premises under the fundamental principles of accessibility and nondiscrimination. The Tenant, as a Title III entity, understands that their occupation and use of the Premises entail specific responsibilities to ensure public accommodations are in full compliance with the ADA.

The Tenant acknowledges that adapting or modifying the leased space might be necessary to ensure full ADA compliance suitable for their specific operations. The Tenant will be solely responsible for ensuring their use of the Premises adheres to all relevant ADA provisions associated with Title III mandates. This may include but is not limited to, accessible entrances, paths of travel, restroom accessibility, and other necessary modifications in alignment with their commercial or public service operations.

If modifications or improvements to the Premises are required for comprehensive ADA compliance, the Tenant commits to act promptly and bear all associated costs. The Landlord

disclaims any representation or warranty as to the Premises' existing condition concerning specific Title III ADA compliance but assures baseline accessibility as per Title II mandates.

Furthermore, the Tenant shall indemnify, defend, and hold the Landlord harmless against any liabilities, claims, damages, penalties, or associated costs that arise from the Tenant's failure to uphold ADA Title III compliance during the lease term.

Both parties underscore the significance of fostering an inclusive and accessible environment and pledge a cooperative effort to ensure the principles and requirements of the ADA are upheld in their entirety.

15.26 Binding Effect. This Lease extends to and is binding upon the successors and permitted assigns of the respective Parties. The terms, covenants, agreements, and conditions in this Lease will be construed as covenants running with the Leased Premises.

15.27 Approval By Ordinance. The execution of this Lease was authorized by Ordinance No. ____, Series 2023, adopted by the Town Council of the Town of Breckenridge on _____, 2023.

[INSERT SIGNATURE BLOCKS HERE]

Exhibit "A"

LEGAL DESCRIPTION OF LEASED PREMISES

Tract B, Revett's Landing Subdivision, according to the plat thereof recorded August 13, 2001 under Reception No. 659673 of the records of the Clerk and Recorder of Summit County, Colorado, except the Head End Property, the IT Building, and the Wellington Trail.

Exhibit “B”

Description of the Head-End Property and IT Building

Head-End Property. The Parties acknowledge that as of the date of this Lease a portion of the Leased Premises (consisting of approximately 0.02 acres, more or less, and consisting of a shed approximately 24 feet by 32 feet in size) (the “Head-End Property”) is subject to that Lease between the Landlord and Universal Cable Communications Inc. d/b/a “Comcast” dated May 12, 2015.

IT Building. The Parties also acknowledge a separate building on the Leased Premises, in which Landlord maintains information technology equipment and certain telephone company equipment (“IT Building”).

The Head-End Property and the IT Building shall be excluded from the Leased Premises.

Depiction of the Head-End Property and IT Building

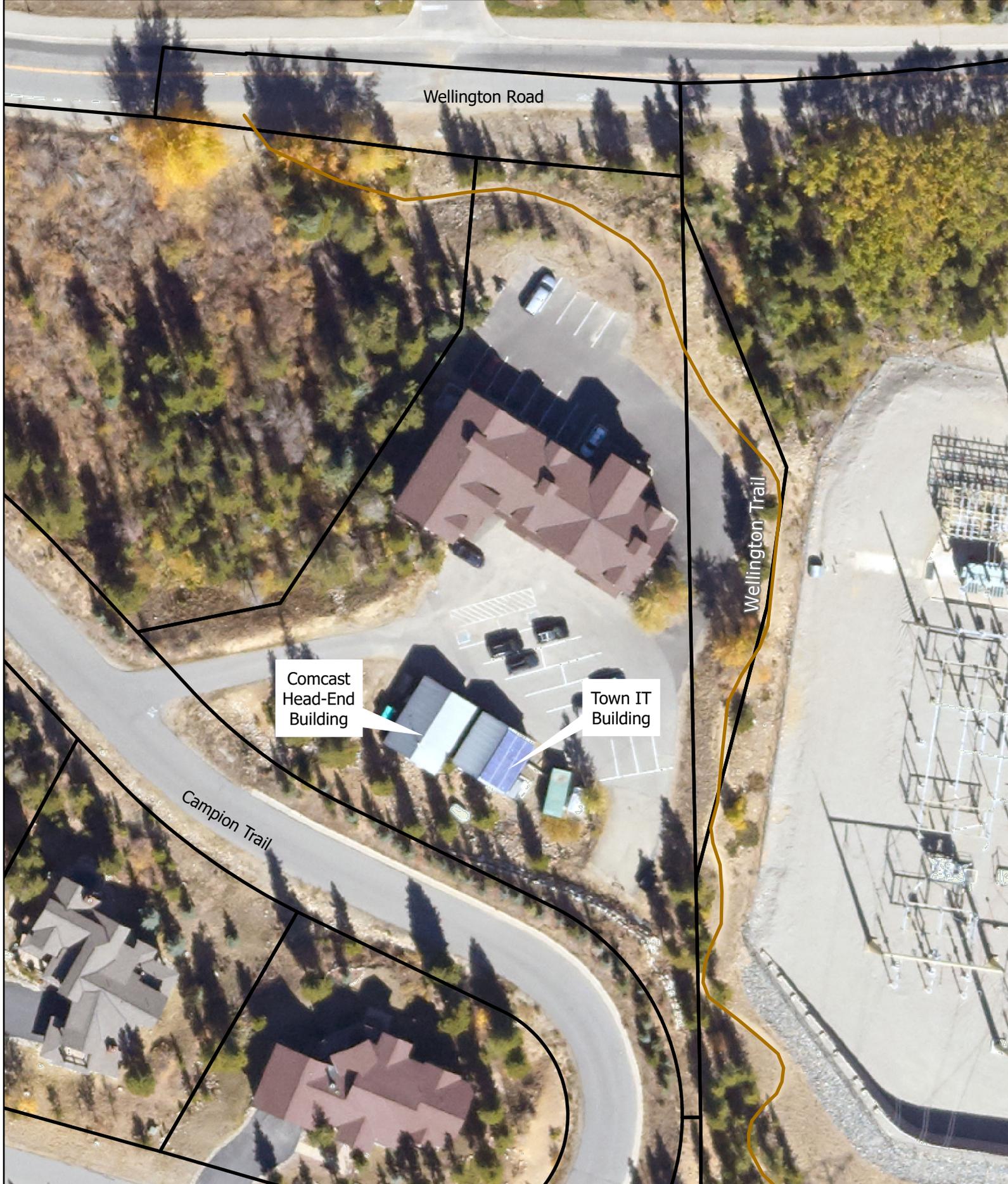


Exhibit B
Depiction of the Head-End Property
and IT Building

-  Trails
-  Property Lines





Memo

To: Breckenridge Town Council
From: Pamela Ness, Revenue Manager
Date: 09.26.2023
Subject: Town Tax Code revisions

Background

This memo details changes proposed to the Town of Breckenridge Sales Tax code that follows this memo. Staff is proposing revisions to two sales tax exemption categories in the Town Code regarding Colorado's retail delivery fee, incontinence products and diapers, and menstrual care products. The cost of diapers and incontinence products can be burdensome for many individuals and families. These essential products are expensive and are not covered by SNAP (food stamps) or WIC (Women, Infants & Children – supplemental nutrition program). Adult incontinence products are covered by Medicaid, but not Medicare, and children's diapers are only covered by Medicaid in certain situations.

Often called "Pink Taxes", taxes on essential menstrual care products for women creates an unfair burden and impacts low-income individuals. The State of Colorado and many municipalities have exempted these products from taxation. It is Staff's recommendation that we move forward with a sales tax exemption for these products.

Recommended Action:

We ask that Council review the proposed revisions in the attached ordinance. Staff will be present during the Work Session to respond to any questions that Council may have.

A BILL FOR AN ORDINANCE TO CREATE NEW EXEMPTIONS FROM TAXATION IN THE SALES TAX CODE.

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

Section 1. That section 3-2-2, entitled “DEFINITIONS” be amended by adding new definitions and placing them in alphabetical order underlined as follows:

INCONTINENCE PRODUCTS AND DIAPERS: Absorbent cloth or disposable products worn by humans who are incapable of or have difficulty controlling their bladder or bowel movements.

MENSTRUAL CARE PRODUCTS: Tampons, panty liners, menstrual cups, sanitary napkins, and other similar tangible personal property designed for feminine hygiene in connection with the human menstrual cycle but does not include grooming and hygiene products.

Section 2. That new sales tax exemptions be created in section 3-1-4 entitled “ITEMS EXEMPT FROM TAX” as subsections FF through HH and underlined to read as follows:

FF. All sales of feminine hygiene menstrual products.

GG. All sales of incontinence products and diapers.

HH. Any government fees imposed directly on the purchaser and required to be held in trust by the imposing government and separately stated on the invoice provided to the purchaser at the time of sale.

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

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

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this 26th day of September, 2023. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
4 _____, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation

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8

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10 By: _____

11 Eric S. Mamula, Mayor

12

13 ATTEST:

14

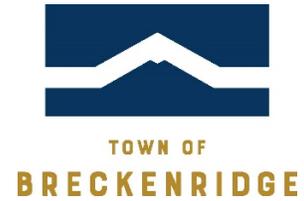
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17 _____

18 Helen Cospolich, CMC,

19 Town Clerk



Memo

To: Breckenridge Town Council Members
From: Melanie Leas, Housing Project Manager & Laurie Best, Housing Manager
Date: 9/20/2023 (For September 26th—TC Work Session)
Subject: Ordinance Conveying Town Property for Phase 1 Stables Village Workforce Housing

On April 11, 2023, the Town Council approved an agreement between the Town of Breckenridge and Stables Village, LLC to develop and construct workforce housing at the Stillson Lot. The project agreement committed the Town to transferring the 8-acre parcel in two phases by special warranty deed. This ordinance conveys the first phase of real property, Tracts A, B, C and G, for the development of 31 deed restricted homes for the local workforce.

Staff will be available at the September 26th work session to answer questions.

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE CONVEYING TOWN PROPERTY FOR FIRST PHASE OF STABLES WORKFORCE HOUSING PROJECT.

WHEREAS, on April 11, 2023, Council approved by ordinance No. 2023-13 an Agreement between with Stables Village, LLC, to develop and construct workforce housing (hereinafter "Project Agreement");

WHEREAS, per that Project Agreement, the Town committed to transferring in two phases by special warranty deed certain real property owned by the Town to the Developer for the Project;

WHEREAS, Section 15.3 of the municipal charter requires that Council may not sell, exchange or dispose of real property except by ordinance or a majority vote of the electors at the option of the council.

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

Section 1. That the Town Council of the Town of Breckenridge hereby approves and ratifies the transfer by special warranty deed to Stables Village LLC the real property described below and further ratifies all actions of the Town Manager necessary to close on the transfer of the real property for phase one of the Stables Project.

TRACTS A, B, C, AND G, STABLES VILLAGE SUBDIVISION AS SHOWN ON PLAT RECORDED JULY 10, 2023 UNDER RECEPTION NO. 1313563, COUNTY OF SUMMIT, STATE OF COLORADO.

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

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

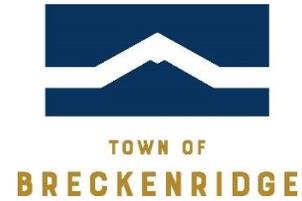
TOWN OF BRECKENRIDGE, a Colorado municipal corporation

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By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Breckenridge Town Council Members

From: Aubrey Ciol, Grants Administrator

Date: 9/19/2023 (For September 26th—TC Work Session)

Subject: Department of Local Affairs Strong Communities Planning Grant

The Town of Breckenridge Housing Department intends to submit an application with the Colorado Department of Local Affairs for the Strong Communities Planning Grant Program for preliminary testing— to include a geotech survey, environmental site assessment, and pit tests for future geothermal heating systems— and preliminary design of the Block 11 for-sale workforce housing development.

As required by the application process, the attached ordinance will authorize the submittal of the Strong Communities Grant application to the Department of Local Affairs requesting funding in the amount of \$200,000.00. Approval of this ordinance will also demonstrate the Town’s capability to provide the matching funds through an appropriation in the amount of \$20,000.

Staff will be available at the September 26th work session to answer questions.

COUNCIL BILL NO. ____

Series 2023

A BILL FOR AN ORDINANCE APPROPRIATING \$20,000.00 IN LOCAL FUNDS IN SUPPORT OF GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR STRONG COMMUNITIES PLANNING GRANT.

WHEREAS, the Strong Communities Planning Grant provides grants to local governments to promote the development of affordable housing that is driven by community benefits and that focuses on critical housing needs as identified by the local government;

WHEREAS, qualifying communities that have adopted qualifying housing strategies such as the Town of Breckenridge, are eligible to apply for funds to support an affordable housing development project directly; and

WHEREAS, the Town will use these grant funds to cover a portion of the costs associated with the overall master planning of the parcel currently known as Block 11 for master planning, soils testing and environmental site assessment purposes for the development future workforce housing.

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

Section 1. Town Council hereby approves the submission of an application to the Department of Local Affairs for the Strong Communities Grant requesting a grant in the amount of \$200,000.

Section 2. Town Council further approves the appropriation of \$20,000.00 to satisfy the requirement that the Town contribute 20% of the total project cost (the "Local Match").

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

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

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Town Council
From: Town Manager and Town Attorney
Date: September 26, 2023
Subject: Appointment of Town Attorney and Approval of Agreement

Per the Town of Breckenridge Charter, Article VIII, Town Council shall appoint a Town Attorney to serve as the legal representative of the Town. After successfully serving as the Town Attorney for an initial two-year period, the Town Council is being asked to approve the proposed Resolution to reappoint the Town Attorney and approve the associated terms and conditions in the attached Flat Fee Agreement.

The Agreement specifies the monthly flat monthly fee to be paid to the Town Attorney not only for the existing scope of services, but also for the anticipated additional scope of services due to growth in the housing division and for succession of the Breckenridge water portfolio. Per the Agreement, the Town Attorney will devote such time to the representation as is necessary to serve the Town and not increase the proposed fee for the proposed scope of work. The Town Attorney intends to hold standing office hours which will be on Tuesdays.

1 RESOLUTION NO. ____

2
3 SERIES 2023

4
5
6 **A RESOLUTION APPROVING A CONTRACT WITH THE TOWN ATTORNEY**
7 **ESTABLISHING THE TERMS OF REAPPOINTMENT.**
8

9
10 WHEREAS, the Town Charter, Article VIII, entitled Legal and Judiciary, Section 8.1,
11 provides, among other things, that the Town Attorney shall serve as the legal representative of
12 the Town;

13
14 WHEREAS, the Town Charter further states that the Town Council shall appoint and
15 establish the compensation of the Town Attorney;

16
17 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
18 BRECKENRIDGE, COLORADO:

19
20 **Section 1.** The Town Council hereby approves a Resolution reappointing the
21 Town Attorney upon the terms and conditions set forth in the attached Flat Fee Agreement.
22

23
24 RESOLUTION ADOPTED AND APPROVED this 26th day of September 2023.
25

26
27 ATTEST:

TOWN OF BRECKENRIDGE

28
29
30 _____
31 Helen J. Cospolich, CMC, Town Clerk

32
33 APPROVED IN FORM

34
35
36
37 _____
38 Town Attorney

Date

1 **AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

2 This Agreement for Professional Services is effective 4th day of October 2023, between
3 the Town of Breckenridge, a Colorado home-rule municipality (the "Town") and Kirsten Crawford
4 ("Town Attorney"), to perform legal services for the Town of Breckenridge for a flat fee as
5 described below.

6 **I. Scope of services.**

7 a. Existing scope: The Town attorney shall continue to provide legal services in the
8 following areas:

9 i. Provide day-to-day legal advice as needed by Town departments and divisions
10 including, but not limited to, community development, housing division, finance, human
11 resources, public works, town manager's office, and police.

12 ii. Attend council meetings, liquor and marijuana authority meetings, and meetings
13 of Town boards and commissions as requested by Town Council or Town Managers; and
14 provide annual trainings for newly elected and/or appointed members of boards and
15 commissions.

16 iii. Perform all transactional work for all Town departments and divisions, including,
17 but not limited to, drafting real estate transactions, development agreements, consulting and
18 professional services agreements, easements, licenses, etc.

19 iv. Oversee municipal prosecution with an emphasis on new regulations that may be
20 identified to support code enforcement.

21 v. Provide legal assistance and advice to departments and divisions in new policy
22 development, including drafting any proposed new regulations or amendments to existing
23 regulations, with emphasis on support and legal advice to community development staff to
24 manage development.

25 vi. Provide support and attend Town legislative policy committee meetings, review
26 all state bills that have an operational impact on the Town, provide resources and support to
27 advocacy organizations as requested by the Town.

28 vii. Hold weekly office hours which will generally be each Tuesday unless in the
29 professional judgment of the Town Manager and Town Attorney the time should be adjusted
30 due to business need.

31 b. Anticipated expansion in scope: The Town attorney further agrees to provide
32 legal services to support an identified expansion in need for legal services as follows: to
33 support the housing division including, amendments to all legal instruments that address the
34 relationship between landlord-tenant, including tenant leases, property management
35 agreements, and support to the housing division for anticipated staff training; to support the
36 anticipated cross-training and succession plan work between Town attorney and the Town's
37 water lawyer for Breckenridge municipal water, water infrastructure, snowmaking.

38 c. Exemptions; Exclusions.
39

1 i. This Agreement and the scope of services provided by the Town Attorney shall
2 not be interpreted to include litigation, special counsel work (other than the oversight of outside
3 counsel), municipal court prosecution of cases, or matters covered by the Colorado
4 Intergovernmental Risk Sharing Pool.

5 ii. If, during the term of this Agreement, there is an unanticipated significant
6 expansion of Town work or should an extraordinary matter arise, the Parties agree to enter
7 good faith negotiations to identify the new scope and any reasonable increase in the monthly
8 fee or hourly rate to be paid for the same.

9 **II. Flat Fee.**

10 The Town agrees to compensate the Town Attorney at a base amount of \$ \$21,916.00
11 per month ("Flat Fee"). The Town understands that it is not entering into an hourly fee
12 arrangement. This means that the Town Attorney will devote such time to the representation as
13 is necessary, but the Town Attorney's fee shall not be increased or decreased based upon the
14 number of hours spent except as otherwise provided in Section I c above. The Flat Fee
15 furthermore contemplates the Town's maximum contribution to professional development,
16 travel, and training.

17 **III. Costs and Services.** In addition to the Flat Fee above, the Parties agree as
18 follows:

19 a. The Town Attorney shall obtain and maintain professional liability insurance at no
20 cost to the Town.

21 b. The Town shall not pay for vacation, health benefits, sick leave or any other
22 benefit paid, given or provided to Town employee with the exception of any allowance granted
23 to other similarly situated independent contractors.

24 c. The Town shall not pay or withhold any sum for income tax, unemployment
25 insurance, social security or any other withholding pursuant to any law or requirement of any
26 governmental body, federal and state tax on any moneys earned pursuant to this Agreement,
27 workers' compensation benefits, or unemployment insurance benefits.

28 d. The Town shall continue paying the cost of Thompson Reuters publications and
29 online materials; provided, however, the Town Manager and Town Attorney will review the
30 existing contracts to determine whether there are cost-savings opportunities and will renegotiate
31 those existing contracts accordingly.

32 e. The Town shall provide a portable laptop computer and remote access to
33 software.

34 f. The Town shall pay for the cost of printing publications, recording fees, and costs
35 associated with printing work product developed for the Town.

36 g. The Town shall provide up to 8 hours/week of administrative support to include
37 updating, creating, and converting documents, printing, researching and locating documents,
38 and other similar work. If due to business and staffing needs, the Town determines it cannot
39 provide ongoing administrative support, the Town will then authorize the Town Attorney to

1 contract for up to 8 hours of administrative work and bill the Town at a rate of no more than
2 80.00 per hour.

3 **IV. Invoices.** The Town shall pay Town Attorney the monthly flat fee by the 15th of
4 the month following the month of services performed. Any additional services outside, as
5 described in c ii, the scope of the Flat Fee shall be paid within thirty (30) days of receiving an
6 itemized invoice from Town Attorney for such services. The Town Attorney reserves the right
7 to charge interest of one percent per month on any outstanding invoice.

8 **V. Conflicts Evaluation.** Before accepting any additional clients, the Town
9 Attorney shall evaluate whether there are any ethical constraints that would conflict with the role
10 of Town Attorney for the Town. The Town agrees that the Town Attorney may represent new
11 and existing clients in any matter that is not substantially related its work for the Town if it is not
12 directly adverse to the Town. In the event there is a directly adverse interest to the Town, the
13 Town Attorney shall not accept the client unless or until it consults with the Town and the Town
14 waives any conflict.

15 **VI. Term; Termination.** The term of this Agreement is one year from the effective date.
16 The Town Attorney understands and acknowledges that this Agreement may be terminated at
17 any time by the Town, without liability for breach, except liability for compensation due the Town
18 Attorney for services performed prior to the termination, and without the need for cause for the
19 termination.

20 **VII. Notices.** For purposes of administering this Agreement, any notices required to
21 be given shall be delivered as follows:

22

23 Town: Shannon Haynes, Manager
24 P.O. Box 168
25 150 Ski Hill Road
26 Breckenridge CO 80424

27

28 Contractor: Kirsten J. Crawford
29 671 Fairview Blvd.
30 Breckenridge CO 80424

31 Dated: _____

32 TOWN:
33 _____
34 Signature

TOWN ATTORNEY:

Signature

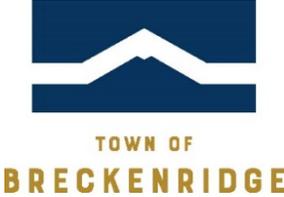
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Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 9/20/2023
Subject: Public Projects Update



Goose Pasture Dam Rehabilitation

The dam rehabilitation project continues on schedule and will be inspected for substantial completion on September 28, 2023 by the Colorado Dam Safety team. This project began in 2021 and has been constructed over three seasons with completion in November 2023. There is no recreational access to the Tarn during the construction. Public outreach for the project is ongoing through the project website: <https://www.townofbreckenridgegptd.com>.

Fiber 9600

We have completed the main fiber conduit construction on Ski Hill Road, Tiger Road to the Wayside, and Powder Ridge to the Ice Rink. The next few weeks, we will be pulling fiber through the conduits and splicing into the existing fiber network.

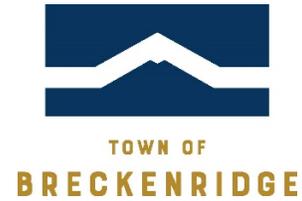
Workforce housing continues to be a priority for the fiber program, and we plan on having this infrastructure available to Alta Verde II, Justice Center, and Stables Village. We had successful project coordination meetings with the Justice Center Housing and Alta Verde II teams to make sure that the buildings will be ready for fiber and Allo services. The Allo team visited the Wayside to determine how to best serve this location with a Wi-Fi solution.

The Allo sales team has been reaching out to MDU's in town to garner more interest in fiber. We plan on wiring the following MDU's in 2023 and expect to add more: Blazing Saddles (28 units plus 6 businesses) and Hermit Placer (12 units), Forest House (26), Kingdom Park Townhomes (22). We are reaching out to residents, businesses, and HOA's along Ski Hill Road to see if there is interest in connecting to fiber while the contractor is in the area.

We have submitted a Letter of Intent to apply for grant funding through the Colorado Broadband Office (CBO). We are also looking at NTIA Middle Mile grants to help support these future construction efforts. We are exploring CBO Capital Project Funding in collaboration with Summit County and the Town of Blue River to bring fiber infrastructure to our unserved and underserved areas. We continue to monitor other funding opportunities and will apply for grants when we qualify.

Residents and businesses can learn more and sign up for service by navigating to:
<https://www.townofbreckenridge.com/live/town-projects-and-issues/breckenridge-broadband-project>
<https://www.allocommunications.com/locations/breckenridge/>

Available Project Funding	
2022 Capital Prior Spending Authority	\$2,724,219
2023 CIP	\$3,000,000
TOTAL	\$5,724,219



Memo

To: Breckenridge Town Council Members
From: Mobility Staff
Date: 9/19/2023
Subject: **Mobility Update**

Transit

Blue Route

Staff is holding a public meeting at 9:30am on Friday, the 22nd of September at Public Works to hear from residents that are impacted by the discontinuation of the Ski Resort's Blue Route. We have taken feedback already received to help us find the best route forward to meet our community's needs and will present it to this group on Friday for additional feedback. We intend to have a final recommendation to Council at the October 10th meeting.

In consideration of feedback that has already been received, the Ski Resort is agreeable to operate their daily high-demand bus from Beaver Run, onto Main Street, east on Jefferson, and south on to French St to the Ice Rink, then directly back via Highway 9/South Park Ave to Beaver Run. This route will run two hours in the morning and two hours in the afternoon, always in the same direction.

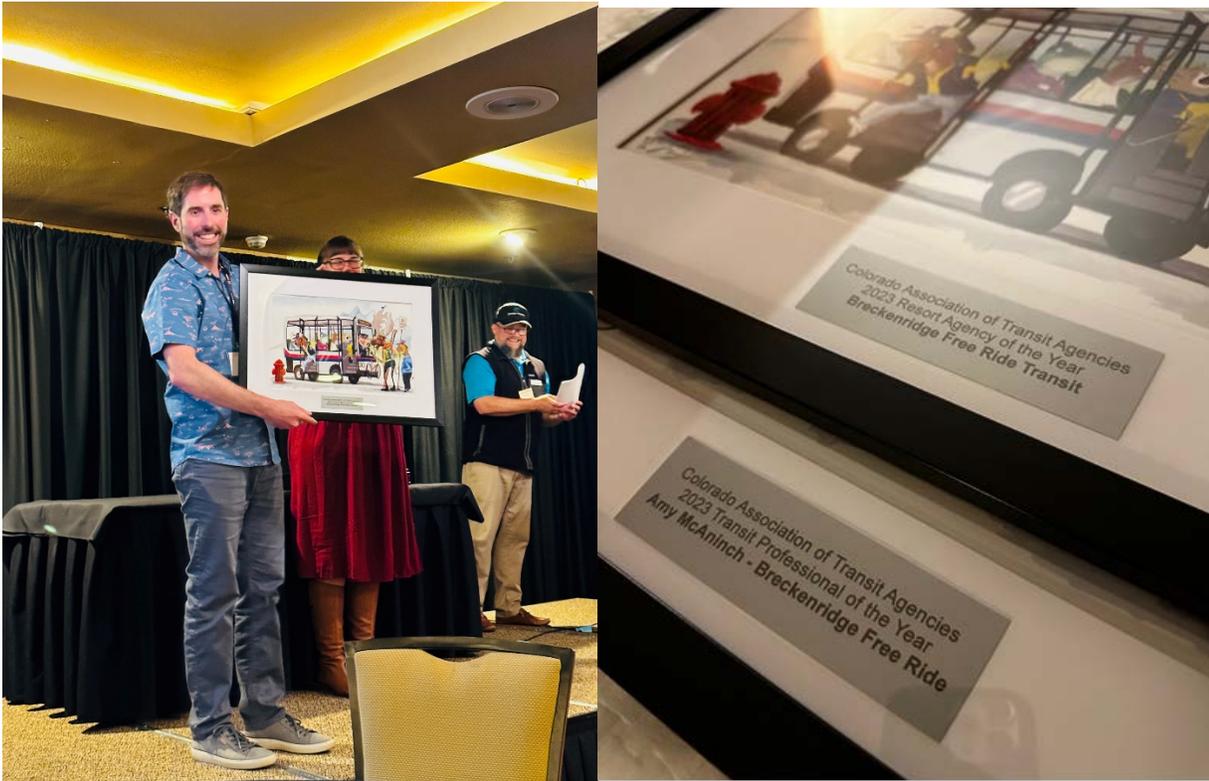
Free Ride Data

Over the last 30 days the Free Ride has offered 95% on time performance and 38,328 passenger boardings. Oktoberfest weekend Friday – Sunday saw ridership of 6,278 passengers, making this the busiest ridership weekend of the summer. The busiest bus stops over the weekend were Ice Rink, Peak 8, Main St. Station, and F-Lot.

The Free Ride's sustainability metrics over the last 7 days include 1,567 miles driven by Battery Electric Buses (BEB's) 481 gallons of diesel saved and 4 tons of CO2 avoided. A cost modeling estimate was completed by staff last week which shows a daily BEB fuel consumption cost of \$30-33 in electrical energy to run a 200-mile route. That same route operated by a diesel bus may cost up to \$180-200 in diesel fuel. Our experience with these buses has not all been on the positive side as one of the newest Proterra BEB's #9238 continues to be down with an issue from the factory. The Free Ride has not been able to regularly implement this bus into service yet and there is no estimated date for resolution to the issue. We've had many visits and attempts from Proterra to resolve the issue, none of which have been successful. We are considering a letter to Proterra requesting immediate resolution signed by our Town Manager and Attorney.

Colorado Association of Transit Agencies

Transit staff went to Crested Butte for the Fall CASTA conference last week where the annual State of Colorado transit awards are held. Free Ride received two awards. #1 – Resort Agency of the Year for Free Ride’s fleet electrification efforts and #2 – Amy McAninch won transit professional of the year for her service and outstanding contributions to the transit industry over the last 25 years. Both awards are highly competitive.



Snowstang

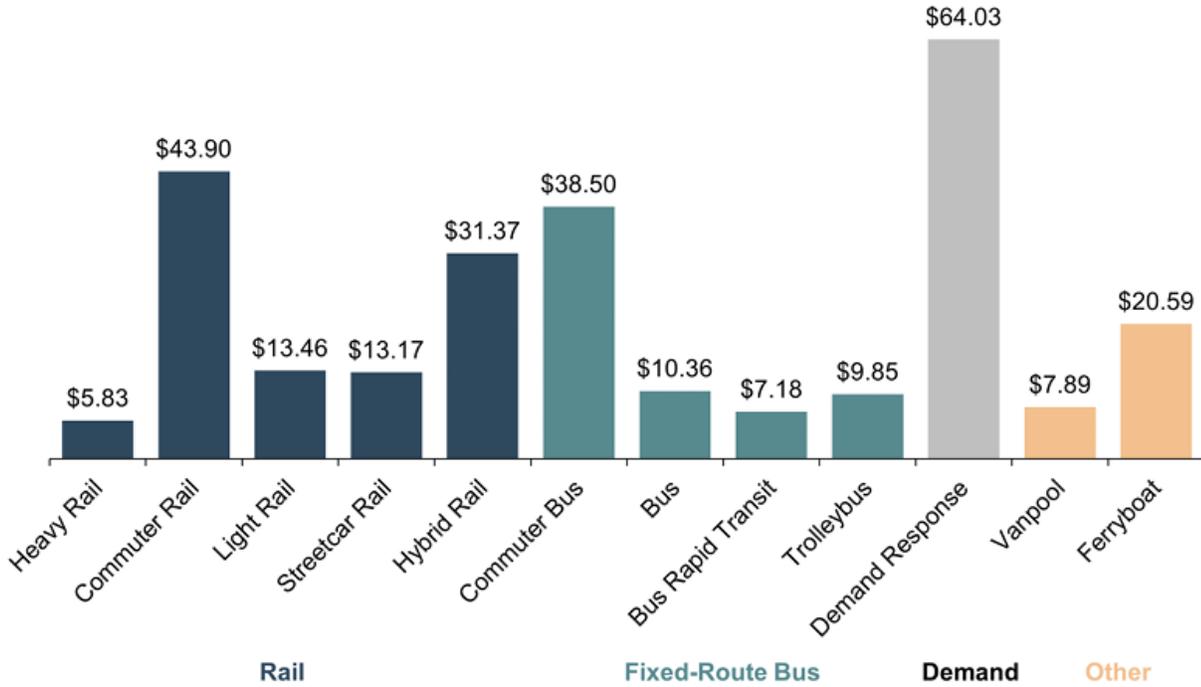
We received CDOT’s Letter of Interest to contract the Snowstang bus for the 2023/24 season. Last year, we negotiated a special one-year deal for a low cost of \$32,000 and BSR partnered with us to reimburse 50% of that cost, so the Town’s total cost last year was \$16,000. Last year saw just over 2,000 riders, which is a 48% load-factor, leaving room to grow this year.

Recognizing that we received a special rate last year, this year’s rate is the same as what other towns/resorts are paying for this service. The total cost this year is \$59,078, an 85% increase. We believe BSR will continue to be a partner in this program, helping to share the cost, and moving both of our sustainability goals by changing habits of drivers along the I-70 corridor.

While this increase in cost is substantial, the cost is in line with the national average for commuter transit buses. Even if ridership were not to increase, the cost is less than \$30 per UPT (Unlinked Passenger Trip). This number is well below the national average for commuter bus UPT costs of \$38.50. When factoring in all costs associated with Snowstang, the cost is in line with this average. Based on other Snowstang operations in their second year, we believe we can expect a 20-25% increase in ridership this year. This increase will bring the UPT cost to roughly \$24.

With that data and Council's goals to get people out of cars, it is staff's recommendation that we fund this program for another year to see how habits change and ridership improves. As was the case last year, any funds captured by the Fare Box that are over the amount to break even will be utilized to offset our financial commitment in the next year. Town staff will also work with CDOT staff to find other funding options in the future that relieves some of the burden from the Town and BSR.

For reference, this is the 2021 FTA chart for UPT by transit mode:



For reference, this is the Letter of Interest from CDOT:



September 8, 2023

Matt Hulseley, Assistant Public Works
 Director Town of Breckenridge
 1095 Airport Road
 Breckenridge, CO 80424
 Sent via email: matth@townofbreckenridge.com

Dear Matt:

I'm hoping you and the Town of Breckenridge had a wonderful summer season, but it is time to prepare for the Snowstang 2023-2024 season, and we look forward to partnering with you for another great season!

The purpose of this Letter is to provide you with important information for the 2023-2024 season and to obtain official confirmation of your participation.

Currently, we have identified the 2023-2024 season dates to be December 16, 2023, through May 5, 2024, with service on Saturdays, Sundays, and Holidays (excluding December 25).

Please note we do anticipate the Resort costs for Snowstang this season will be higher than the 2022-2023 season due to increased operating costs, mainly increased coach operator wages, fleet maintenance costs and demurrage rates.

As in prior years, CDOT will assume 40% of the cost of the Snowstang service and each Resort partner will assume 60% of the cost for their service. For the 2023-2024 season, The Town of Breckenridge's cost is anticipated to be **\$59,078.00**, payable in five (5) installments.

Like last year, any excess farebox revenue will be applied to your 2024-2025 contract and note that discounted lift ticket sales can be bundled with Snowstang tickets through our Betterrez ticket sales system!

Advertising for the 2023-2024 Snowstang service will begin this November and we are happy to share all marketing materials with you for your use in marketing the service.

Please respond to me brian.pokorny@state.co.us no later than by October 2, 2023, with the following information:

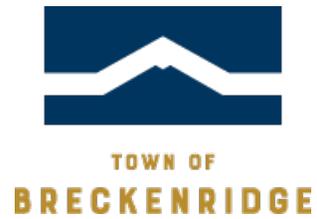
1. Confirm your participation in the 2023-2024 Snowstang service
2. Identify if you would like to sell discounted lift tickets with Snowstang tickets

If I can be of assistance to you or if you have any questions, please do not hesitate to contact me.

The CDOT Bus Ops Team looks forward to partnering with you again to deliver this valuable winter service to our State and to all your visitors and guests this 2023-2024 ski/snowboard season!

Warm regards,

Brian Pokorny



Memo

To: Town Council
From: Sustainability Staff
Date: 9/26/23
Subject: Sustainability Update

PAYT/URO

No updates since the 9/12/23 meeting.

Plastic Pollution Reduction

Staff is redesigning the Guide to Sustainable Serviceware per Councilmember Beckerman's comments at the September 12 meeting. We are removing plastics that can be recycled from the "best" end of the spectrum and instead referencing the local recycling guidelines.

Launch will be presenting their creative concepts for the plastic phase out to staff on Friday, September 29th.

Non-filer notices went out to businesses who have not filed a bag fee return and who have not submitted an exemption request form. All exemptions granted prior to 2023 must reapply for their exemption from bag returns. Many businesses were relying on old exemptions granted for thick plastic bags that are no longer allowed. Each quarter, Sustainability + Finance will work to get businesses into compliance or submit the 2023 [application for an exemption](#).

Materials Management

To manage e-waste and other household hazardous waste (HHW) that is collected from town enclosures, Staff has purchased two large containers to collect and store the material in the PW yard before recycling it through the HHW program at the SCRAP. Currently material is collected and stored in a disjointed manner. This new SOP will streamline the materials and free up building space for other uses.

Staff is working on making the invoicing process for the 2024 MMF billing cycle more user friendly and efficient. By utilizing functions within Xpress Bill Pay, Staff will develop a seamless process for enrollment, renewal, and tracking for all program users. These updates are scheduled to be completed by end of November in anticipation of the January rollout.

Climate Equity Plan

The Climate Action Collaborative has been working on an update to the Summit Climate Action Plan that is focused on improving diversity, equity, and inclusion related to climate programming. The Steering Committee met five times in 2022/23 and included representatives from Mountain Dreamers, FIRC, Breckenridge Grand Vacations, Summit School District, Growing Together, NWCCOG, and local governments. The Climate Equity Plan was presented to the Breckenridge Social Equity Advisory Commission in July and again in September, receiving the green light at the second meeting after addressing some of the feedback from the July meeting. Staff plans to bring the plan forward for Council's consideration this fall. It will serve as a lens through which climate programs will be evaluated to ensure all programs are designed for and inclusive of all community members. This will help spread the benefits of climate action to community members, but also will amplify the impact of climate action in the community.

Colorado Communities for Climate Action

CC4CA's Policy Committee leadership has begun initial discussions to establish a set of criteria for evaluating anticipated legislation around zoning preemption that might be introduced in the next session. The issues raised in the fight over SB23-213 remain unresolved and CC4CA is anticipating multiple legislative/policy efforts by some legislators and the Polis administration along the same lines in 2024. Policy Committee leadership and CC4CA staff want to initiate a high-level conversation about what the overall approach might look like so that they can be better prepared as these discussions resume and can potentially play a more proactive role in shaping the outcomes. Breckenridge Staff has been updating the Deputy Town Manager and Town Attorney with these efforts as CC4CA moves forward in these discussions. CC4CA is currently a consensus-based organization. If there is strong opposition to the position being taken, Council should advise Staff and we can raise the objection. Input from Council can help shape the position CC4CA takes, if any leadership understand that not all members will necessarily agree on a single direction. If there is no consensus, CC4CA will not take a position. [CC4CA's Policy Statement was adopted by the Board of Directors in June can be viewed here.](#)

Other Updates

Sustainability Staff presented at the Breckenridge Tourism Office's [BLB Partnership](#) Happy Hour on September 20, 2023. Topics included [plastic prohibitions](#), the [ResourceWise business program](#), and [Breckenridge E-Ride](#).

Upcoming Council Opportunities

HC3, Summit County government, and Recycle Colorado are hosting a forum about **Colorado's Producer Responsibility Program for Statewide Recycling** at the Keystone Policy Center, followed by a SCRAP Tour. Please RSVP for Oct. 4 from 9:30am-noon to learn more about this state recycling policy, understand the impacts to our local communities, ask questions of the nonprofit executing the program, and see an on-the-ground view of how recycling works in Summit County. **Colorado Speaker of the House Julie McCluskie and Colorado Senator Dylan Roberts** will be in attendance. This event is designed for elected officials and town/county managers and assistant managers; space is limited. [RSVP by September 15th](#). If you have more questions about Producer Responsibility and how it works, read more at [RecyclingForAllColoradans.org](#)

Summit's first **Climate Week** will take place October 2-6 with tours, speakers, and other community events. Breckenridge will be hosting a tour of Alta Verde I with a focus on electrification/net-zero and mobility. [More information can be found here.](#)

[Mountain Towns 2030 Climate Solutions Summit in Vail October 18-19](#) - Registration is open.

Housing Workgroup Meeting Minutes

September 12, 2023 - 10:30 to Noon

Agenda

1. Fannie Mae / Freddie Mac Funding Update - Darci
2. Corum Usage of Wayside / Loge Room
3. Fines, Collection, Appeals for DR Properties
4. Lease to Locals Program Update / Continuation
5. Justice Center Update / Wait List
6. Stables Village Project Update (including sewer line option)
7. French Creek Transfer DR
8. SCHA Annual Monitoring to Start September 18th
9. Buy Down Update (lottery parameters)
10. Housing Helps Update
11. Other Items

NOTE: Workgroup Comments / Minutes from the 9/12/2023 meeting are highlighted in a text box on pertinent slides. Attendees - Dick Carlton, Shannon Haynes, Rick Holman, Scott Reid, Mark Truckey, Julia Puester, Melanie Leas, Darci Henning and Corrie Burr.

Fannie Mae / Freddie Mac Ineligible Projects

Fannie Mae will not purchase or securitize mortgage loans that are secured by units in certain condo or co-op projects if those projects have characteristics that make the project ineligible. Some of the list affecting Buy Down / Housing Helps properties if in a condo / townhome situation:

1. Is primarily transient in nature;
2. offers hotel type services (including those offered by or contracted through the HOA or management company) or characteristics such as registration services, rentals of units on a daily or short-term basis, daily cleaning services, central telephone service, central key systems and restrictions on interior decorating;
3. is professionally managed by a hotel or resort management company that also facilitates short term rentals for unit owners or projects with management companies that are licensed as a hotel, motel, resort or hospitality entity;
4. is marketed as a hotel, motel, resort or investment opportunity;
5. 75% or more of the units are owned as investment and second home occupancy;
6. advertisements for daily or short-term rental rates;
7. location of the project is in a resort area;

NOTE: Buyers are having issues with getting certain properties financed with condos that have STR and HOA managed by the same entity. The mortgage underwriters see these as a "transient" property and makes it non-fundable by Fannie and Freddie. They don't want to invest in the property as they are not in the business of transient properties; they are in the business of providing homes on a permanent basis. The Committee asked if we could have a list of property managers that don't do STR in addition to HOA management and focus Buy Downs on those properties. The buyer can do a portfolio loan with local banks, but usually have a higher interest rate. Could we educate the property managers? This needs to be checked with any buy down property. Let's learn a little more about this situation and dive into financing to help facilitate easier funding for buyers.

When one property management company manages Short Term Rentals and Homeowners Associations it is more difficult to finance condos and townhomes.

Fines, Collection, Appeals and Criminal Prosecution for Deed Restriction Violations

- The Housing Staff is working through the process of fining homeowners in violation of their covenant which includes an appeal option for administrative fines, collection option and criminal prosecution through municipal court. The number of violations currently being handled is very small.
- We will be monitoring approximately 800 homeowners for 2023.



NOTE: staff wanted to make the Workgroup aware of deed restriction violations moving to a prosecution level at this point. There are 4 true violations the Town Housing Division is working through, along with 7 owners that did not respond to annual monitoring in 2022.



Lease to Locals 2023 Update

Number of Properties for Breck Only - 26

Number in UBB (unincorporated SC) - 19

Number of Y2 Extensions in Breck - 16

STR License reimbursement total - \$25,948.68

2023 Spend (including split of UBB) - \$279,000

2024 Committed Spend (including split of UBB)- \$116,000

Total in Unincorporated SC - 87 properties since the start of the program

NOTE: The workgroup does not want to continue the program, so we can be true to the commitment of being a pilot program and temporary. No additional homeowners in the program and no extension of leases after today (only fulfill existing commitments). BOCC is discussing this today.

Questions:

1. Do we want to continue any version of Lease to Locals into 2024 besides paying current contracts that end in 2024?
2. If we are NOT extending the program for new leases in 2024, do we want to allow current homeowners in the program to extend their current leases into 2024? 2025?

The Summit County Lease to Locals program has successfully housed 274 local workforce since it started. 40 homeowners renewed for an additional year! Average rent in the second year is \$1,315 / bedroom.

Verbal Updates

Justice Center Update and Wait List Info

Stables Village Project Update (including sewer line option)

NOTE: There are currently 2 interested renter lists, Town and County. Town has 252 interested renters on the list as of today. Housing was not aware of the County starting a list and there was pressure to get a list opened, so we ended up with one for each entity. We will work to merge and have 1 moving forward. DOLA grant requires that 50% of the units be 80% income restricted, the remaining 50% is still in discussion for income and rent. Justice Center is in water mitigation status due to heavy rains a few weeks ago. Confidence in the building being fully water / mold free. They are working through some survey line issue and the location of Kingdom Park Townhomes.

Stables Village - use other sewer line discussed at council (stays on the Stillson parcel until going across the road). No closures on Wellington Rd except for Xcel (2 days). Most likely down to one lane. Bring sewer line down to the "Blue Line" on the map and not going past that. Redo locates of utilities before we can do the sewer. Much shorter delay than what was expected. Highly likely we can get an easement from Xcel

Deed Restriction Transfer

We have a request from a current deed restricted homeowner in French Creek to transfer their deed restriction to another property as the owner is living in the property and is NOT a qualified occupant.

The current property is a 3-bedroom, 2-bath, single family home with 960 sq feet in French Creek (Magnum Bonum). The proposal is a single-family home at Lake View Circle that is also a 3/2, but is 1,467 sq feet. The buyers at Lake View Circle applied for a light deed restriction through Housing Helps and is willing to work with the French Creek homeowner to achieve the same deed restriction.

Is the Workgroup supportive of this transfer?



NOTE: This situation changed from slide design to meeting, and the homeowner is not still considering this change (although it is going through Housing Helps instead). The Workgroup still discussed transfers and agreeable situations. The workgroup would currently only consider a transfer on this one with a property with similar proximity to town (walk-able) along with size, number of bedrooms etc..

We have transferred / released 40 deed restrictions over the years for various reasons.

Buy Down Update

2023 Sales									
RED = Sold									
BOLD = under contract									
	Purchase Date	Purchase Price	Projected Date	Projected Price	Beds	Bath	Total Cost of Buy Down	Cost per bedroom	
High Tor #9	6/3/2022	\$725,949.32	3/1/2023	\$423,278.47	2	2	-\$302,670.85	-\$151,335	-41.69%
58 Magnum Bonum	10/3/2022	\$817,760.19	1/10/2023	\$532,475.94	3	2	-\$285,284.25	-\$95,095	-34.89%
Highland Greens 309	3/30/2022	\$402,353.10	4/28/2023	\$380,030.50	1	1	-\$22,322.60	-\$22,323	-5.55%
Grandview B10 (KV)	10/4/1991	\$1.00	9/15/2023	\$350,000	1	1			
Grandview B9	3/31/2022	\$636,151.30	4/28/2023	\$304,752.10	1	1	-\$331,399.20	-\$331,399	-52.09%
Tannhauser II, Unit 10	4/25/2022	\$650,246.52	3/22/2023	\$330,291.15	1	1	-\$319,955.37	-\$319,955	-49.21%
Wildflower A110	5/5/2022	\$550,166.92	3/29/2023	\$293,911.03	1	1	\$293,911.03	\$293,911	53.42%
Blazing Saddles (construction)	5/13/2022	\$520,372.50	2023	\$300,000	1	1	-\$220,372.50	-\$220,373	-42.35%
Grandview C3 (SG)	4/22/2022	\$810,085.71	9/15/2023	\$476,545	2	2	-\$333,540.71	-\$166,770	-41.17%
Val d'Iserre 109 (SG)*	4/9/2008	\$0.00	2023	\$315,000	1	1			
Val d'Iserre 111	6/26/2019	\$336,768.00	6/30/2023	\$262,266.41	1	1	-\$74,501.59	-\$74,502	-22.12%
Val d'Iserre 207 (KV)*	4/23/2021	\$425,000.00	2023	\$350,000	1	1	-\$75,000.00	-\$75,000	-17.65%
Val d'Iserre 308	8/18/2008	\$0.00	5/26/2023	\$261,297.32	1	1			
Sky Park 207 (SG)	6/12/2021	\$422,363.89	9/1/2023	\$284,120.00	1	1	-\$138,243.89	-\$138,244	-32.73%
Highland Greens 205	3/27/2020	\$400,803.10	5/5/2023	\$380,180.48	1	1	-\$20,622.62	-\$20,623	-5.15%
Peak 8 Village E42 (KV)	10/18/2021	\$735,372.39	9/1/2023	\$466,100.00	2	2	-\$269,272.39	-\$134,636	-36.62%
Ptarmigan 305	4/22/2008	\$226,229.50	7/17/2023	\$279,449.32	1	1			
Gold Camp A48	4/29/2022	\$814,673.89	2/24/2023	\$503,824.87	2	2	-\$310,849.02	-\$155,425	-38.16%
		\$8,474,297		\$6,493,523	24		-\$2,410,123.96	-\$100,422	-26.14%
							\$1,000,000.00	Sold Asset Revenue(4)	
							-\$1,410,123.96	-\$58,755.17	25.04%
2023 Acquisitions									
	Purchase Date	Purchase Price	Sale Date	Sale Price	Beds	Bath	Cost of Buy Down	Cost per Bedroom	
Forest Haus 201*	5/3/2023	\$699,559	9/15/2023	\$485,000.00	2	1	-\$214,559	-\$107,279	-30.67%
Villas at Swans Nest 1904	4/25/2023	\$827,476.66	6/29/2023	\$612,175.06	2	2	-\$215,301.60	-\$107,651	-26.02%
Villas at Swans Nest 1903	6/1/2023	\$865,000		\$665,000.00	2	2	-\$200,000	-\$100,000	-23.12%
Villas at Swans Nest 606	6/29/2023	\$860,000	9/29/2023	\$645,000.00	2	2	-\$215,000	-\$107,500	-25.00%
Avalanche Condo, F*	7/20/2023	\$620,000	9/19/2023	\$515,000.00	2	2	-\$105,000	-\$52,500	-16.94%
Villas at Swans Nest 1805	9/15/2023	\$860,000	2023	\$650,000.00	2	2	-\$210,000	-\$105,000	-24.42%
Charon PinesCondo #52	9/21/2023	\$770,000	2023	\$575,000.00	3	2	-\$195,000	-\$65,000	-25.32%
					15		-\$1,354,860	-\$90,324	-24.50%
* currently for sale							-\$2,764,984		
				Buy Down 2023 budget			\$3,274,200		
				Remaining 2023 budget			\$509,216		

We have 9 properties closing in September alone (selling and buying).

Housing Helps Update

- We have funded or are currently committed to funding 18 HH for 2023. The County is splitting 8 of them.
- Total committed funds from the town is \$1,930,431.
- The budget / goal is 2.5M with 20 properties in 2023.
- More applications coming in every week.



Other

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 231 021 774 014

Passcode: F3h6RP

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City

Phone Conference ID: 598 723 461#

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NOTE: UBSD 2 units going to TC on 9/26. Doesn't need density due to being on utility land, DR will state it can never be sold since density would be required to sell to a private entity. If this were to come up in the future, they would need to pay the price of density at the time (to get out of it). If we need any waivers, we can do this as a credit (soft cost for both), charge retail in the form of a credit. No water credit, planning & building fees could be exchanged. The benefit to the Town is paving the parking lot, details being worked out.



Breckenridge Social Equity Advisory Commission
September 18, 2023, 7:30am

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

I. Call to Order

Roll Call

Present: June Walters, Eliana Crabb, Laurie Morocco, Jordan Burns, Tahja Grier, Carol Saade, Silvia Vicuna,

Absent: Jason Smith, Joyce De La Torre

Discussion/Approval of Agenda

Tahja Grier motion to approve; Jordan Burns seconded.

Discussion/Approval of the Minutes

Carol Saade sought clarification in the previous minutes regarding attendance discussions. It was decided not to note reasons for absence to maintain consistency with other commissioners.

June Walters motion to approve with corrections.

II. Public Comment (Non-Agenda Items)

Terrin Able, Recreation Programs Manager, introduced herself and requested a meeting with the Outreach & Engagement subcommittee to explore outreach opportunities for Recreation programs.

III. Community Partner Presentation

Breck Create Social Equity Update (Presented by Karlie McLaughlin, Director of External Relations and Avery Glassman, Director of Programs & Special Projects)

Breck Create is dedicated to integrating Social Equity into its core programs year-round. This commitment involves amplifying the narratives and voices of diverse and often marginalized communities throughout various aspects of our programming. We emphasize inclusivity by intentionally incorporating diverse perspectives and participation beyond specific celebration periods, such as Black History Month, Pride, or Hispanic Heritage Month, while also recognizing

the significance of these occasions. Our aim is to program with an inclusive lens that extends to all communities, fostering a more equitable and diverse cultural landscape.

The discussion revolved around several key points:

- *Dia de los Muertos Kick-off:*
 - *On Friday, October 13th, there will be a kick-off event for Dia de los Muertos, with involvement from regional partners in Denver. BCA is also seeking more local engagement for this event and wants to do more throughout Hispanic Heritage Month (HHM) and have a more holistic month long.*
- *Airstage Installation:*
 - *A local artist will be involved in creating an Airstage installation with interactive elements for elementary school kids. This installation will tour local schools from October 5th to 13th.*
- *In-school Programming:*
 - *BCA recognizes the challenge some face in coming to the Arts District campus and has artists in residence teaching at Snowy Peaks.*
 - *This inclusive approach extends to all levels of schools across the county, with initiatives like the Mexican Cultural Center at Summit Middle School and the Airstage installation visiting nearly all elementary schools.*
- *Upcoming Exhibition:*
 - *Stephanie Mercado: The Seeds of Dreams*
 - *Stephanie Mercado is an out-of-town artist collaborating with locals and partnered with Mountain Dreamers. Her work, featuring 5 portraits, opens on October 5th and will travel after closing.*
 - *In Plain Sight: Queer Rural Narratives from the Water + the Land*
 - *Is a Queer Exhibition planned for January 27th to February 28th, featuring art displays and potentially programming, running through Black History Month.*
- *Riverwalk Series Programming:*
 - *We're actively promoting diverse perspectives and performers while fostering community partnerships to engage audiences that resonate with these artists.*
 - *An example of this is our collaboration with Tig Notaro on September 28th in partnership with Mountain Pride.*
- *In-Kind Facility Usage Grant Process in English and Spanish:*
 - *BCA is managing the in-kind grant process in both English and Spanish, opening new possibilities for grant applications.*
- *Challenges:*
 - *Challenges discussed include location and accessibility, and the possibility of expanding programming outside of Breckenridge.*
 - *Specifically asked: What can Breck Create do to continue progress toward overcoming barriers and effectively using its resources in support of the commission's goals?*
- *BSEAC Feedback:*
 - *BCA is open to feedback from the BSEAC.*
 - *Exploring ways to collaborate with the Celebrating Diversity subcommittee and include BCA in this subcommittee.*
 - *BCA aims to use commissioners to amplify their messaging.*

- Translation of event information; Tamara Nuzzaci Park (BCA) noted that they need to determine how they can fund Spanish translation.
- Silvia Vicuna suggested they use Spanish radio.

IV. Staff Summary

Climate Equity Plan (Presented by Jessie Burley and Jess Hoover from HC3)

In 2019, the TOB adopted a Climate Action Plan as part of their commitment to addressing climate change. However, the COVID-19 pandemic revealed the necessity of developing a Climate Equity Plan to understand the specific impacts of climate planning on underserved communities.

Initially, the Equity Plan was presented in July, but it was noted that it lacked specific details. Several initiatives were discussed in the meeting:

- *Energy Smart Colorado: This program, which has been operating since 2012, primarily focused on assisting single-family homeowners and individuals who could access its services. It aimed to reduce energy bills and make homes more comfortable. Previously, the HC3 (High Country Conservation Center) could only reimburse up to \$400 for a project. To enhance the program, local partners, including municipalities, were asked to help fund projects with up to \$4,000 in support.*
- *Solarize Summit: Municipalities supported this program to reduce energy bills through bulk purchases of solar panels. The discussion revolved around how to expand this program to benefit more lower-income households.*
- *Electrification: The discussion focused on offering extra incentives, beyond federal rebates, for cold air heat pumps. A proposed incentive was a \$10,000 rebate or voucher for individuals who qualified based on their income. A grant application had been submitted to fund this program.*
- *Climate Action Campaign: There was consideration for launching a campaign specifically targeting non-English speakers and other underserved communities to increase awareness and engagement in climate action. The BSEAC (Board of Sustainability and Environmental Advisory Committee) sought approval for the Climate Equity Plan before presenting it to the Town Council.*
- *Transportation: The meeting explored providing credits for e-bikes to encourage their use for commuting, with the state also having an e-bike rebate program. Concerns were raised about whether a home rebate would affect future buyers, but it was clarified that this would not be the case, and even the same homeowner could apply for another rebate in subsequent years.*
- *Low Bill Incentives: Questions were raised about the incentives for individuals with already low energy bills. It was suggested that they consider signing up for Xcel's renewable energy program.*

- *Housing Assessment: The Housing Assessment was discussed in the context of informing this work/program. It was important to consider how these programs could benefit individuals in mobile home parks. The NWCCOG (Northwest Colorado Council of Governments) CARE program and Weatherization program, which serve people with incomes less than 80% of the Area Median Income (AMI), were mentioned. It was noted that NWCCOG did not allow repeat use of the Weatherization program.*
- *Community Guidance: The importance of helping the community navigate through these programs and federal forms was highlighted as a crucial aspect of their success.*
- *High Country Conservation Upcoming Events:*
 - *October 2nd-5th Climate Action Week: LED Lightbulb Giveaway*
 - *October 2nd Electric Vehicle Ride and Drive (Frisco Adventure Park 3:30-6:30pm)*
 - *October 3rd Alta Verde Tour (Alta Verde 10-11am)*
 - *October 5th Stump the HC3 Staff (Frisco Recycling 12-2pm)*
 - *October 5th Tapped Out, Water Issues that Unite and divide Western communities (CMC 7-8:30pm)*

V. Social Equity Discussion

Celebrating Diversity

The group did not meet; they are still working on creating HHM videos.

Community Influence & Education

They are currently sourcing videos for BSEAC University and awaiting a response from CSU regarding content usage. Additionally, they are in the process of creating a plan for the BSEAC Mission Statement video.

Community Outreach & Engagement

They are discussing effective communication strategies, planning to craft a vision statement, and inviting Brooke Attebery to the upcoming meeting.

Immigration Rights & Advocacy

The subcommittee is creating system defining processes for translation, etc. to improve outreach and is working on a checklist/flow chart for engaging the Hispanic community. Mountain Dreamers has also joined the meetings.

Civic Engagement

The subcommittee is actively exploring ways to quickly engage with the community, including conversations around housing affordability and other town matters. They are planning activities like CMC cooking and pottery classes to find inexpensive and accessible ways to engage people. Their next step is to hold the first community meetings (coffee talk/ happy hour) in October. Mack is coordinating with Crown and RMU for dates and collaborating with Brooke Attebery on naming the event/marketing. The group will brainstorm ideas for marketing and focus on specific topics.

Other key points include:

- *Introducing the commission and mentioning other events and activities like BCA.*

- *Partnering with other commissions and community partners, such as HC3.*
- *Collaborating with the events committee to promote initiatives and ensure reciprocity.*
- *Considering engagement with Broken Compass, etc.*
- *Exploring non-alcohol options for community engagement.*

VI. Upcoming Council Items

Shannon Haynes discussed Town Tax Code Exemptions, suggesting the removal of taxes on menstrual care and incontinence products. She also mentioned the upcoming Breck E-Bike analysis and proposal for 2024. Jordan Burns raised various council topics, expressing a preference for the first design of Schoonover due to its community gathering potential and considering parking options at the airport for the unsheltered summit.

VII. Other Matters

Jordan Burns raised the question of whether any restaurants offer menus in Spanish, emphasizing the need to promote bilingual accessibility. Eliana Crabb will engage with the Breckenridge Restaurant Association on this issue.

Shannon Haynes discussed the topic of BOLT and highlighted the importance of understanding how non-minority businesses perceive it. The group brainstormed potential actions, such as providing opportunities to all businesses. Shannon expressed concerns about government channels favoring certain businesses and planned to consult with Lucy Kay regarding BTO's role in addressing these concerns.

In other matters, there was a suggestion to move public comments to the end of the agenda.

Recording:

https://us02web.zoom.us/rec/share/qnY7POE-Gms5o_wl2oTOAuNp750byivLT-WtsREqTxBxtZXUzss4QsF3RU4IWMRg.kmG4kZGovEepORG0?startTime=1695042648000

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TOWN OF
BRECKENRIDGE

August 31, 2023

Department of Finance



Executive Summary

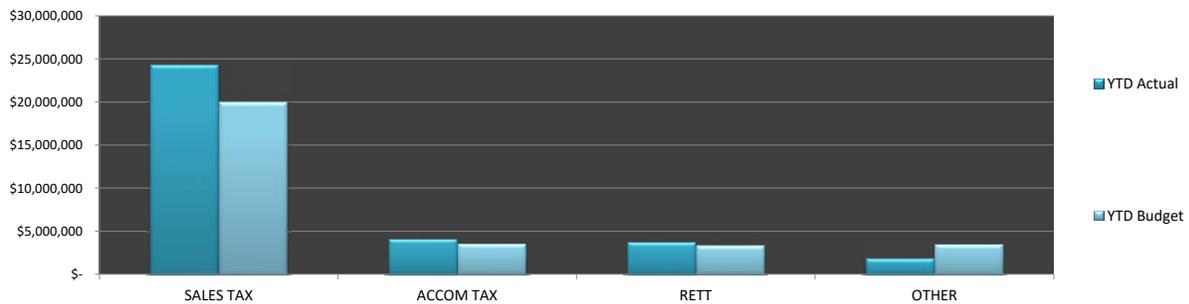
August 31, 2023

This report covers the 8 months of 2023. July is largely reflective of August tax collections

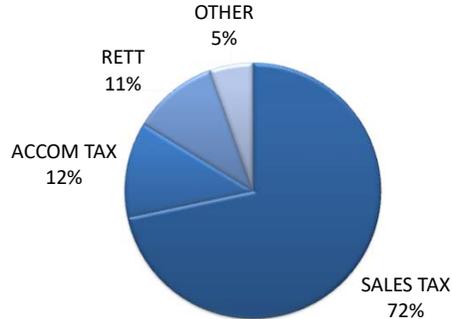
Overall, we are approximately \$3.5M over 2023 budgeted revenues in the Excise fund. Sales tax is currently \$4.2M over YTD budget, and \$1M ahead of prior year. Accommodations tax is \$.5M ahead of budget, and \$.1M behind from last year. Real Estate Transfer Tax is \$.3M ahead of budget, and \$1M behind prior year.

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

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 24,247,263	\$ 19,972,545	121%	\$ 32,551,152	\$ 23,250,573	\$ 34,470,250
ACCOMMODATIONS TAX	4,086,442	3,550,521	115%	5,476,500	4,243,013	6,224,551
REAL ESTATE TRANSFER	3,648,793	3,297,779	111%	5,405,283	4,618,893	6,872,481
OTHER*	1,852,786	3,446,542	54%	5,351,055	559,847	1,024,037
TOTAL	\$ 33,835,284	\$ 30,267,387	112%	\$ 48,783,990	\$ 32,672,327	\$ 48,591,318

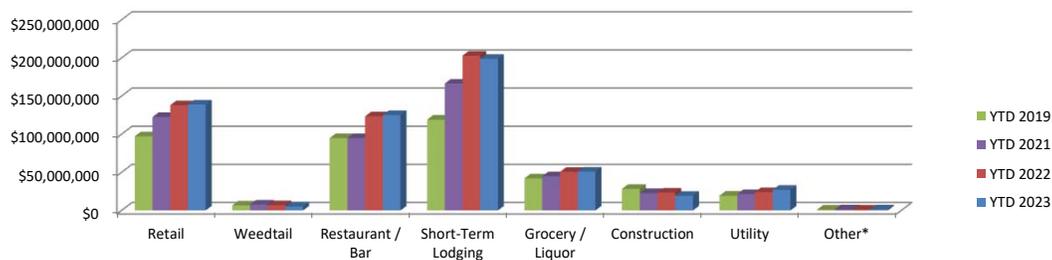
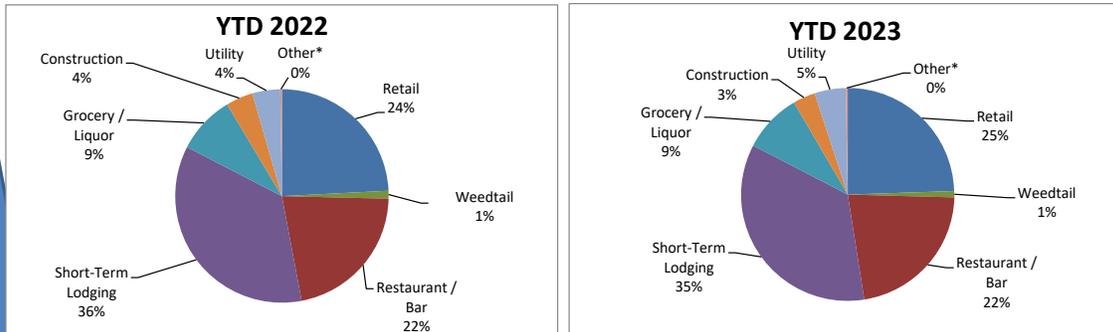
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics: July 2023

Net Taxable Sales by Industry-YTD

Description	YTD 2019	YTD 2021	YTD 2022	2022		2022/2023		2023
				% of Total	YTD 2023	\$ Change	% Change	% of Total
Retail	\$97,296,494	\$122,637,322	\$138,082,516	24.19%	\$138,852,136	\$769,620	0.56%	24.49%
Weedtail	\$6,519,444	\$7,811,049	\$6,807,586	1.19%	\$5,349,604	(\$1,457,982)	-21.42%	0.94%
Restaurant / Bar	\$94,882,881	\$94,976,496	\$123,420,392	21.62%	\$125,184,810	\$1,764,418	1.43%	22.08%
Short-Term Lodging	\$119,055,925	\$166,418,036	\$202,954,325	35.56%	\$198,825,545	(\$4,128,780)	-2.03%	35.07%
Grocery / Liquor	\$42,103,686	\$44,818,925	\$50,554,726	8.86%	\$50,842,963	\$288,238	0.57%	8.97%
Construction	\$28,335,902	\$22,745,534	\$23,505,510	4.12%	\$19,242,389	(\$4,263,121)	-18.14%	3.39%
Utility	\$19,353,277	\$21,403,536	\$24,168,346	4.23%	\$27,066,016	\$2,897,670	11.99%	4.77%
Other*	\$1,062,492	\$1,389,396	\$1,295,268	0.23%	\$1,540,529	\$245,261	18.94%	0.27%
Total	\$408,610,101	\$482,200,293	\$570,788,669	100.00%	\$566,903,992	(\$3,884,677)	-0.68%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



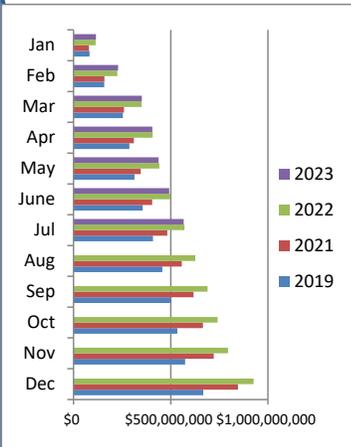
New Items of Note:

- July YTD net taxable sales are currently behind of YTD July 2022 by .68%.
- For July YTD 2023, there were increases in Retail (.56%), Restaurant/Bar (1.43%) Utilities (11.99%), Grocery/Liquor (.57%), and decline in Weedtail (-21.42%), Short-Term Lodging (-2.03%), Construction (-18.14%), compared to July YTD 2022.
- July YTD 2023 is ahead of July YTD 2019 by 38.74%.

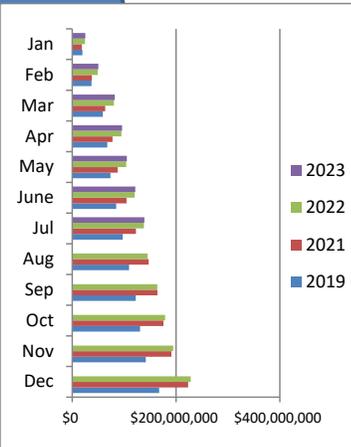
Historical Notes:

- Due to COVID-19, on March 16th, 2020 Town-Wide business closures/operating limitations went into effect. On November 22, 2020 indoor dining closed due to Summit County entering level red on the State COVID 19 dial dashboard on November 20th. Restaurants started reopening for indoor dining on December 18, 2020 through the five star certification program.
- By executive order, Town bag fees were waived for large grocers during the COVID-19 pandemic March 27, 2020 - September 9, 2020, and again November 19, 2020 - April 28, 2021.
- Short Term Lodging taxes are generally remitted based on reservation date.
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation.
- A section on Disposable Bag Fees was added in 2014.
- A section on Short Term Rentals was added in 2018.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

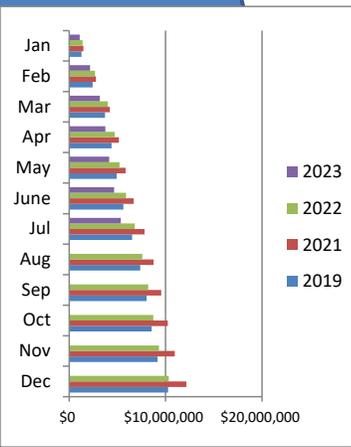
Net Taxable Sales by Sector-Town of Breckenridge Tax Base



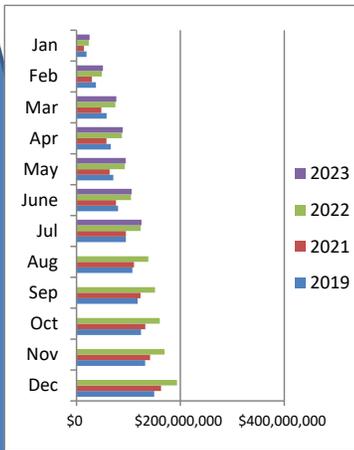
Total Net Taxable Sales						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$82,299,822	\$79,027,302	\$113,608,612	\$115,028,892	1.25%	39.77%
Feb	\$75,794,630	\$79,746,002	\$111,338,870	\$113,768,949	2.18%	50.10%
Mar	\$95,163,229	\$100,237,930	\$125,726,058	\$122,599,501	-2.49%	28.83%
Apr	\$33,990,319	\$50,992,310	\$56,511,723	\$53,538,366	-5.26%	57.51%
May	\$26,568,743	\$35,688,712	\$34,483,662	\$32,167,563	-6.72%	21.07%
Jun	\$41,037,437	\$58,731,249	\$56,232,384	\$55,402,381	-1.48%	35.00%
Jul	\$53,755,920	\$77,776,788	\$72,887,360	\$74,398,341	2.07%	38.40%
Aug	\$48,082,114	\$74,672,063	\$55,896,860	\$0	n/a	n/a
Sep	\$44,879,428	\$60,889,972	\$62,998,858	\$0	n/a	n/a
Oct	\$32,297,945	\$48,311,322	\$51,432,941	\$0	n/a	n/a
Nov	\$39,928,187	\$55,302,668	\$53,834,073	\$0	n/a	n/a
Dec	\$93,927,177	\$124,953,304	\$131,392,324	\$0	n/a	n/a
Total	\$667,724,951	\$846,329,622	\$926,343,724	\$566,903,992	-38.80%	-15.10%



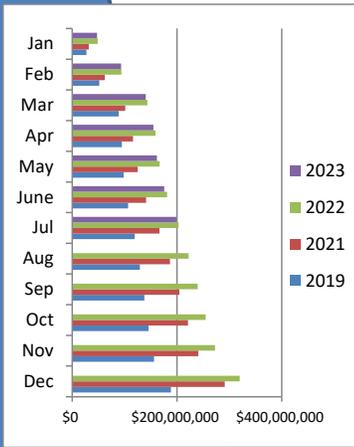
Retail						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$19,611,835	\$18,326,302	\$24,325,071	\$25,157,702	3.42%	28.28%
Feb	\$17,374,017	\$19,257,919	\$24,774,629	\$25,052,192	1.12%	44.19%
Mar	\$21,694,451	\$25,929,715	\$31,201,934	\$31,486,743	0.91%	45.14%
Apr	\$8,706,284	\$13,935,382	\$14,391,519	\$14,201,048	-1.32%	63.11%
May	\$6,284,885	\$9,993,979	\$9,126,741	\$9,196,235	0.76%	46.32%
Jun	\$10,800,684	\$17,029,901	\$16,357,850	\$16,168,702	-1.16%	49.70%
Jul	\$12,824,337	\$18,164,123	\$17,904,772	\$17,589,514	-1.76%	37.16%
Aug	\$12,049,046	\$24,629,017	\$6,889,541	\$0	n/a	n/a
Sep	\$13,039,738	\$16,791,359	\$18,781,996	\$0	n/a	n/a
Oct	\$8,177,952	\$11,785,796	\$15,162,625	\$0	n/a	n/a
Nov	\$10,978,771	\$15,248,679	\$15,611,006	\$0	n/a	n/a
Dec	\$25,851,630	\$32,357,770	\$33,640,798	\$0	n/a	n/a
Total	\$167,393,631	\$223,449,942	\$228,168,482	\$138,852,136	-39.14%	-17.05%



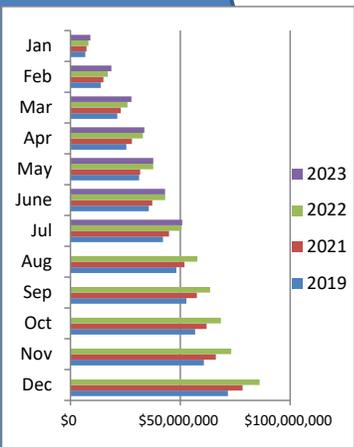
Weedtail						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$1,278,628	\$1,478,465	\$1,390,691	\$1,085,499	-21.95%	-15.10%
Feb	\$1,143,834	\$1,294,638	\$1,290,570	\$1,071,374	-16.98%	-6.33%
Mar	\$1,291,752	\$1,441,196	\$1,310,491	\$1,021,416	-22.06%	-20.93%
Apr	\$682,583	\$942,276	\$732,968	\$577,496	-21.21%	-15.40%
May	\$525,557	\$695,750	\$499,512	\$382,445	-23.44%	-27.23%
Jun	\$691,544	\$841,867	\$670,484	\$513,462	-23.42%	-25.75%
Jul	\$905,548	\$1,116,858	\$912,870	\$697,911	-23.55%	-22.93%
Aug	\$845,682	\$936,140	\$777,363	\$0	n/a	n/a
Sep	\$658,693	\$802,336	\$611,456	\$0	n/a	n/a
Oct	\$536,078	\$665,889	\$529,983	\$0	n/a	n/a
Nov	\$605,820	\$737,780	\$581,583	\$0	n/a	n/a
Dec	\$1,088,987	\$1,195,620	\$1,014,636	\$0	n/a	n/a
Total	\$10,254,704	\$12,148,814	\$10,322,606	\$5,349,604	-48.18%	-47.83%



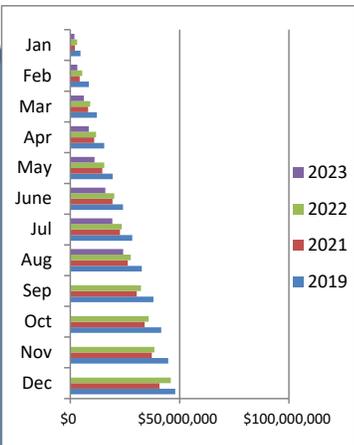
Restaurant / Bar						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$19,257,344	\$14,372,467	\$23,591,432	\$25,009,257	6.01%	29.87%
Feb	\$18,251,145	\$15,293,976	\$24,974,867	\$25,865,915	3.57%	41.72%
Mar	\$20,276,191	\$18,001,752	\$26,280,138	\$25,821,441	-1.75%	27.35%
Apr	\$8,183,550	\$10,082,518	\$12,415,528	\$12,209,139	-1.66%	49.19%
May	\$4,752,756	\$6,065,196	\$5,669,343	\$5,883,754	3.78%	23.80%
Jun	\$9,334,516	\$12,074,689	\$11,796,384	\$11,303,821	-4.18%	21.10%
Jul	\$14,827,380	\$19,085,898	\$18,692,700	\$19,091,483	2.13%	28.76%
Aug	\$12,693,004	\$15,737,756	\$14,956,807	\$0	n/a	n/a
Sep	\$10,012,989	\$12,545,273	\$12,668,238	\$0	n/a	n/a
Oct	\$6,463,032	\$9,054,163	\$9,309,000	\$0	n/a	n/a
Nov	\$8,198,131	\$9,429,392	\$9,038,337	\$0	n/a	n/a
Dec	\$17,310,078	\$20,911,542	\$24,126,957	\$0	n/a	n/a
Total	\$149,560,115	\$162,654,623	\$193,519,731	\$125,184,810	-35.31%	-16.30%



Short-Term Lodging						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$26,949,830	\$31,752,506	\$48,613,697	\$47,461,191	-2.37%	76.11%
Feb	\$24,811,525	\$30,596,998	\$45,169,344	\$45,736,673	1.26%	84.34%
Mar	\$37,063,765	\$38,833,031	\$49,654,941	\$47,131,088	-5.08%	27.16%
Apr	\$6,084,075	\$14,789,263	\$15,604,892	\$14,579,098	-6.57%	139.63%
May	\$3,269,759	\$8,839,478	\$7,736,666	\$6,909,013	-10.70%	111.30%
Jun	\$8,616,999	\$16,110,696	\$14,454,476	\$13,800,668	-4.52%	60.16%
Jul	\$12,259,971	\$25,496,064	\$21,720,310	\$23,207,814	6.85%	89.30%
Aug	\$9,993,911	\$20,237,448	\$19,219,232	\$0	n/a	n/a
Sep	\$8,751,518	\$17,984,049	\$17,234,547	\$0	n/a	n/a
Oct	\$7,654,030	\$16,267,787	\$15,303,928	\$0	n/a	n/a
Nov	\$10,638,959	\$19,659,292	\$18,013,772	\$0	n/a	n/a
Dec	\$32,392,791	\$50,715,608	\$46,896,490	\$0	n/a	n/a
Total	\$188,487,134	\$291,282,221	\$319,622,294	\$198,825,545	-37.79%	5.48%



Grocery / Liquor						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$6,728,312	\$7,287,839	\$8,170,578	\$8,997,217	10.12%	33.72%
Feb	\$6,986,584	\$7,698,418	\$8,753,193	\$9,587,315	9.53%	37.22%
Mar	\$7,555,406	\$7,875,044	\$9,019,659	\$9,151,128	1.46%	21.12%
Apr	\$4,143,198	\$5,116,542	\$6,998,996	\$5,851,774	-16.39%	41.24%
May	\$5,770,430	\$3,756,571	\$4,744,379	\$4,092,212	-13.75%	-29.08%
Jun	\$4,477,840	\$5,487,526	\$5,436,849	\$5,335,000	-1.87%	19.14%
Jul	\$6,441,916	\$7,596,984	\$7,431,072	\$7,828,316	5.35%	21.52%
Aug	\$6,036,270	\$7,082,310	\$7,177,335	\$0	n/a	n/a
Sep	\$4,599,869	\$5,595,731	\$5,816,776	\$0	n/a	n/a
Oct	\$3,956,333	\$4,452,681	\$4,953,494	\$0	n/a	n/a
Nov	\$3,980,326	\$4,209,254	\$4,692,648	\$0	n/a	n/a
Dec	\$10,973,358	\$12,158,623	\$12,887,729	\$0	n/a	n/a
Total	\$71,649,842	\$78,317,524	\$86,082,707	\$50,842,963	-40.94%	-29.04%

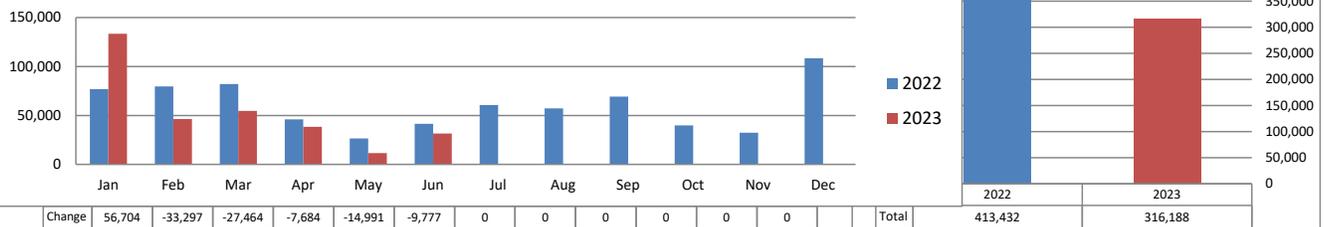


Construction							
	2019	2021	2022	2023	% change from PY	% change from '19	
Jan	\$4,617,707	\$2,068,745	\$3,087,979	\$1,896,022	-38.60%	-58.94%	
Feb	\$3,924,001	\$2,195,750	\$2,329,985	\$1,329,535	-42.94%	-66.12%	
Mar	\$3,626,832	\$3,880,970	\$3,659,430	\$2,951,113	-19.36%	-18.63%	
Apr	\$3,340,641	\$2,799,808	\$2,689,995	\$2,240,117	-16.72%	-32.94%	
May	\$3,847,480	\$3,695,521	\$3,753,221	\$2,658,753	-29.16%	-30.90%	
Jun	\$4,753,416	\$4,674,905	\$4,564,515	\$4,905,157	7.46%	3.19%	
Jul	\$4,225,825	\$3,429,834	\$3,420,384	\$3,261,692	-4.64%	-22.82%	
Aug	\$4,380,782	\$3,559,510	\$4,155,216	\$0	n/a	n/a	
Sep	\$5,278,007	\$4,014,804	\$4,670,892	\$0	n/a	n/a	
Oct	\$3,589,116	\$3,702,556	\$3,476,544	\$0	n/a	n/a	
Nov	\$3,210,387	\$3,262,427	\$2,663,371	\$0	n/a	n/a	
Dec	\$3,173,337	\$3,496,696	\$7,432,985	\$0	n/a	n/a	
Total	\$47,967,531	\$40,781,527	\$45,904,519	\$19,242,389	-58.08%	-59.88%	

Disposable Bag Fees

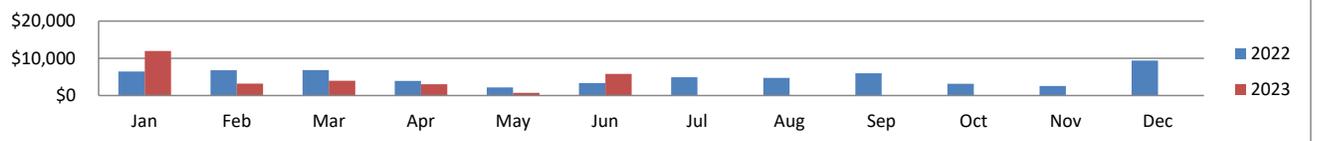
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage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

of Disposable Bags Reported by Month



Bag Fees Remitted by Month

Net of Retained Percentage*



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

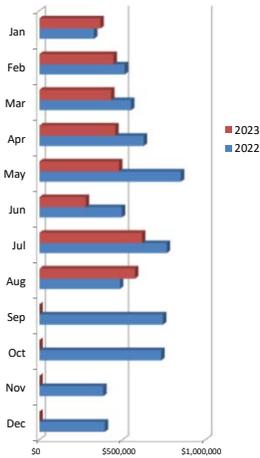
Real Estate Transfer Tax

New Items of Note:

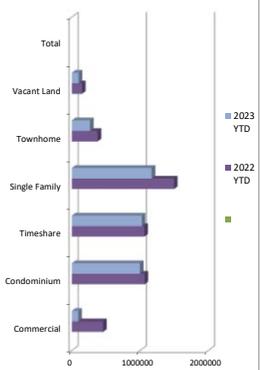
- Revenue August YTD is ahead of the budget by \$.3M and below the prior year by \$1M.
- Single Family sales account for the majority of the sales (32.06%), with Timeshare sales in the second position of highest sales (28.08%) subject to the tax. Timeshare sales are lower YTD by -3.54% and Single Family sales are lower YTD by -21.86%. Condominium activity is representing 27.31% of the activity.
- August 2023 churn was 46.17% below August 2022.

Continuing Items of Note:

- 2023 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.

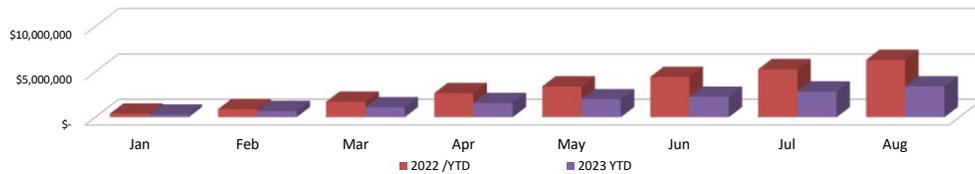


Total RETT							
	2019	2021	2022	2023	% change	2023 budget	+/- Budget
Jan	\$536,802	\$394,201	\$328,719	\$366,761	11.57%	\$298,205	\$68,556
Feb	\$441,411	\$493,987	\$512,843	\$445,546	-13.12%	\$342,714	\$102,832
Mar	\$454,470	\$813,726	\$551,693	\$431,380	-21.81%	\$382,978	\$48,402
Apr	\$674,070	\$946,247	\$627,842	\$456,127	-27.35%	\$433,275	\$22,852
May	\$781,528	\$743,447	\$851,657	\$478,584	-43.81%	\$454,505	\$24,079
Jun	\$480,111	\$1,052,494	\$495,925	\$278,784	-43.79%	\$386,322	-\$107,538
Jul	\$510,302	\$841,992	\$765,641	\$617,133	-19.40%	\$441,027	\$176,106
Aug	\$784,245	\$1,024,008	\$484,573	\$574,291	18.51%	\$558,753	\$15,538
Sep	\$684,950	\$1,027,878	\$742,908	\$0	n/a	\$674,590	n/a
Oct	\$561,093	\$2,446,257	\$732,723	\$0	n/a	\$748,951	n/a
Nov	\$604,298	\$579,469	\$384,336	\$0	n/a	\$365,827	n/a
Dec	\$653,338	\$674,950	\$393,620	\$0	n/a	\$318,136	n/a
Total	\$7,166,618	\$11,038,657	\$6,872,481	\$3,648,607		\$5,405,283	



by Category						
Description	2022 YTD	2023 YTD	\$ change	% change	% of Total	
Commercial	\$ 456,900	\$ 92,394	\$ (364,506)	-79.78%	2.53%	
Condominium	\$ 1,065,250	\$ 996,418	\$ (68,831)	-6.46%	27.31%	
Timeshare	\$ 1,061,990	\$ 1,024,441	\$ (37,550)	-3.54%	28.08%	
Single Family	\$ 1,497,156	\$ 1,169,885	\$ (327,271)	-21.86%	32.06%	
Townhome	\$ 377,980	\$ 266,178	\$ (111,802)	-29.58%	7.30%	
Vacant Land	\$ 149,242	\$ 99,277	\$ (49,965)	-33.48%	2.72%	
Total	\$ 4,608,518	\$ 3,648,607	\$ (959,911)	-20.83%	100.00%	

YTD Churn Analysis

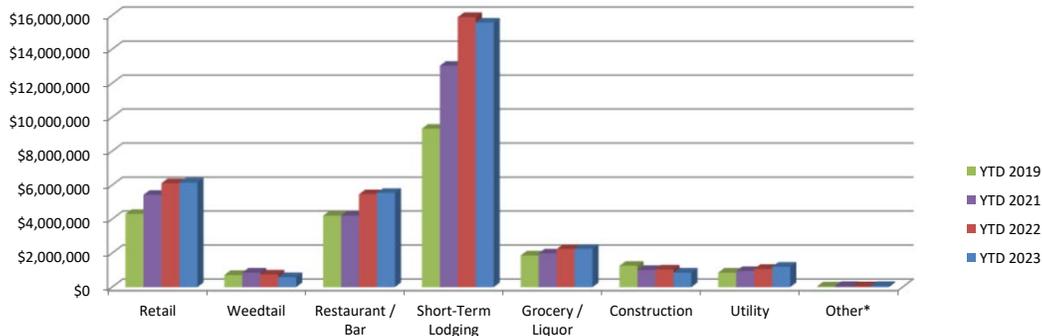
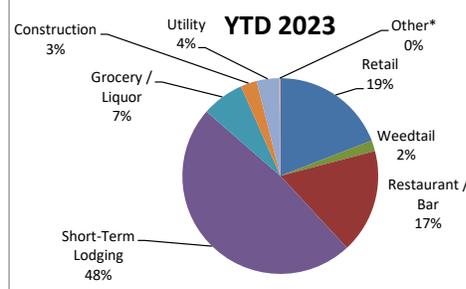
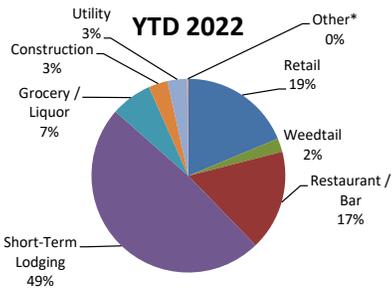


TAXES DUE - SALES, ACCOMMODATIONS, AND MARIJUANA TAXES

Tax Due by Industry-YTD

Description	YTD 2019	YTD 2021	YTD 2022	2022		YTD 2023	2022/2023		2023
				% of Total	% of Total		\$ Change	% Change	
Retail	\$4,310,235	\$5,432,833	\$6,117,055	18.75%	18.75%	\$6,151,150	\$34,094	0.56%	19.09%
Weedtail	\$712,575	\$853,748	\$744,069	2.28%	2.28%	\$584,712	(\$159,357)	-21.42%	1.81%
Restaurant / Bar	\$4,203,312	\$4,207,459	\$5,467,523	16.76%	16.76%	\$5,545,687	\$78,164	1.43%	17.21%
Short-Term Lodging	\$9,322,079	\$13,030,532	\$15,891,324	48.70%	48.70%	\$15,568,040	(\$323,283)	-2.03%	48.32%
Grocery / Liquor	\$1,865,193	\$1,985,478	\$2,239,574	6.86%	6.86%	\$2,252,343	\$12,769	0.57%	6.99%
Construction	\$1,255,280	\$1,007,627	\$1,041,294	3.19%	3.19%	\$852,438	(\$188,856)	-18.14%	2.65%
Utility	\$857,350	\$948,177	\$1,070,658	3.28%	3.28%	\$1,199,025	\$128,367	11.99%	3.72%
Other*	\$47,068	\$61,550	\$57,380	0.18%	0.18%	\$68,245	\$10,865	18.94%	0.21%
Total	\$22,573,093	\$27,527,404	\$32,628,878	100.00%	100.00%	\$32,221,640	(\$407,239)	-1.25%	100.00%

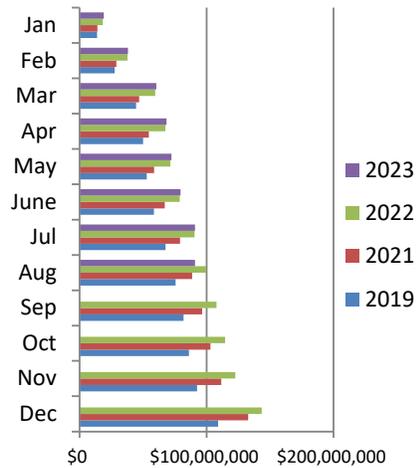
* Other includes activities in Automobiles and Undefined Sales.



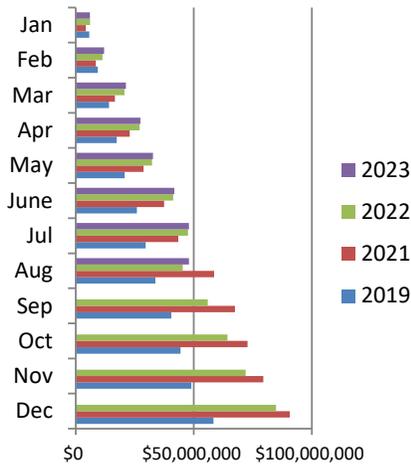
Items of Note:

- The general sales tax rate includes the 2.5% Town sales tax + 1.93% County sales tax distributed to the Town.
- The Short -Term Lodging sector includes an additional 3.4% accommodation tax.
- Weedtail includes an additional 5% marijuana tax (recreational and medical). The 1.5% distribution from the State is also included in this category. While the State distribution is only due on recreational sales, the majority of weedtail sales are recreational and the distribution has been applied to the entire sector.
- Report assumptions include: applying tax specific to a sector to the entire sector, as well as assuming the same tax base across the State, County, and Town taxes due. As a result, the numbers indicated above are a rough picture of taxes due to the Town and not an exact representation. Additionally, the data is representative of taxes due to the Town and not necessarily taxes collected year to date.

The Tax Basics: Retail Sales Sector Analysis

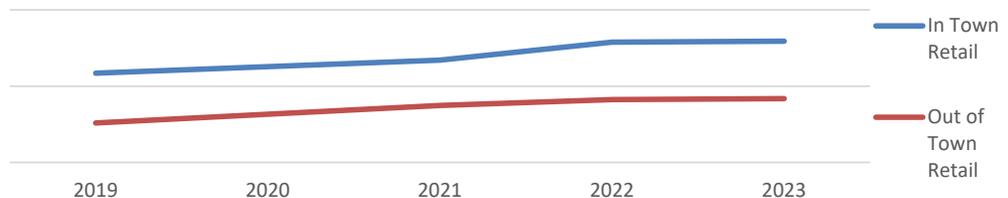


Retail: In-Town					
	2019	2021	2022	2023	% change 2023 from PY
Jan	\$13,874,223	\$14,077,047	\$18,209,812	\$19,136,159	5.09%
Feb	\$13,755,726	\$14,977,129	\$19,537,129	\$19,070,261	-2.39%
Mar	\$16,905,640	\$17,839,105	\$21,866,358	\$22,259,549	1.80%
Apr	\$5,471,956	\$7,661,522	\$8,025,948	\$8,054,375	0.35%
May	\$2,941,690	\$4,165,067	\$3,833,477	\$3,860,530	0.71%
Jun	\$5,600,801	\$8,329,620	\$7,426,984	\$7,090,302	-4.53%
Jul	\$9,136,287	\$12,135,190	\$11,603,472	\$11,425,117	-1.54%
Aug	\$7,911,724	\$9,492,636	\$9,144,401	\$0	n/a
Sep	\$6,331,984	\$7,930,968	\$8,204,963	\$0	n/a
Oct	\$4,203,590	\$6,429,451	\$6,771,369	\$0	n/a
Nov	\$6,421,375	\$8,605,141	\$7,965,280	\$0	n/a
Dec	\$16,458,003	\$21,118,675	\$20,763,542	\$0	n/a
Total	\$109,012,999	\$132,761,551	\$143,352,734	\$90,896,294	



Retail: Out-of-Town					
	2019	2021	2022	2023	% change 2023 from PY
Jan	\$5,735,400	\$4,248,956	\$6,115,260	\$6,021,543	-1.53%
Feb	\$3,616,932	\$4,280,790	\$5,237,500	\$5,981,931	14.21%
Mar	\$4,787,452	\$8,088,806	\$9,333,919	\$9,227,194	-1.14%
Apr	\$3,232,968	\$6,273,861	\$6,365,571	\$6,146,672	-3.44%
May	\$3,342,797	\$5,828,461	\$5,293,264	\$5,335,705	0.80%
Jun	\$5,199,550	\$8,697,814	\$8,930,582	\$9,078,400	1.66%
Jul	\$3,687,600	\$6,028,933	\$6,301,016	\$6,164,397	-2.17%
Aug	\$4,136,873	\$15,136,381	-\$2,254,860	\$0	n/a
Sep	\$6,707,525	\$8,848,682	\$10,577,033	\$0	n/a
Oct	\$3,973,939	\$5,356,346	\$8,391,256	\$0	n/a
Nov	\$4,556,988	\$6,643,538	\$7,645,726	\$0	n/a
Dec	\$9,393,219	\$11,237,196	\$12,877,256	\$0	n/a
Total	\$58,371,244	\$90,669,764	\$84,813,523	\$47,955,842	

July Trending Retail Sales

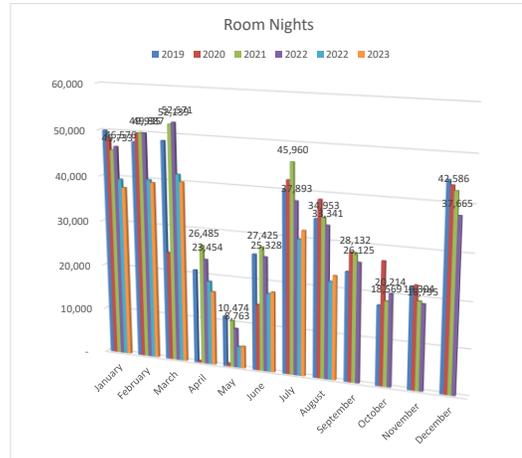


New Items of Note:

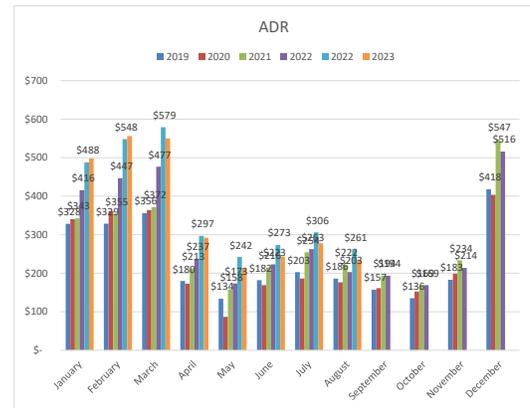
- Starting in March 2019, the Finance Department has split the Retail sector into two categories, In-Town Retail sales and Out-of-Town Retail sales. In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall decrease of 1.546% in July 2023 as compared to 2022. The Out-of-Town Retail Sales had a overall decrease in sales of 2.17% for July 2023 compared to 2022.

Occupied Room

Nights	DMX	DMX	DMX	DMX	Key Data	Key Data
	2019	2020	2021	2022		
January	49,948	48,246	45,733	46,576	39,494	37,715
February	47,850	49,813	49,935	49,887	39,865	39,310
March	48,554	24,202	52,139	52,571	41,549	39,953
April	20,895	350	26,485	23,454	18,705	16,446
May	11,274	637	10,474	8,763	4,759	4,886
June	25,696	14,696	27,425	25,328	17,398	17,826
July	40,131	42,162	45,960	37,893	29,878	31,793
August	34,515	38,623	34,953	33,341	21,490	22,826
September	23,973	28,205	28,132	26,125		
October	17,516	26,959	18,569	20,214		
November	22,132	22,574	19,304	18,795		
December	44,693	43,650	42,586	37,665		
Total	387,177	340,117	401,695	380,612	213,138	210,755



ADR	DMX	DMX	DMX	DMX	Key Data	Key Data
	2019	2020	2021	2022		
January	\$ 328	\$ 340	\$ 343	\$ 416	\$ 488	\$ 498
February	\$ 329	\$ 361	\$ 355	\$ 447	\$ 548	\$ 556
March	\$ 356	\$ 364	\$ 372	\$ 477	\$ 579	\$ 550
April	\$ 180	\$ 173	\$ 213	\$ 237	\$ 297	\$ 292
May	\$ 134	\$ 87	\$ 158	\$ 173	\$ 242	\$ 213
June	\$ 182	\$ 169	\$ 216	\$ 223	\$ 273	\$ 243
July	\$ 203	\$ 186	\$ 254	\$ 263	\$ 306	\$ 278
August	\$ 186	\$ 177	\$ 222	\$ 203	\$ 261	\$ 235
September	\$ 157	\$ 161	\$ 194	\$ 194		
October	\$ 136	\$ 152	\$ 169	\$ 169		
November	\$ 183	\$ 199	\$ 234	\$ 214		
December	\$ 418	\$ 404	\$ 547	\$ 516		
Total	\$ 233	\$ 231	\$ 273	\$ 294	\$ 374	\$ 358



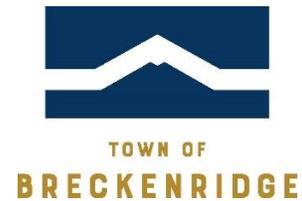
2023 BUDGET WALKTHROUGH
REVENUE AND EXPENDITURE SUMMARY
INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES

	OCTOBER BUDGET RETREAT	NOVEMBER BUDGET RESOLUTION	FEBRUARY BUDGET APPROPRIATION	REVISED 2023 BUDGET	JULY BUDGET APPROPRIATION	REVISED 2023 BUDGET
FUND BALANCE, JANUARY 1, 2023	\$ 259,179,822	\$ (15,744,520) \$ 243,435,302	\$ -	\$ 253,807,962	\$ -	\$ 253,807,962
REVENUE BY FUND						
GENERAL FUND	\$ 29,779,984	\$ - \$ 29,779,984	\$ -	\$ 29,779,984	\$ (800)	\$ 29,779,184
UTILITY FUND	\$ 16,274,088	\$ - \$ 16,274,088	\$ (549,193)	\$ 15,724,895	\$ (5,911,307)	\$ 9,813,588
CAPITAL FUND	\$ 16,230,000	\$ - \$ 16,230,000	\$ (4,554,488)	\$ 11,675,512	\$ (800)	\$ 11,674,712
MARKETING FUND	\$ 4,588,917	\$ - \$ 4,588,917	\$ -	\$ 4,588,917	\$ -	\$ 4,588,917
GOLF COURSE FUND	\$ 3,875,671	\$ - \$ 3,875,671	\$ -	\$ 3,875,671	\$ -	\$ 3,875,671
EXCISE TAX FUND	\$ 45,383,990	\$ - \$ 45,383,990	\$ 3,015,000	\$ 48,398,990	\$ 385,000	\$ 48,783,990
HOUSING FUND	\$ 16,764,273	\$ 8,362,188 \$ 25,126,461	\$ 2,025,316	\$ 27,151,777	\$ -	\$ 27,151,777
OPEN SPACE ACQUISITION FUND	\$ 3,609,967	\$ - \$ 3,609,967	\$ -	\$ 3,609,967	\$ -	\$ 3,609,967
CONSERVATION TRUST FUND	\$ 55,000	\$ - \$ 55,000	\$ -	\$ 55,000	\$ -	\$ 55,000
GARAGE SERVICES FUND	\$ 7,105,991	\$ - \$ 7,105,991	\$ -	\$ 7,105,991	\$ -	\$ 7,105,991
INFORMATION TECHNOLOGY FUND	\$ 1,661,777	\$ (599) \$ 1,661,178	\$ 599	\$ 1,661,777	\$ -	\$ 1,661,777
FACILITIES MAINTENANCE FUND	\$ 939,058	\$ - \$ 939,058	\$ 178,253	\$ 1,117,311	\$ -	\$ 1,117,311
SPECIAL PROJECTS FUND	\$ 3,595,000	\$ - \$ 3,595,000	\$ 1,146,263	\$ 4,741,263	\$ -	\$ 4,741,263
MARIJUANA FUND	\$ 650,000	\$ - \$ 650,000	\$ -	\$ 650,000	\$ -	\$ 650,000
CEMETERY FUND	\$ 15,605	\$ - \$ 15,605	\$ -	\$ 15,605	\$ -	\$ 15,605
CHILD CARE FUND	\$ 1,974,000	\$ 60,000 \$ 2,034,000	\$ -	\$ 2,034,000	\$ -	\$ 2,034,000
PARKING & TRANSPORTATION FUND	\$ 8,865,158	\$ - \$ 8,865,158	\$ (485,000)	\$ 8,380,158	\$ -	\$ 8,380,158
HEALTH BENEFITS FUND	\$ 5,279,675	\$ - \$ 5,279,675	\$ (44,176)	\$ 5,235,499	\$ -	\$ 5,235,499
SUSTAINABILITY FUND	\$ -	\$ - \$ -	\$ 2,927,921	\$ 2,927,921	\$ -	\$ 2,927,921
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,353,612	\$ - \$ 7,353,612	\$ 366,392	\$ 7,720,004	\$ -	\$ 7,720,004
TOTAL REVENUE BY PROGRAM	\$ 174,001,766	\$ 8,421,589 \$ 182,423,355	\$ 4,026,887	\$ 186,450,242	\$ (5,527,907)	\$ 180,922,335
EXPENDITURES BY CATEGORY						
PERSONNEL	\$ 33,549,006	\$ - \$ 33,549,006	\$ 1,255,389	\$ 34,804,395	\$ -	\$ 34,804,395
MATERIALS & SUPPLIES	\$ 3,649,489	\$ - \$ 3,649,489	\$ -	\$ 3,649,489	\$ 250,000	\$ 3,899,489
CHARGES FOR SERVICES	\$ 28,090,918	\$ 2,293,200 \$ 30,384,118	\$ 4,286,628	\$ 34,670,746	\$ 58,011	\$ 34,728,757
MINOR CAPITAL	\$ 63,737,927	\$ (12,524,781) \$ 51,213,146	\$ 3,196,665	\$ 54,409,811	\$ 6,344,448	\$ 60,754,259
FIXED CHARGES	\$ 801,442	\$ - \$ 801,442	\$ (90,223)	\$ 711,219	\$ -	\$ 711,219
DEBT SERVICES	\$ 9,418,493	\$ 750 \$ 9,419,243	\$ (2,118,131)	\$ 7,301,112	\$ -	\$ 7,301,112
GRANTS/CONTINGENCIES	\$ 3,504,189	\$ - \$ 3,504,189	\$ 204,662	\$ 3,708,851	\$ 600,000	\$ 4,308,851
ALLOCATION	\$ 6,807,830	\$ - \$ 6,807,830	\$ 155,869	\$ 6,963,699	\$ -	\$ 6,963,699
TRANSFERS	\$ 48,191,951	\$ 8,362,188 \$ 56,554,139	\$ 149,396	\$ 56,703,535	\$ 50,000	\$ 56,753,535
TOTAL EXPENDITURES BY CATEGORY	\$ 197,751,245	\$ (1,868,643) \$ 195,882,603	\$ 7,040,255	\$ 202,922,856	\$ 7,302,459	\$ 210,225,316
EXPENDITURES BY PROGRAM						
GENERAL FUND	\$ 32,501,216	\$ - \$ 32,501,216	\$ 988,241	\$ 33,489,457	\$ 891,262	\$ 34,380,719
UTILITY FUND	\$ 13,203,020	\$ - \$ 13,203,020	\$ (1,845,555)	\$ 11,357,465	\$ -	\$ 11,357,465
CAPITAL FUND	\$ 20,771,483	\$ - \$ 20,771,483	\$ 5,549,012	\$ 26,320,495	\$ 212,948	\$ 26,533,443
MARKETING FUND	\$ 4,835,755	\$ - \$ 4,835,755	\$ -	\$ 4,835,755	\$ -	\$ 4,835,755
GOLF COURSE FUND	\$ 3,268,503	\$ - \$ 3,268,503	\$ 264,594	\$ 3,533,097	\$ -	\$ 3,533,097
EXCISE TAX FUND	\$ 36,500,775	\$ 8,362,188 \$ 44,862,963	\$ (2,033,079)	\$ 42,829,884	\$ -	\$ 42,829,884
HOUSING FUND	\$ 43,941,076	\$ (10,216,968) \$ 33,724,108	\$ 1,354,726	\$ 35,078,834	\$ 10,000	\$ 35,088,834
OPEN SPACE ACQUISITION FUND	\$ 2,672,155	\$ - \$ 2,672,155	\$ 52,226	\$ 2,724,381	\$ 3,669,250	\$ 6,393,631
CONSERVATION TRUST FUND	\$ 55,000	\$ - \$ 55,000	\$ -	\$ 55,000	\$ -	\$ 55,000
GARAGE SERVICES FUND	\$ 4,339,486	\$ - \$ 4,339,486	\$ 36,486	\$ 4,375,972	\$ 2,519,000	\$ 6,894,972
INFORMATION TECHNOLOGY FUND	\$ 1,521,454	\$ - \$ 1,521,454	\$ 13,549	\$ 1,535,003	\$ -	\$ 1,535,003
FACILITIES MAINTENANCE FUND	\$ 818,164	\$ - \$ 818,164	\$ 3,812	\$ 821,976	\$ -	\$ 821,976
SPECIAL PROJECTS FUND	\$ 3,540,000	\$ 12,500 \$ 3,552,500	\$ 1,146,263	\$ 4,698,763	\$ -	\$ 4,698,763
MARIJUANA FUND	\$ 908,311	\$ - \$ 908,311	\$ 981	\$ 909,292	\$ -	\$ 909,292
CEMETERY FUND	\$ 18,500	\$ - \$ 18,500	\$ 86	\$ 18,586	\$ -	\$ 18,586
CHILD CARE FUND	\$ 1,924,843	\$ (26,364) \$ 1,898,479	\$ 6,165	\$ 1,904,644	\$ -	\$ 1,904,644
PARKING & TRANSPORTATION FUND	\$ 15,077,892	\$ - \$ 15,077,892	\$ (990,114)	\$ 14,087,778	\$ -	\$ 14,087,778
HEALTH BENEFITS FUND	\$ 4,500,000	\$ - \$ 4,500,000	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000
SUSTAINABILITY FUND	\$ -	\$ - \$ -	\$ 2,927,776	\$ 2,927,776	\$ -	\$ 2,927,776
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,353,612	\$ - \$ 7,353,612	\$ (434,914)	\$ 6,918,698	\$ -	\$ 6,918,698
TOTAL EXPENDITURES BY PROGRAM	\$ 197,751,245	\$ (1,868,644) \$ 195,882,601	\$ 7,040,255	\$ 202,922,856	\$ 7,302,460	\$ 210,225,316
PROJECTED FUND BALANCE DECEMBER 31, 2023	\$ 235,430,343	\$ (5,454,288) \$ 229,976,056	\$ (3,013,368)	\$ 237,335,348	\$ (12,830,367)	\$ 224,504,981
RESTRICTIONS	\$ 162,534,319	\$ (7,867,270) \$ 154,667,049	\$ 6,700,437	\$ 161,367,486	\$ -	\$ 161,367,486
NET FUND BALANCE	\$ 72,896,024	\$ 2,412,982 \$ 75,309,007	\$ (9,713,805)	\$ 75,967,862	\$ (12,830,367)	\$ 63,137,495
FTYR FTE	214.32	0 214.32	0	214.32	0	214.32

REVENUE AND EXPENDITURE SUMMARY
INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES

	BUDGET FY23	YTD		
		ACTUAL FY23 YTD	BUDGET FY23 YTD	ACTUAL vs BUDGET FY23 YTD
FUND BALANCE, JANUARY 1, 2023	\$ 255,492,157	\$ 255,492,157	\$ 255,492,157	
REVENUE SUMMARY				
GENERAL GOVERNMENT (GF)	\$ 24,009,281	\$ 17,249,270	\$ 16,022,234	\$ 1,227,036
FINANCE (GF)	\$ 33,000	\$ 14,006	\$ 22,000	\$ (7,994)
PUBLIC SAFETY (GF)	\$ 81,350	\$ 45,521	\$ 50,932	\$ (5,411)
COMMUNITY DEVELOPMENT (GF)	\$ 1,102,253	\$ 946,824	\$ 775,588	\$ 171,236
PUBLIC WORKS (GF)	\$ 797,316	\$ 892,396	\$ 637,924	\$ 254,472
RECREATION (GF)	\$ 3,755,984	\$ 3,441,939	\$ 2,615,543	\$ 826,396
UTILITY FUND	\$ 9,813,588	\$ 7,327,632	\$ 5,885,640	\$ 1,441,992
CAPITAL FUND	\$ 11,674,712	\$ 8,230,492	\$ 8,138,129	\$ 92,363
MARKETING FUND	\$ 4,588,917	\$ 3,647,691	\$ 3,059,160	\$ 588,531
GOLF COURSE FUND	\$ 3,875,671	\$ 3,707,646	\$ 2,763,663	\$ 943,983
EXCISE TAX FUND	\$ 48,783,990	\$ 33,835,284	\$ 30,267,387	\$ 3,567,897
HOUSING FUND	\$ 27,151,777	\$ 21,354,882	\$ 19,147,279	\$ 2,207,603
OPEN SPACE ACQUISITION FUND	\$ 3,609,967	\$ 3,187,199	\$ 2,379,880	\$ 807,319
CONSERVATION TRUST FUND	\$ 55,000	\$ 37,192	\$ 27,500	\$ 9,692
GARAGE SERVICES FUND	\$ 7,105,991	\$ 5,372,266	\$ 5,572,463	\$ (200,197)
INFORMATION TECHNOLOGY FUND	\$ 1,661,777	\$ 1,128,189	\$ 1,107,808	\$ 20,381
FACILITIES MAINTENANCE FUND	\$ 1,117,311	\$ 837,633	\$ 744,824	\$ 92,809
SPECIAL PROJECTS FUND	\$ 4,741,263	\$ 3,291,452	\$ 3,160,712	\$ 130,740
MARIJUANA FUND	\$ 650,000	\$ 410,303	\$ 428,245	\$ (17,942)
CEMETERY FUND	\$ 15,605	\$ 14,203	\$ 10,400	\$ 3,803
CHILD CARE FUND	\$ 2,034,000	\$ 1,571,694	\$ 1,355,952	\$ 215,742
PARKING & TRANSPORTATION FUND	\$ 8,380,158	\$ 8,424,494	\$ 6,046,960	\$ 2,377,534
HEALTH BENEFITS FUND	\$ 5,235,499	\$ 3,631,647	\$ 3,481,513	\$ 150,134
SUSTAINABILITY FUND	\$ 2,927,921	\$ 2,091,477	\$ 1,942,421	\$ 149,056
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,720,004	\$ 7,217,320	\$ 7,720,004	\$ (502,684)
TOTAL REVENUES	\$ 180,922,335	\$ 137,908,650	\$ 123,364,161	\$ 14,544,489
EXPENDITURES BY CATEGORY				
PERSONNEL	\$ 34,804,395	\$ 21,176,089	\$ 22,955,621	\$ 1,779,532
MATERIALS & SUPPLIES	\$ 3,899,489	\$ 2,704,978	\$ 2,471,326	\$ (233,652)
CHARGES FOR SERVICES	\$ 34,728,757	\$ 20,025,611	\$ 24,550,021	\$ 4,524,410
MINOR CAPITAL	\$ 60,754,259	\$ 30,343,912	\$ 39,838,374	\$ 9,494,462
FIXED CHARGES	\$ 711,219	\$ 935,954	\$ 688,796	\$ (247,158)
DEBT SERVICES	\$ 7,301,112	\$ 2,027,125	\$ 3,887,752	\$ 1,860,628
GRANTS/CONTINGENCIES	\$ 4,308,851	\$ 3,387,815	\$ 3,201,250	\$ (186,565)
ALLOCATION	\$ 6,963,699	\$ 4,642,466	\$ 4,642,280	\$ (186)
TRANSFERS	\$ 56,753,535	\$ 41,503,917	\$ 41,227,969	\$ (275,948)
TOTAL EXPENDITURES BY CATEGORY	\$ 210,225,316	\$ 126,747,867	\$ 143,463,389	\$ 16,715,522
EXPENDITURES BY PROGRAM				
GENERAL GOVERNMENT (GF)	\$ 6,484,981	\$ 3,861,136	\$ 4,055,696	\$ 194,560
FINANCE (GF)	\$ 1,473,373	\$ 821,185	\$ 983,932	\$ 162,747
PUBLIC SAFETY (GF)	\$ 5,090,492	\$ 3,015,248	\$ 3,185,960	\$ 170,712
COMMUNITY DEVELOPMENT (GF)	\$ 2,272,231	\$ 1,369,571	\$ 1,530,244	\$ 160,673
PUBLIC WORKS (GF)	\$ 10,709,357	\$ 5,934,358	\$ 7,177,219	\$ 1,242,861
RECREATION (GF)	\$ 8,357,035	\$ 4,937,711	\$ 5,267,690	\$ 329,979
UTILITY FUND	\$ 11,357,465	\$ 5,034,220	\$ 7,236,893	\$ 2,202,673
CAPITAL FUND	\$ 26,533,443	\$ 8,754,540	\$ 16,688,447	\$ 7,933,907
MARKETING FUND	\$ 4,835,755	\$ 3,593,267	\$ 3,617,165	\$ 23,898
GOLF COURSE FUND	\$ 3,533,097	\$ 2,803,743	\$ 2,432,205	\$ (371,538)
EXCISE TAX FUND	\$ 42,829,884	\$ 31,535,697	\$ 31,544,999	\$ 9,302
HOUSING FUND	\$ 35,088,834	\$ 21,150,844	\$ 23,866,734	\$ 2,715,890
OPEN SPACE ACQUISITION FUND	\$ 6,386,881	\$ 4,685,976	\$ 5,223,550	\$ 537,574
CONSERVATION TRUST FUND	\$ 55,000	\$ 36,667	\$ 36,664	\$ (3)
GARAGE SERVICES FUND	\$ 6,894,972	\$ 4,693,771	\$ 5,434,519	\$ 740,748
INFORMATION TECHNOLOGY FUND	\$ 1,535,003	\$ 757,076	\$ 1,018,644	\$ 261,568
FACILITIES MAINTENANCE FUND	\$ 821,976	\$ 117,864	\$ 549,236	\$ 431,372
SPECIAL PROJECTS FUND	\$ 4,698,763	\$ 4,164,173	\$ 3,412,448	\$ (751,725)
MARIJUANA FUND	\$ 909,292	\$ 536,536	\$ 608,383	\$ 71,847
CEMETERY FUND	\$ 18,586	\$ 79	\$ 12,422	\$ 12,343
CHILD CARE FUND	\$ 1,904,644	\$ 363,993	\$ 1,297,425	\$ 933,432
PARKING & TRANSPORTATION FUND	\$ 14,087,778	\$ 8,748,183	\$ 8,712,336	\$ (35,847)
HEALTH BENEFITS FUND	\$ 4,500,000	\$ 3,374,540	\$ 2,959,586	\$ (414,954)
SUSTAINABILITY FUND	\$ 2,927,776	\$ 1,830,118	\$ 1,955,061	\$ 124,943
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 6,918,698	\$ 4,627,368	\$ 4,655,931	\$ 28,563
TOTAL EXPENDITURES BY PROGRAM	\$ 210,225,316	\$ 126,747,867	\$ 143,463,389	\$ 16,715,522
PROJECTED FUND BALANCE DECEMBER 31, 2022	226,189,176	266,652,940	235,392,929	
RESTRICTIONS	\$ 161,367,486	\$ 161,367,486	\$ 161,367,486	
NET FUND BALANCE	\$ 64,821,690	\$ 105,285,454	\$ 74,025,443	\$ 31,260,011
FTYR FTE	214.32	198.44	214.32	15.88

VARIANCE EXPLANATION
BUDGET PHASING
BEAR PROOF TRASH CANS GRANT: \$159K; INSURANCE RECOVERIES: \$87K INCREASED PARTICIPATION INVESTMENT INCOME ALLOCATION: \$1M; HOUSING ALLOCATION: \$477K INVESTMENT INCOME ALLOCATION FAVORABLE ACCOMODATION TAX: BUDGET PHASING FAVORABLE GREEN FEES FAVORABLE SALES TAX AND RETT SCG HOUSING HELPS PAYMENT: \$526K; RENTAL INCOME: \$102K; SALES TAX: \$728K; SALE OF 301 N. FRENCH: \$261K; INV. INCOME \$514K FAVORABLE SALES TAX: \$619K; INVESTMENT INCOME: \$158K
REDUCED GRANT REVENUE - BUSES
BGV CONTRIBUTION: \$100K; INVESTMENT INCOME: \$76K SOUTH GONDOLA LOT: \$856K; PARKING CITATIONS: \$515K; LIFT TICKET TAX (BUDGET PHASING): \$1,161K
MATERIALS MANAGEMENT ANNUAL FEE REDUCED LICENSE RENEWALS; BUDGET PHASING
REDUCED LEGAL: \$62K; REDUCED COMPENSATION: \$62K (NEW HIRE; MERIT TIMING) REDUCED COMPENSATION: \$96K (NEW HIRE; MERIT TIMING); OTHER EXPENSE BUDGET PHASING REDUCED COMPENSATION: \$286K (2.9 UNDERSTAFFED IN AUGUST; MERIT TIMING); EVACUATION SIGNS BUDGET PHASING: (\$166K) REDUCED COMPENSATION: \$113K (1 UNDERSTAFFED IN AUGUST; MERIT TIMING); OTHER EXPENSE BUDGET PHASING REDUCED COMPENSATION: \$526K (2.2 UNDERSTAFF IN AUGUST; MERIT TIMING); OTHER EXPENSE BUDGET PHASING REDUCED COMPENSATION: \$82K (MERIT TIMING); OTHER EXPENSE BUDGET PHASING REDUCED CAPITAL PROJECT SPEND: BUDGET PHASING PROJECTS DELAY; PROJECT DEFERRAL TO 2024 PRO SHOP MERCHANDISE; IRRIGATION PROJECT: BUDGET PHASING BUDGET PHASING FOR AFFORDABLE HOUSING PROJECTS REDUCED COMPENSATION: \$80K: MERIT TIMING; LAND ACQUISITION EXPENSE BUDGET PHASING REDUCED CAPITAL EXPENSE - BUSES COMPUTER SUPPORT BUDGET PHASING BUDGET PHASING BRECKENRIDGE HISTORY (BUDGET PHASING) TIMBERLINE EXPANSION DELAYED (\$500K); YTD CHILDCARE DESIGN TRANSFER REVERSAL UMR PAYMENTS: BUDGET PHASING



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 9/19/2023 (For September 26—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. To date, the Grants Administrator has submitted twenty-one grants to both state, federal, and private organizations. Of those that have been submitted, five have been officially awarded, totaling \$3,151,900 in funding for various projects over the past year, and three are awaiting a decision.

After a thorough review of feedback from grants that were not awarded, the Grants Administrator worked with the Deputy Town Manager to determine ways to improve the grant application process. Over the past several months, the Grants Administrator developed a series of questions to determine when the Town should apply for a grant, and a process for developing stronger applications. Additionally, the most significant insights gained from reviewing feedback were: our ability to demonstrate community engagement and support for the proposed projects, and including data to support the problem we are trying to solve using grant funds. Moving forward, the Grants Administrator will work closely with each department applying for funds to ensure that both proof of community engagement and data to support the project are available.

The Grants Administrator also researched various grant management software options, and in August, the Town purchased GrantHub. This software will be customized by the Grants Administrator to better track funding pre-and-post award, creating a more efficient process for all staff to manage grants.

Lastly, the Grants Administrator will be attending the annual Grants Professional Association Conference in November. This will provide an opportunity to learn best practices, and network with funding agencies, other communities, and grant reviewers from across the country.

The attached PDF details awarded grant submissions, grants awaiting a decision, and grants that were not awarded.

Staff will be available at the September 26th Work Session to answer any questions.

Grant Submissions with Decision

Funding Agency/Grant Name	Requested	Project Proposed	Decision
Department of Local Affairs (DOLA)—Energy/Mineral Impact Assistance Fund (EIAF)	\$750,000	Infrastructure for Stables	Awarded
Summit County—Strong Future’s	\$75,000	Glass recycling program	Awarded a portion of funds--\$25k
DOLA—Incentives Grant Program (IHOI)	\$3,000,000	Infrastructure for Stables Housing Project	Awarded \$1.5 Million
DOLA—EIAF	\$750,000	Solar Panels for Alta Verde II	Awarded
Office of Adult and Juvenile Assistance, State’s Mission for Assistance in Recruiting and training (SMART) Grant	\$126,900	Tuition Payments for Police Academy to Recruit Officers and Reduce Barriers	Awarded
CO Clean Fleet Grant Program	\$8,000	Purchase a new, low-speed electric vehicle for Parks operations	Not awarded
Environmental Protection Agency Solid Waste and Infrastructure	\$500,000	Construction of new shared commercial waste enclosure	Not awarded
Statewide Internet Portal Authority (SIPA) Micro-Grant	\$6,500	Development of an app for the Town to share information with public	Not awarded
U.S. Department of Transportation (DOT) Attain Grant	\$6M	New GPS technology for BFR buses and micro-transit pilot	Not awarded
U.S. DOT Raise Grant—Bus Barn	\$1,950,000	Planning for new bus barn and administrative offices for transit	Not awarded
U.S. DOT Raise Grant—Transit Center	\$1,725,000	Construction of a new transit center	Not awarded

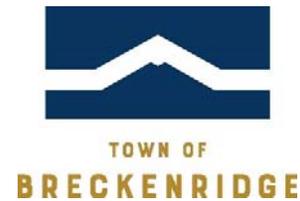
Federal Transit Administration Low or No Emission Vehicle Program (5339b/c)	\$3,526,000	Transition 3 diesel buses to electric, and install an automated washing system for buses	Not awarded
CO Department of Public Health and Environment (CDPHE) Recycling Resources Economic Opportunity Program (RREO) Mini-Grant	\$11,138	Purchase supplies to better enclose the glass recycling areas at the 8 trash sheds managed by the Town	Not awarded
CO Department of Transportation (CDOT) Innovative Mobility	\$36,000	Develop mobile application for commuters to track non-personal vehicle commutes to coincide with the Mayor's Challenge	Not awarded
CDOT Revitalizing Main St	\$125,000	Requested funds to help fund the e-bike program	Not awarded
DOLA Rural Economic Development Initiative (REDI) Grant	\$75,000	Planning for a new bus barn to accommodate larger electric buses	Not awarded
Urban Sustainability Directors Network	\$20,000	Provide stipends to those who may be impacted by Pay as you Throw	Not awarded

Grants Awaiting a Decision

Funding Agency	Requested	Project Proposed	Decision
DOT Multimodal Project Discretionary Grant (MPDG)	\$3,188,373	Replace Broken Lance Culvert with a new bridge	TBD
DOT Safe Streets and Roads for All	N/A	County applied with Breck as a co-applicant	TBD
Bureau of Justice Assistance	\$6,400	Vests for Police Officers	TBD

Grants in Progress

Funding Agency	Requested	Project Proposed	Decision
Bureau of Reclamation— WaterSMART	TBD	TBD—Grants Administrator is working with Public Works and Water to determine if there are eligible projects for this funding	TBD
CO Department of Parks and Wildlife	\$1.25M	Funds would go towards re-doing the “hardscape” area between the baseball and softball fields at Kingdom Park	TBD
DOLA—Strong Communities Planning Grant	\$200,000	Planning funds to do geotech surveys, environmental site assessment and preliminary pit testing and preliminary design for Block 11	TBD
DOLA—Strong Communities Infrastructure	TBD	Letter of Intent was accepted—meeting with DOLA on 9/26 to discuss the project—infrastructure for Stables—with the application submitted in November	TBD
CO Broadband Office—Capital Projects Fund	TBD	Applying as a co-applicant with the County and Blue River, with Blue River as lead. This would connect fiber from the ice rink to the dam.	TBD



Memo

To: Breckenridge Town Council Members
From: Mobility Staff
Date: 9/20/2023 (For September 26th —TC Work Session)
Subject: **Breck E-Ride E-bikeshare Program**

Background

The purpose of this memo is to provide a report to the Breckenridge Town Council on the Breck E-Ride e-bikeshare pilot program.

Transportation is the leading source of greenhouse gas (GHG) emissions in Colorado and represents about 30% of the GHG emissions inventory of Summit County. Both the [Summit Community Climate Action Plan](#) (2019) and [SustainableBreck Plan](#) (2022) call for reducing emissions from transportation 25% by 2030 and 91% by 2050. Some of the strategies identified in these planning documents include “enhance local transit services, enhance route optimization and frequency, encourage other shared-mobility services, and allocate funding for micromobility.” The e-bikeshare program supports these strategies by providing a new sustainable transportation option for community members to get around Breckenridge without needing to use a car. In July 2022, the Town issued a competitive bid process and contracted with Drop Mobility (“Drop”) to operate the 2023 e-bikeshare pilot program. With the support of Council, the Breck E-Ride pilot was officially launched on May 20th, 2023, with 75 e-bikes and 17 hub locations.

Breck E-Ride Achievements

The Breck E-Ride was well utilized and exceeded staff’s expectations for the pilot season. Between May 19 and September 17, **16,891 trips** (an average of **138 trips/day**) were taken using Breck E-Ride bikes, covering **29,221 miles**. Approximately 26% of those trips were made using the “Pay-as-you-go” payment option and 74% were made using locals-only membership options. The average trip duration has been about **17 minutes**, and average trip length has been about **1.8 miles**. Based on user survey data, users reported on average that **58%** of their Breck E-Ride trips replaced trips that they would have otherwise used a private vehicle for. Based off this trip replacement rate, we project the program reduced GHG emissions by: **14,700 pounds of CO2**, 25.24 pounds of NOX, 37.66 pounds of Volatile organic compounds, and 0.15 pounds of fine particulate matter (Note: these estimates do not consider operations or the lifecycle emissions of e-bikes or cars).

Beyond the benefits around reducing vehicle miles traveled and GHG emissions, another success of the program has been its focus on *equity*. From inception, the Breck E-Ride website, app, and hub signage have been fully available in both English and Spanish. The pricing structure used positions the E-Ride as one of the more affordable micromobility programs in the US, and additionally an “Equity Pass” option was made available to income-qualified individuals providing a 50% discount on memberships.

Breck E-Ride Operations

Following the contract award, staff worked with Drop Mobility to identify bikeshare hub locations and develop a pricing structure. Hub locations were determined based off community input received during the feasibility study, and by prioritizing hub placement in workforce housing neighborhoods, at transit centers, and essential destinations like the grocery store and job centers. The pricing structure was designed to encourage short commuting trips, and discourage longer recreational trips to avoid competing with local bike rental shops. The “pay-as-you-go” pricing was \$3 to unlock the bike and included 30 minutes of ride time, then charged \$0.50/minute thereafter. Locals-only membership options were also available to anyone

that lives or works in Breckenridge, providing 60 minutes of ride time per day, and \$0.15/minute thereafter. Monthly memberships were priced at \$15/month and season memberships at \$50/month, notably lower than many other bikeshare memberships in other communities, along with the “Equity pass” discount mentioned earlier.

Drop Mobility hired a local operations team with a full-time operations manager and two part-time field staff to run the logistics of the program including re-balancing bikes, swapping batteries as needed, daily safety checks, cleaning, and performing maintenance of the equipment out of their leased warehouse space on Airport Rd. There was some turnover with the operations manager position that presented some challenges, but Drop Mobility was able to augment by bringing in team members from their other mature markets to ensure the program continued to run smoothly. Other challenges faced included some delays getting replacement parts from suppliers, and a high rate of broken front baskets stemming from users attempting to carry passengers in them.

The utilization of hubs is broken down by trip starts and trip ends, and rank-ordered from highest to lowest below:

Hub Name	Trip STARTS	% of Total	Hub Name	Trip ENDS	% of Total
Breck Terrace	2478	14.77%	Breck Terrace	2564	15.41%
Arts District Campus	2293	13.67%	Arts District Campus	2379	14.30%
Town Hall/ Schoonover	2035	12.13%	Town Hall/ Schoonover	2161	12.99%
Transit Center/Gondola	1463	8.72%	Transit Center/Gondola	1471	8.84%
Rec Center	1276	7.61%	Rec Center	1251	7.52%
City Market	1112	6.63%	City Market	1082	6.50%
Blue 52/River Park	1041	6.21%	Blue 52/River Park	1024	6.15%
Wellington Neighborhood	992	5.91%	Wellington Neighborhood	953	5.73%
Library	697	4.15%	Library	669	4.02%
Popsicle Park	590	3.52%	Popsicle Park	515	3.09%
French Creek Neighborhood	535	3.19%	French Creek Neighborhood	489	2.94%
Public Works / Valley Brook	502	2.99%	Public Works / Valley Brook	461	2.77%
Huron Landing/ Kenington Place	409	2.44%	Base Peak 8	376	2.26%
Base Peak 8	386	2.30%	Ice Rink/Troll	367	2.21%
Alta Verde	361	2.15%	Huron Landing/ Kenington Place	342	2.06%
Ice Rink/Troll	349	2.08%	Alta Verde	305	1.83%
CMC Station	256	1.53%	CMC Station	233	1.40%

While some hubs saw higher utilization over others, staff recommends keeping all 17 of the hub locations from this season for next year. We believe the new expansion hubs will increase utilization of the lower use hubs from this year.

The breakdown of memberships sold by type is shown in the chart below:

Membership Type	Membership Sold
Monthly Pass	576
Seasonal Pass	223
Equity Monthly	6
Equity Seasonal	1
Staff Pass	151
Total	957

As mentioned earlier, 74% of all trips made were utilized on of the membership options above. Note that the “Staff Pass” was a free membership offered to all Town of Breckenridge employees as an employee benefit, and 151 employees took advantage and activated their pass. The program was well-utilized by Town of Breck staff, who frequently used e-ride bikes to travel between meetings, town facilities, or for running quick errands on lunch breaks.

Council had also inquired about the number of trips that left the service area. That data is broken out in the table below:

Month	Total trips	Trips left boundaries	%
Sep	1583	33	2.08%
Aug	4498	53	1.18%
Jul	5699	89	1.56%
Jun	3864	53	1.37%
May	1353	45	3.33%

It should be noted that a handful of these trips included town staff testing service-area boundary notification features. There were some issues with the notification feature to users when they left the service area in the first 3 months of the season, but this has since been remedied, and additionally a physical sign was installed on the Rec path at the northern end of the service area to further educate riders on where they need to turn around.

Discussion about Winter Bikeshare Program

Town Council has inquired about the feasibility of running some version of the Breck E-Ride program through the winter, on specialized fat tire bikes. Staff has asked Drop, and they have responded that while they are currently doing some research and development on a winter/fat tire bikeshare bike, currently they do not yet even have a prototype available for testing. They were unable to offer a timeline for when their winter bikeshare equipment may be available, other than to say that it is currently under development.

Town staff also has identified the following concerns about running the bikeshare program through the winter:

- **Safety:** even with specialized equipment (fat tire bikes), and regular plowing of sidewalks and streets, slick icy/snow covered surfaces persist in our area Nov- April. While experienced riders with the right equipment are certainly able to successfully ride bikes year-round in our community, there are some safety concerns with putting a more amateur/casual rider demographic onto bikes and have them travel safely in the more challenging conditions.
- **Operational:** The hub racks would require additional staff time to go hand-shovel and clear each of these racks after each large snow event in order to keep the bikes accessible.
- **Ridership:** Other micromobility programs that do operate through winter report that their ridership is typically 70-90% less than ridership during summer months.
- **Bikes:** A specialized fat-tire bike would likely be needed in our winter climate, and currently Drop does not offer a fat-tire winter e-bikeshare bike.
- **Cost:** Although we have not seen formal cost estimates from Drop, as they do not yet offer such a product, staff anticipates that the costs to operate through the winter to have a relatively low ROI, for what we anticipate would be relatively low ridership.
- **Batteries:** We know colder temps have negative impacts on battery life, performance, and longevity. It is uncertain how the batteries would fare on bikeshare bikes that are left outside 24/7 through winter.

Many of these concerns may be remedied with the right equipment, coordination, and planning, but at this point, Staff recommends continuing to operate and establish the program in the May-Oct season for

another year or two. During that time Staff will conduct additional research on the success of winter programs in other jurisdictions and collect data to establish likely demand in Breckenridge. Staff will continue to receive updates from Drop Mobility on the development and testing of a specialized winter bike program.

Expansion

Staff has proposed expanding the program next year to 125 bikes/25 hubs. Council had asked previously if there was data available that can help inform the decision around the appropriate number of bikes/hubs. The answer is that there is no hard and fast metric for gauging this, but one key planning principle we would like to follow is to always maintain a 2:1 ratio of bikeshare parking to bikeshare bikes. Each E-Ride rack can securely park up to 10 bikes, so for every bikeshare hub we add, we should also budget for an additional 5 bikes. Thus, the number of bikes becomes more of a function of the number of hub locations we'd like to have in our system. With a "hub-to-hub" model, where trips may only begin/end at designated hubs, the program becomes more accessible and useable with more hub locations. After reviewing community feedback on hub locations from our initial feasibility study, written and verbal comments provided to staff, feedback from the mid-season survey, and geographic analysis of gaps in the service area, staff propose the following 8 hubs be added next year:

1. Alta Verde 2
2. Justice Center workforce housing
3. Lower Warrior's Mark Neighborhood
4. South end of Riverwalk Center
5. Tonopah Lot
6. Top of Prospector Park
7. Post office (Note: will need permission from the private property owner first)
8. Breckenridge Nordic Center

A map of existing hubs and the proposed 2024 expansion hubs may be found [here](#).

2024 Budget Considerations

Staff has been meeting with Drop Mobility to discuss contract terms and budget for continuation of the Breck E-Ride program in future seasons. Staff's recommendation is to grow the program from this year's 75 bikes/17 hubs to 125 bikes/25 hubs in 2024. The total contract cost for this year's program was \$248,500, with 50% of that covered by a CDOT Multimodal Transportation and Mitigation Options Fund (MMOF). The total contract cost for next year with the proposed expansion would be \$369,000, with 50% (\$184,500) of that amount to be reimbursed back to the Town through already-awarded CDOT MMOF grant funds. The total contract amount, divided by the number bikes provided, decreased from \$3,313/bike in 2023 to \$2,952/bike in 2024. Additionally, there would be a revenue share to the Town that is mentioned later in this memo. As with this year, this budget covers the cost for Drop providing a turn-key e-bikeshare program including the hardware, software, maintenance, operations, and customer support.

For the contract, Drop has requested the Town commit to a non-binding three-year term, which will be subject to standard Town language related to TABOR limitations and annual budget appropriations. A 3-year commitment from the Town, even if it is non-binding, provides some confidence to their investors and allows them to better plan and invest resources and staffing for the program.

At our request, Drop has included in this budget a commitment to switch to an all-electric van and e-cargo bike to do their operations work, which will improve the GHG emissions-reduction goals of the program as well as improve public perception. To accomplish this, they have proposed a 70% (Drop) / 30% (Town) revenue share, and Drop will use part of their revenue share to pay for the electric van. Drop has estimated revenue for the E-Ride program in 2024 to be \$100,000, so an estimated \$30,000 in revenue would conceivably be available for the Town to apply towards the cost of the program for the following year.

Budget breakdown:

Description	Monthly or one time (US\$)	Total (US\$)
Deployment and set up (one-time, annually)	\$10,000	\$10,000
Hardware, software customization (one-time, annually)	\$10,000	\$10,000
E-bike monthly leasing (125 e-bikes x \$175/bike) *for 6 mo	\$21,875	\$131,250
Per Hub Operations Cost (25 hubs x \$150/ hub) *for 6 mo	\$3,750	\$22,500
Software monthly platform fee (\$15/ bike)	\$1,875	\$11,250
Operations and administration (May-Oct)	\$24,000	\$144,000
Purchase of a rebalancing e-cargo bike	\$10,000	\$10,000
Off-season all inclusive cost, buffer (Nov-Apr)	\$4,000	\$24,000
Marketing and community outreach *for 6 mo	\$1,000	\$6,000
Total cost to run system for 1 year		\$369,000

Future Grant Funding Opportunity

Staff is closely tracking the Colorado Energy Office's [Community Accelerated Mobility Project \(CAMP\)](#) Phase 2 grants, with \$2 million in total funding available for electric community mobility projects in the implementation phase, that will open-up for applications in early 2024. Staff is confident that the Breck E-Ride will be a competitive candidate to receive funds from this opportunity.

Staff Recommendations

Given the success of the Breck E-Ride pilot program in 2023, staff recommends supporting expansion of the program in 2024 to increase sustainable transportation options that reduce traffic and parking congestion, as well as reduce vehicle miles traveled and the associated greenhouse gas emissions.

Memo

To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Steve Worrall, Streets Assistant Manager
Date: 9/19/23 (for meeting of September 26, 2023)
Subject: Dark Sky Community Certification Update

Staff presented the general concept of Dark Sky Community Certification January 24th after public comment from a citizen regarding the desire for the Town to pursue certification. At the request of Council, Community Development and Public Works staff returned with the cost implications of converting the Town's noncompliant Welsbach street lights, the ongoing maintenance issues with the Welsbach fixtures, potential for smart poles, and private property implications of certification at the April 24th meeting. At that meeting, Town Council gave direction for staff to proceed with the replacement of Welsbach light fixtures throughout Town to the Providence fixture to have one primary type of fixture which would be easier to maintain. Public Works explained that the Welsbach fixtures are also in diminishing condition and difficult to keep repairing. To meet the certification requirements, municipal lights would need to conform within five years of certification and include dimmers and self timer capabilities on each fixture. In addition, Council gave direction for staff to apply to Dark Sky International (DSI) for the community certification.

PROVIDENCE



Staff from Community Development, Public Works, IT, and Police Departments have been meeting regularly as the Dark Sky Certification Committee to work through any internal concerns in addition to researching potential smart pole technology (not a part of community certification). The Committee is in agreement with the requirements and proposal and is in process of preparing the application, updating the Engineering Standards and taking required development code changes for private properties forward to the Planning Commission. Eventually the code changes will come before the Town Council for a work session and ordinance.

Public Works has begun purchasing inventory items (fixtures and upgrade kits) to upgrade existing Providence fixtures and replace Welsbach fixtures. Working from the outside of Town towards the downtown corridor, staff recommends an annual work plan of upgrading and replacing fixtures in distinct areas in the upcoming years per the map attached and information below:

Street Light Replacement Timeline and Cost:

2024 – North and West areas of Town – approximately 530 lights to include Airport Road, side streets off Airport Rd, Rec Center, Ski Hill Road, all side streets off Ski Hill Rd.

2025 – Complete West areas, South side, and begin work on East side of Town – approximately 270 lights to include Four O’Clock Rd, Kings Crown, Village Rd, Warriors Mark, Warriors Mark, Boreas Pass Rd, Upper Wellington Rd, Corkscrew Rd, Campion Trail, and Wellington Neighborhood.

2026 - East side of Town – approximately 150 lights to include Wellington Rd, High St, Harris St, French St, BGVCC, Briar Rose, French St parking lot, and Klack Parking lot.

2027, 2028, 2029 – Core of Town – approximately 150 lights each year to include Park Ave, Main St, Ridge St, Watson Ave, Wellington Rd, Lincoln Ave, Washington Ave, Adams Ave, Jefferson Ave, pedestrian corridors, parking lots, and alley ways.

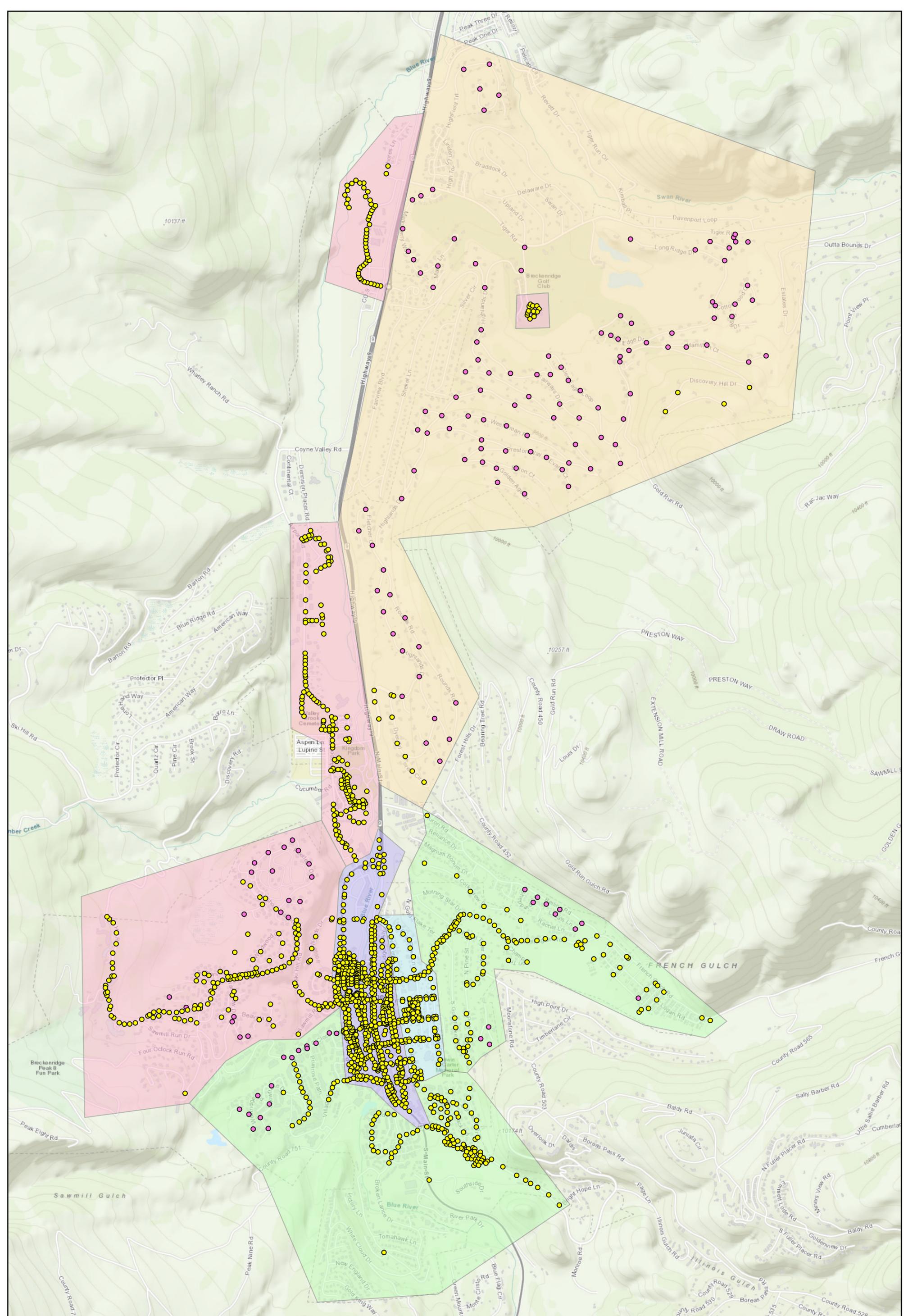
Total cost estimate: \$3.6 million (\$200,000 increase since April presentation of \$3.4 mil after getting more refined costs from vendors and contractors). Staff notes that we anticipate seeing a 10-12% increase year over year in inventory costs and accelerating the timeline would save money. The proposed 2024 Capital Improvements Budget shows \$500k a year for 5 years, totaling \$2.5 million which will need to be modified to meet the estimated costs.

Xcel Light Poles: The map shows that in 2030, the Town could replace Xcel owned streetlights which consists of approximately 180 lights, predominantly found throughout the Highlands neighborhood as well as some in Shock Hill, Vista Point, Warrior’s Mark and West Ridge/Snowflake Rd area. At this time, Xcel is not interested in allowing the Town to install the Providence fixtures on their poles. Xcel believes the best approach for the Town would be to purchase the lights/poles from Xcel and then trench in our own power shut off and install the fixture of our choosing. This would be very expensive, potentially adding an additional \$1.5 million for the 180 lights (11% of the street lights in Town). This cost is difficult to predict as estimating electrician costs years into the future is not exact. Staff has consulted with DSI on whether Xcel owned street lights would be required to be converted for certification as they are not owned or controlled by the Town. Final determination is made by the DSI certification review committee after application submittal but their initial response is that if the Town tries to get Xcel to convert the lighting, can produce evidence as such and Xcel does not agree, this would not override certification eligibility.

Smart Pole Technology: The Town’s internal Dark Sky Certification Committee has been focused on the dark sky certification application and does not have a recommendation as to whether smart pole technology would be worthwhile and useful for the Town. If smart technology is found to be a worthwhile tool, staff will return to Town Council with a proposal after it is vetted thoroughly by each department. These technologies, if we proceed, would be integrated in future years work plans. In April, staff estimated smart poles would cost approximately \$2.1 million if utilizing ¼ of the light poles in Town.

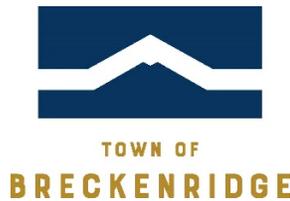
Staff will be available at the work session for questions. We are seeking Council's direction on the following questions:

1. *Does Council support the proposed street light replacement timeline or wish to accelerate it to save costs?*
2. *Is the Council interested in pursuing fixture and pole purchase of 180 Xcel owned poles to convert to conforming fixtures at a current estimated cost of \$1.5 million?*



Proposed Street Light Replacement Annual Plan
Town of Breckenridge

- 2024
- 2025
- 2026
- 2027 - 2029
- 2030
- TOB Light
- Xcel Light



To: Breckenridge Town Council Members
From: Laurie Best, Housing Manager
Date: 9/20/2023 (for September 26, 2023)
Subject: Upper Blue Sanitation District (UBSD) Housing Project

Town staff has been approached by the UBSD about a housing project they want to pursue at their Airport Road property. The plan would require access through Town-owned land and a revision to an easement that encumbers the UBSD site. We have scheduled a worksession to discuss this proposal with the Council to determine if you are supportive of their request. If the Council agrees there is sufficient public benefit to support this request, an Ordinance for formal approval will be scheduled at a later date after the entitlement process is complete.

The UBSD owns Lot 2 Iowa Hill Subdivision, a ten-acre parcel that is the location of their offices and plant. The Town of Breckenridge owns the adjacent Lot 1 Iowa Hill subdivision that is the location of Public Works, the Iowa Hill trailhead, and an unimproved parking area. The UBSD is proposing to build two deed restricted single-family units towards the southern portion of their property. The homes would be owned by the UBSD and used as rental housing for their staff. The property is not proposed to be subdivided and the rental units will be retained by the UBSD. The residential development is proposed on the UBSD property just south of their paved parking lot and has adequate density available on site. There is a level building site that is elevated 10-15 feet above the parking lot but because of the topography it would not be possible to provide a driveway to the residential pad from the UBSD parking lot. In addition, there is a large trail easement area dedicated to the Town on the UBSD property that restricts any development in the proposed location. There is no developed trail, but the large easement area restricts development in this area. The UBSD has developed a plan/proposal to address both issues.

The UBSD is proposing to:

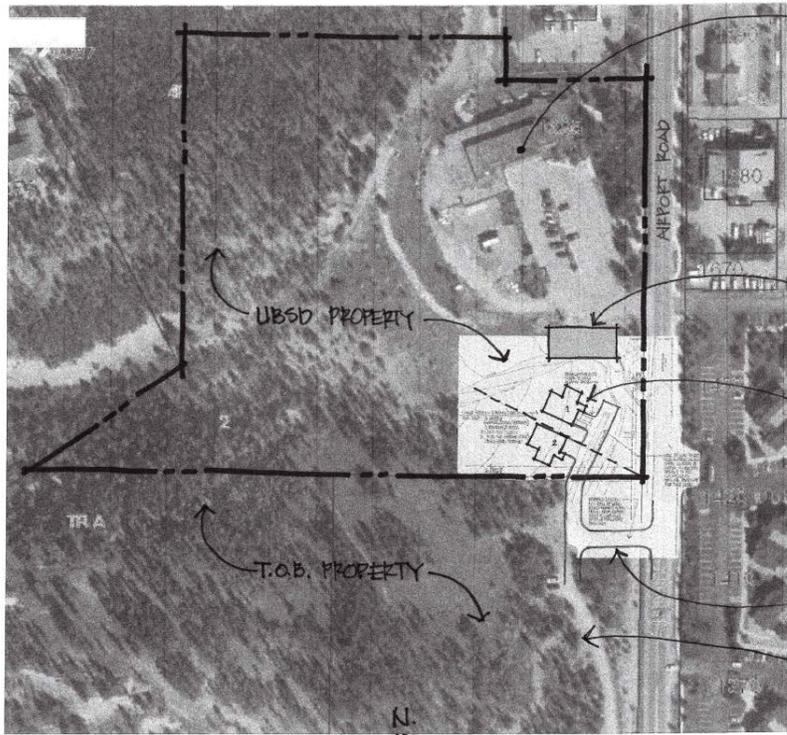
- 1) construct a new drive off of Airport Road on the Town Lot #1 that would serve their residential units while also providing a new and improved access and paved parking to the Iowa Hill Trailhead, and
- 2) realign the trail easement on the UBSD Lot # 2 to a location that would still enable a trail connection across the UBSD property to Town-owned land in the event there is ever a desire to create a trail in this location.

We've reviewed the UBSD proposal with the Town Engineer and the Open Space and Trails Manager. There is support for the location of the new access easement as well as the revision to the existing trail easement with the following conditions:

- UBSD will build two single family homes and deed restrict those homes for occupancy only by employees of the UBSD, the Town of Breckenridge, or other municipalities or community service providers.
- UBSD will construct and pave the new driveway off Airport Road on the Town lot, as shown on the attached drawing, with a T intersection with residential units to the north and the Iowa Hill trailhead parking to the south.

- UBSD will construct and pave the trailhead parking area on the Town lot which will include a maximum of 20 spaces (final plan to be determined by Community Development and Open Space and Trails). The UBSD will be responsible for maintaining the drive to their units and the Town will maintain access to the south of the T for the trailhead.
- UBSD will amend the trail easement currently shown on the Iowa Hill Plat to match the new alignment shown on the attached plan.
- UBSD will provide an easement for a potential bus stop/shelter on their Lot #2.
- Town of Breckenridge will provide UBSD a 25' wide access easement across Lot #1 for the new driveway to provide access to the residential units on Lot #2.
- Town of Breckenridge will reclaim the existing Iowa Hill Trail dirt road access from the Public Works driveway. This is an improvement that prevents conflict between Public Works vehicles and trail users.
- UBSD will need to submit an application for a development permit which will be reviewed and processed through Community Development. This will also include review of the driveway by Red, White, and Blue.

Staff supports the request, and we look forward to your feedback. If the Council is in support of the proposal, we would propose the applicant obtain their development permit approval first and then the easements will be established/recorded as a condition of the development permit.



N
 **AERIAL PLAN**
 NO SCALE

LOCATION OF GARAGE IN EXISTING FACILITY

PROPOSED LOCATION OF NEW GARAGE (SIMILAR TO EXIST. GARAGE)

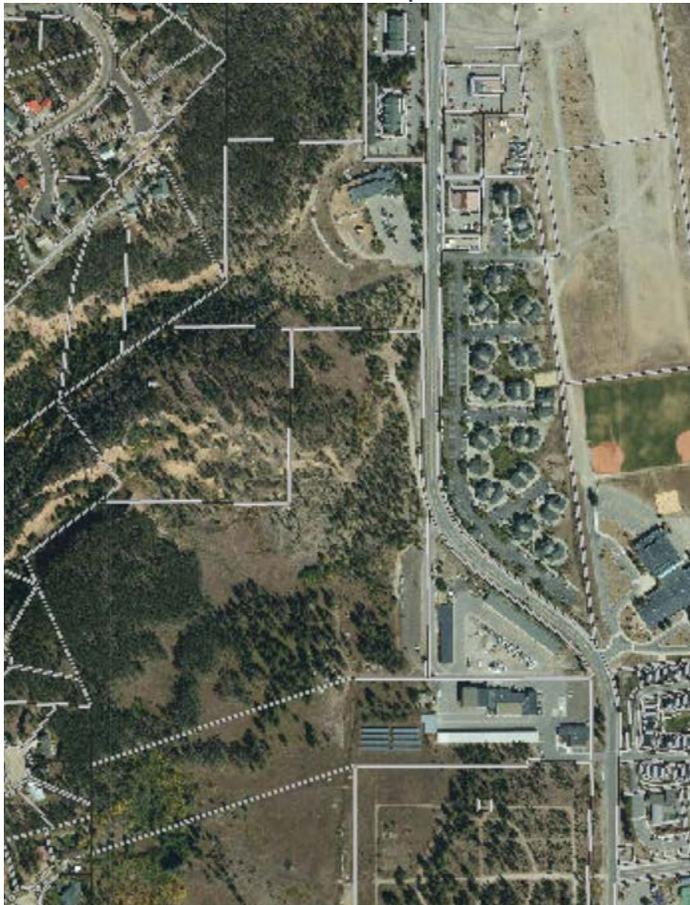
PROPOSED NEW EMPLOYEE HOUSING UNITS

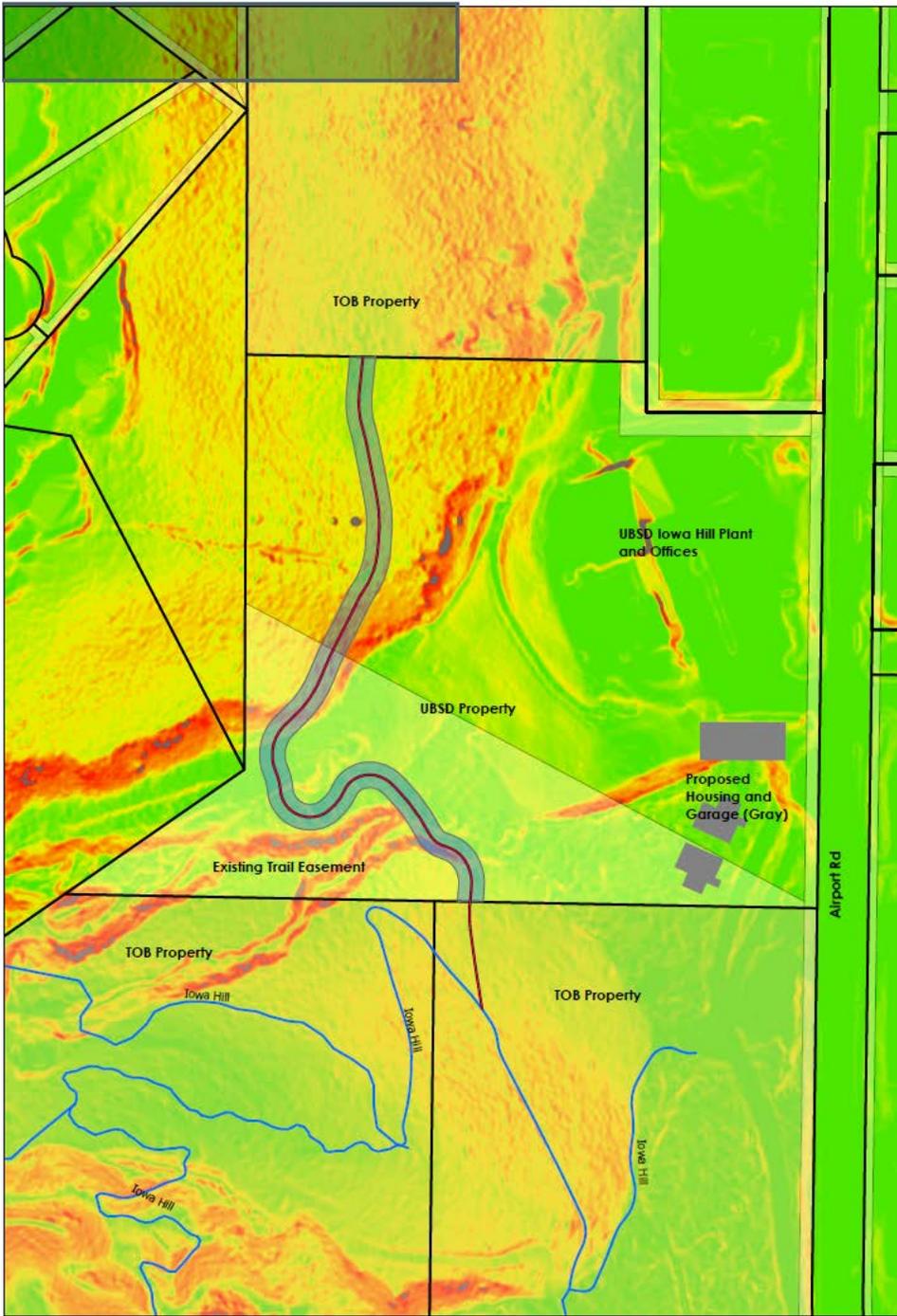
PROPOSED SHARED ACCESS DRIVE

SEE ENLARGED AERIAL PLAN FOR PROPOSED TRAILHEAD PARKING LOT

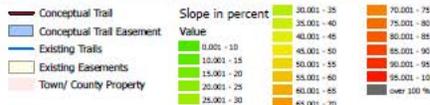
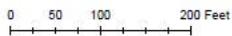
 JW architecture, llc	
UPPER BLUE SANITATION DISTRICT EMPLOYEE HOUSING 1555 AIRPORT ROAD LOT 2, HONDA HILL SUBDIVISION BRECKENRIDGE, COLORADO	
TRAIL/ACCESS 7/17/23	
©COPYRIGHT 1	CP 4

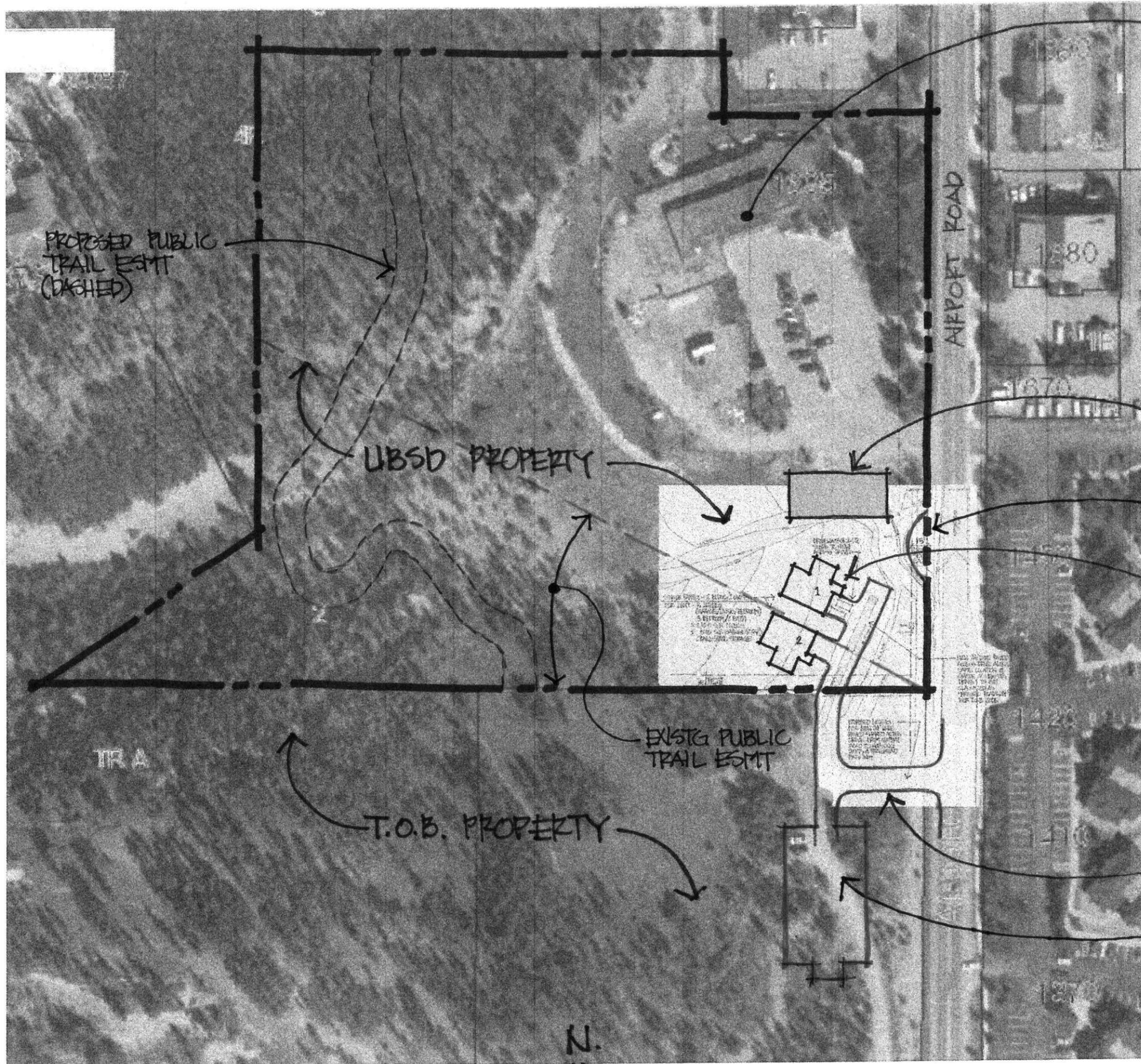
8864 s. Indian creek court, highlands ranch, co. 80126
 303.330.0352 jw@jwarchitecture.com





Conceptual Trail Easement
UBSD Iowa Hill Property





LOCATION OF GARAGE IN EXISTING FACILITY

PROPOSED LOCATION OF NEW GARAGE (SIMILAR TO EXISTG GARAGE)

PROPOSED EASEMENT FOR POTENTIAL BUS STOP/SHELTER

PROPOSED NEW EMPLOYEE HOUSING UNITS

PROPOSED SHAPED ACCESS DRIVE

PROPOSED TRAILHEAD PARKING LOT (PAVED) - MAXIMUM 20 SPACES

PROPOSED PUBLIC TRAIL ESMIT (DASHED)

UBSD PROPERTY

EXISTG PUBLIC TRAIL ESMIT

T.O.B. PROPERTY

AIRPORT ROAD



AERIAL PLAN

NO SCALE



architecture, llc

8864 s. indian creek street, highlands ranch, co. 80126
970.389.0492 jerry@jmwarchitecture.net

UPPER BLUE SANITATION DISTRICT
EMPLOYEE HOUSING

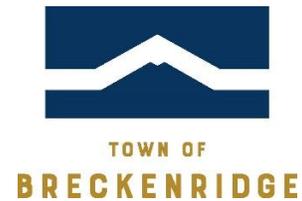
1605 AIRPORT ROAD
LOT 2, IOWA HILL SUBDIVISION
BRECKENRIDGE, COLORADO

CONCEPTUAL PLAN
9/7/23

© COPYRIGHT

1

OF 1



Memo

To: Town Council
From: Planning Staff
Date: September 18, 2023, for the meeting of September 26, 2023
Subject: BGV Peak 8/ Gold Rush Lot Development Summary Analysis

During this worksession we will revisit unresolved items from previous worksessions related to Parcels 1, 2, 3, 5, and 6. Staff will summarize various discussion points by parcel and outline the code-based ramifications of those proposed development concepts. A full worksession devoted to Parcel 4 is scheduled for October 6.

Staff Analysis of the Proposed Development Concepts

Parcel 1 Concept (North Gondola)

Day Skier Parking: The use of Parcel 1 is proposed to remain unchanged as Day Skier Parking. As currently constructed, the parking lot fails to meet several Code requirements related to lighting, landscaping, site buffering, snow stacking, and drainage for off-street parking facilities. Relevant Code sections are listed below.

9-3-9: Design Standards for Off Street Parking Facilities:

E. Lighting: "All parking facilities containing ten (10) or more parking spaces shall submit a photometric plan".

J. Landscaping: "A minimum of twenty-five (25) square feet per parking stall shall be utilized for landscaping purposes."

9-1: The Town Development Code

Landscaping (22/A): "Not less than six percent (6%) of the interior area of a parking lot shall be landscaped."

Drainage (27/A): "It shall be the responsibility of the applicant to provide drainage improvements as required by the engineering regulations, including downstream improvements necessary to adequately serve the project."

Site Buffering (7/R): "Developments should be buffered from adjacent properties and public rights-of-way and should attempt to provide a maximum degree of privacy for occupants of both the site and surrounding properties. To achieve this, buildings and other development impacts should be located to allow for site buffering. Buffering between the developments and neighboring properties may include, but are not limited to:

- Preservation of existing mature tree stands or specimen trees.
- The physical distance from property edge to the development.

- Landscaped berms at the property perimeter.”

Snow Removal and Storage (13/R): “It is encouraged that a functional snow storage area be provided which is equal to approximately twenty five percent (25%) of the areas to be cleared of snow.”

Presently, the parking lot has no lighting, internal landscaping, or adequate drainage facilities. The lot also does not meet Town recommendations for site buffering or snow storage. Since parking is the proposed long-term use of this parcel, staff believes this is the time to address these specific Code deficiencies. However, the result of providing such facilities will be a decrease in the amount of parking that can be provided on the North Gondola Lot.

Does the Council agree that these deficiencies should be addressed via code, or is there an alternative approach that Council desires staff to explore further with the applicant, to come more (but not entirely) into conformance?

Parcel 2 Concept (North Goldrush Lot)

Workforce Housing and Parking: At the August 22nd worksession, the Council supported the concept of workforce housing and skier parking for Parcel 2. The Council requested more information to help determine the appropriate unit count. Additional workforce housing design information has not yet been provided and will need to be discussed at a future meeting. Based on discussions with BGV, it is likely that the refined housing count they come back with will be similar to the counts shown at the August 22nd meeting.

The Council also requested information about different pedestrian crossing options including a pedestrian tunnel option. This topic will also need to be revisited at a future worksession.

Between the North Gondola Lot, the South Gold Rush Lot, and North Gold Rush Lot, a total of 1,010 day-skier parking spaces are required to be maintained per the existing parking agreement with Vail Resorts. Recently, staff counted parking spaces and found the three existing parking lots contain only 861 Code compliant parking spaces (525 North Gondola Lot and 336 for the Gold Rush Lots). It should be noted that this calculation does not contemplate the compliance requirements noted in Parcel 1. It is unknown if a redesign of the existing parking lots could yield more code-compliant spaces. If the parking space deficiency is not addressed, then the Parking Agreement between the Town and the Ski Area may need to be modified.

Assuming a deficiency, is it the Council's expectation that the deficiency of 149 parking spaces be corrected with this proposal?

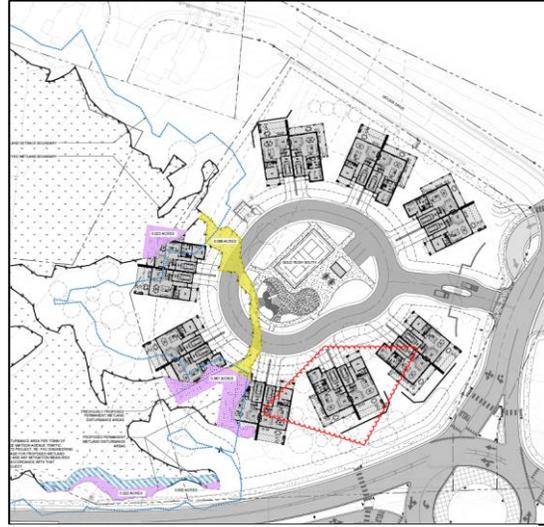
Finally, staff re-emphasizes that all design options for this site should retain the mature tree buffer along Park Avenue. Engineering staff also requests a revised design for shuttle drop-off and pick-up on the south end of the parking structure.

Parcel 3 Concept (South Gold Rush Lot)

Density and Site Buffering: With 16 units and 48,000 sq. ft. of density, the current concept has 53% more density than previous application featured under the Gondola Lots Master Plan. Previously, during the site-specific development review, the programming was reduced to 5 buildings with 34,135 sq. ft. of density, as shown in the “Previous Site Plan” diagram below. The reduction in buildings was requested by the Planning Commission to better preserve tree buffer along Park Avenue and reduce site disturbance. Light green areas in the previous site plan depicts trees to be retained and dark green represents trees to be removed. With this tree preservation plan, the Commission found the proposal complied with the Master Plan because most of the tree removal was required to accommodate the roundabout and pedestrian improvements.



Previous Site Plan



Current Site Plan

The current site plan, shown above, depicts building footprints within areas that were previously depicted for tree retention (the green areas shown in the “Previous Site Plan”).

Staff requests the Council provide feedback on tree retention for Parcel 3 and the appropriate level of density for the parcel.

Wetlands: At the September 12th worksession, the Council expressed a desire to minimize the need for relief from the Town’s Wetlands Policy and to better understand the wetlands report. BGV is in the process of creating the wetlands report. Since a report is currently unavailable for the Town Engineer to review, staff is unable to provide the Council additional feedback on the proposed wetlands disturbance at this worksession.

Parcel 4 Concept (East Peak 8 Hotel Site)

To be discussed at the October 6th meeting.

Parcel 5 Concept (Four O’clock SFH Sites)

The Council did not have any substantial concerns with the two homesites (7,500 square feet of density each) but did emphasize a desire for the applicant to work with the adjacent neighbors in the Four O’clock subdivision and retain site buffering and formalize trail access. The Council also supported utilizing a private driveway for access to the two homesites. A master plan amendment is required to allow single-family homes in the Peak 8 Base Area of the Peak 7 and 8 Master Plan.

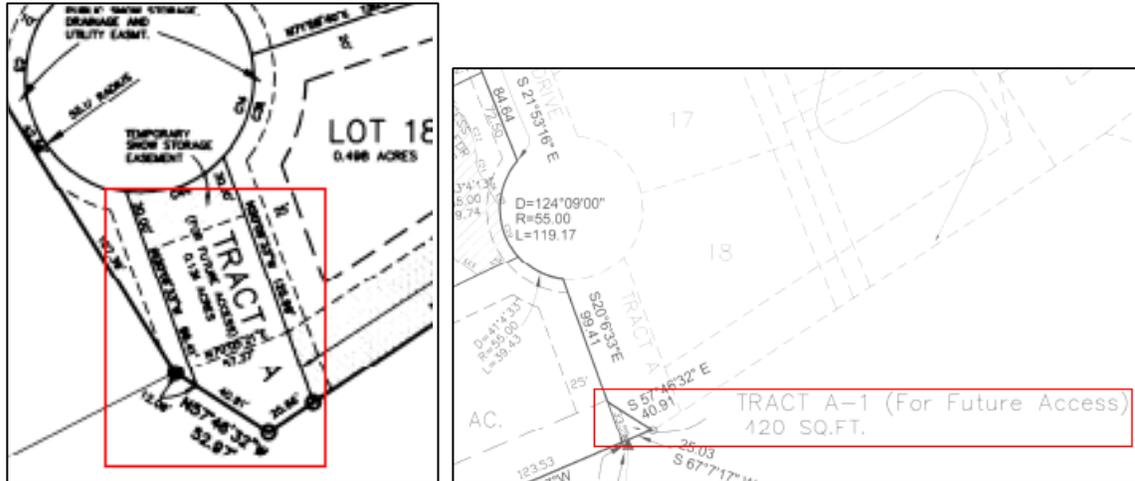
Parcel 6 Concept (Area Southwest of Timber Trail)

Rezoning: Parcel 6 is currently in Land Use District 1 (LUD 1--low density of one unit per 10 acres) and is also included in the Peaks 7&8 Master Plan as part of the Ski Area Terrain planning area (see attached master plan), with no density assigned to it. To allow the density for the proposed subdivision, the property would need to undergo a rezoning. This process would involve, at a minimum, an amendment to the Peaks 7&8 Master Plan to allow for the proposed new density of about 20 units on 11 acres of land. The Master Plan would include public hearings where neighbors and interested persons could provide testimony. If the Council determinates in the Development Agreement that compliance with Development Code Policy 2 (Land Use Guidelines) is waived, then an amendment to LUD 1 would not be needed. Staff seeks Council feedback if they are comfortable waiving conformance with the Land Use Guidelines as part of the Development Agreement. If the Council does not support the waiver, then an amendment to the Land Use Guidelines would also be required to facilitate the rezoning. Previously, when the adjacent Timber Trail Subdivision was developed, Land

Use District 40 was not amended. The allowance for additional density associated with the Timber Trail Subdivision was granted through the Development Agreement and associated Peak 7 & 8 Master Plan.

Does Council support waiving compliance with the Land Use Guidelines as part of the Development Agreement to facilitate rezoning of Parcel 6?

Access: (Easement and Length and Grade) Tract A of Timber Trail Filing 1 is platted to provide access for future development on the adjacent parcel. Plat note 10. of Timber Trail Filing 1 states “Tract A (For Future Access) hereby is reserved by Timber Trail, Inc. to provide access, by easement or dedication, to the adjacent property in the event that the need for such access arises in the future”. A highlight of Tract A from sheet 2 of the plat is shown below.



Tract A Highlight (Timber Trail Filing 1)

Tract A-1 Highlight (Timber Trail Filing 2)

Tract A was not affected by the subsequent Filing 2 of Timber Trail (note the ghosted lines of Tract A) but an additional access, Tract A-1, was provided. Plat note 10. of Timber Trail Filing 2 similarly states “Tract A-1 (For Future Access) hereby is reserved by Timber Trail, Inc. to provide access, by easement or dedication, to the adjacent property in the event that the need for such access arises in the future”. A highlight of Tract A -1 from sheet 2 of the Timber Trail Filing 2 plat is shown above. The recorded plats for Timber Trail Filings 1 and 2 are included in the packet in their entirety. Both Tract A and A-1 are currently owned by Vail Summit Resorts.

Since access was planned at the end of Timber Trail Drive during the original platting, staff recommends the current Timber Trail Drive be extended to provide access to the homesites proposed on Parcel 6. At the September 12th worksession, the Council indicated their preference for using the existing access through Timber Trail, as opposed to a new access road.

Home Size: The conceptual lots range in size from 0.3 (6 total) to more than 1.0 acre (6 total). These lot sizes are similar to the 22 lots in the neighboring Timber Trail Filings 1 and 2 which range in size from 0.34 (2 total) to 1.06 (1 total) acres. Previously, some Council members expressed concern whether a 0.3 acre lot was large enough to accommodate a 7,500 sq. ft. home. Currently, the two 0.34 acre lots in Timber Trail have homes that are just over 6,000 sq. ft., which is a Floor Area Ratio (FAR) of 1:2.5. Overall, the average FAR for the Timber Trail neighborhood is 1:3.46.

Staff believes there are two possible ways to address home size for the smaller lots of Parcel 6. The first option is to establish a maximum home size of the lesser of 1:3.5 FAR or 7,500 sq. ft. The second option is to maintain the proposed 7,500 sq. ft. limit and combine some of the smaller lots together to establish a minimum lot size of 0.5 acres.

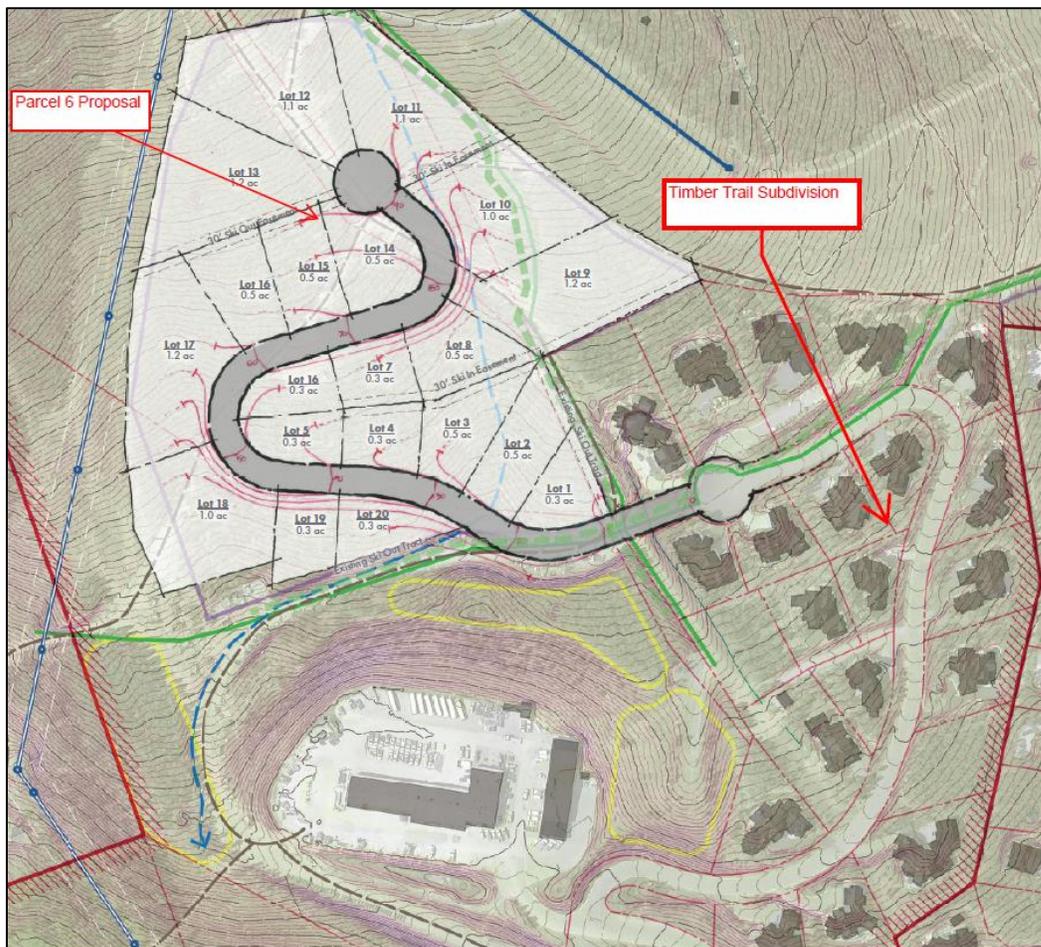
Staff requests feedback on how to address home size for Parcel 6.

Lot Shape and Dimensions: Staff notes the many of the proposed lots do not feature plain geometric shapes which is required by the Subdivision Code cited below.

“In general, side lot lines shall be at right angles or radial meaning at more than a 30-degree angle to curving street lines unless a variation from this rule provides a better street plan or lot layout, when an open space parcel is created, or the proposed subdivision is generally consistent with a vested master plan that displays proposed lot lines. Lots shall take the form of plain geometric shapes except where conditions existing on the site, such as wetlands, steep hillsides, or other environmentally sensitive areas warrant the use of nonlinear lot shapes, when an open space parcel is created, or the proposed subdivision is generally consistent with a vested master plan that displays proposed lot lines. Flag lots or other irregular shapes proposed as a means of manipulating the square footage of lots in developed areas shall not be permitted.”

Staff understands the proposed lot layout is mainly a result of the grade of the slopes which dictate the placement of the road and has a corresponding effect on the shape of the lots. Staff believes the subdivision Code provides relief from the strict interpretation of this policy due to the existing slopes of parcel. Staff further finds the proposed layout is very similar to the neighboring Timber Trail Subdivision. Both the proposed concept for Parcel 6 and existing Timber Trail Subdivision are shown below for comparison. The only proposed lot staff is concerned with regarding this policy is Lot 9 due to its flagpole entrance and ski trail alignment running through the front third of the lot. Staff recommends eliminating the elbow of the lot line and pulling back the ski easement farther into lots 9 and 10. The subdivision layout at this time is conceptual and there will be an opportunity for staff to work with the applicant refining the final lot lines at the time of subdivision application.

Is the Council generally comfortable with the proposed lot shapes for Parcel 6?



Open Space Dedication: BGV has indicated that they will pay the 10% fee-in-lieu dedication towards open space to comply with the Subdivision Code's requirement for a 10% open space dedication. Prior to subdivision, an independent appraisal will be contracted to determine the 10% value. The appraisal is appropriate to occur at that time, as land values could change significantly between now and the time of subdivision, which could be several years from now.

Water Service: All water service for the Peak 8 area is serviced by the water storage tank that is located adjacent to Four O'clock Run. Public Works staff believes that this storage facility has enough capacity to service the proposed Parcels 4, 5 and 6 but notes that additional pump capacity to augment the tank water is likely needed. The added pumps will increase the Town's operations and maintenance costs associated with providing electricity to pump water uphill and maintain the pumps.

To ensure adequate and reliable water delivery, Public Works staff requests a hydraulic analysis be completed. A hydraulic analysis is the study of the water system network and evaluates water flows within the distribution system under the worst-case conditions such as peak hourly design flow plus fire flow, when required. A hydraulic analysis includes consideration of all factors affecting system energy losses and establishes the adequacy of design for distribution system components such as piping, elevated storage, booster stations, or similar facilities used to pump and convey water to consumers.

Summary Table:

Staff has also included a summary table of outstanding questions for the Council and anticipated requests for Code relief from the applicant. Staff will be happy to receive any additional feedback or answer any questions.

Summary of Considerations		
Parcel Name	Questions for Council	Requested Code Relief
Parcel 1 (North Gondola)	<ul style="list-style-type: none"> Should the site be required to meet the Town's off-street parking standards (landscaping/buffering, drainage and snow storage, lighting, parking and drive aisle dimensions)? 	<ul style="list-style-type: none"> Relief from the off-street parking standards.
Parcel 2 (North Gold Rush)	<ul style="list-style-type: none"> Determine the appropriate amount of workforce housing units. 	<ul style="list-style-type: none"> Additional density for the purpose of building more workforce housing than required by Code. (Existing density must be utilized for all required employee mitigation.) Possible relief from Policy 7/R for cutting into the hillside.
Parcel 3 (South Gold Rush)	<ul style="list-style-type: none"> Determine the appropriate amount of site programming (density and site disturbance). 	<ul style="list-style-type: none"> Allow revegetation of trees lost on Park Avenue due to roundabout and sidewalk construction.

	<ul style="list-style-type: none"> • Determine the appropriate amount of tree preservation. • Determine the Amount of acceptable, if any, wetland disturbance. 	<ul style="list-style-type: none"> • Allow off-site mitigation of .2 acres of non-jurisdictional wetlands. • Allow disturbance inside the 25' wetlands setback. BGV would agree to a declaration by the Town of a limitation of a future determined number of square feet encroachment inside the setback to be pre-determined in the development agreement. • Accept the 4-acre dedication of wetlands and Open Space as additional community benefit for above.
Parcel 4 (East Peak 8 Hotel)	<ul style="list-style-type: none"> • To be reviewed on Oct. 6th 	<ul style="list-style-type: none"> • To be reviewed on Oct. 6th
Parcel 5	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Possible relief to exceed recommended slope for driveways.
Parcel 6	<ul style="list-style-type: none"> • Determine the appropriate home size limitation/ FAR • Need feedback on lot shape and dimensions. • Choose a preference between Rezoning or a Master Plan Amendment. 	<ul style="list-style-type: none"> • Master plan amendment, waiver of LUGs, and density transfer. • Possible relief to exceed recommended slope and length for a dead-end roadway. • Possible relief to exceed recommended slope for a driveway. • May wish to proceed with development without having a Hydrology Analysis performed.
All Parcels	<ul style="list-style-type: none"> • We need to understand exact densities to assign in each area. 	

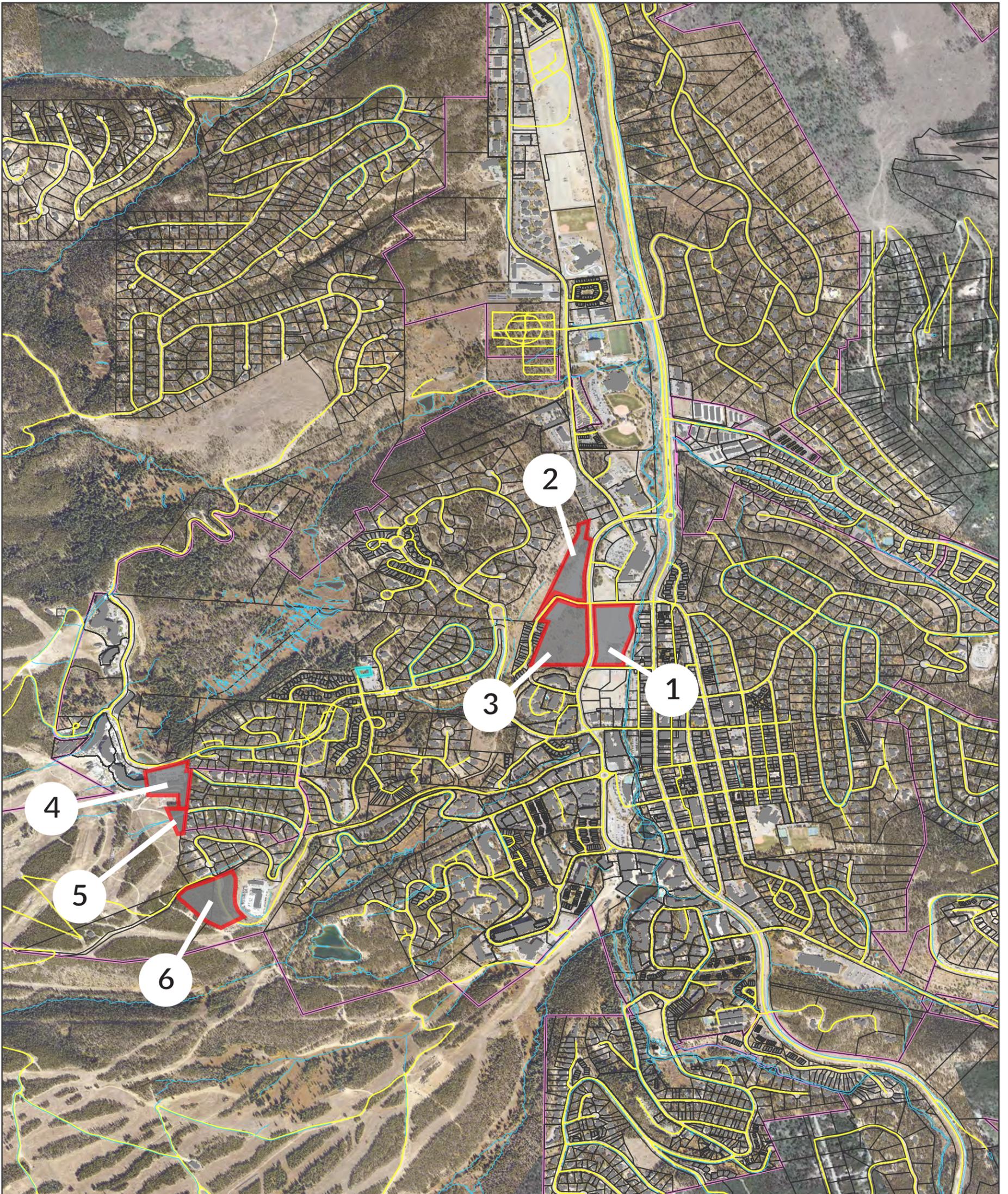


Breckenridge Grand Vacations Proposal

Overview Map

TOWN OF BRECKENRIDGE
COMMUNITY DEVELOPMENT

- 1** North Gondola Lot
- 2** North Gold Rush Lot
- 3** South Gold Rush Lot
- 4** East Peak 8 Hotel
- 5** Grandview Chalet Homes
- 6** Grandview Single Family Home Lots



Legend

- Streams
- Streets
- Parcel Lines
- Building Footprints
- Town Boundary





TOWN OF BRECKENRIDGE
COMMUNITY DEVELOPMENT

Breckenridge Grand Vacations Proposal

Gold Rush/ Gondola Lots Map

1 North Gondola Lot	2 North Gold Rush Lot	3 South Gold Rush Lot
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Legend

- Streams
- Streets
- Parcel Lines
- Building Footprints
- Town Boundary

0 250 500 1,000 1,500 Feet





TOWN OF BRECKENRIDGE
COMMUNITY DEVELOPMENT

Breckenridge Grand Vacations Proposal

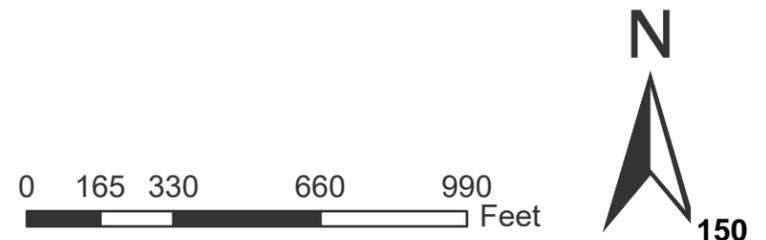
Peak 8 Map

4 East Peak 8 Hotel	5 Grandview Chalet Homes	6 Grandview Single Family Home Lots
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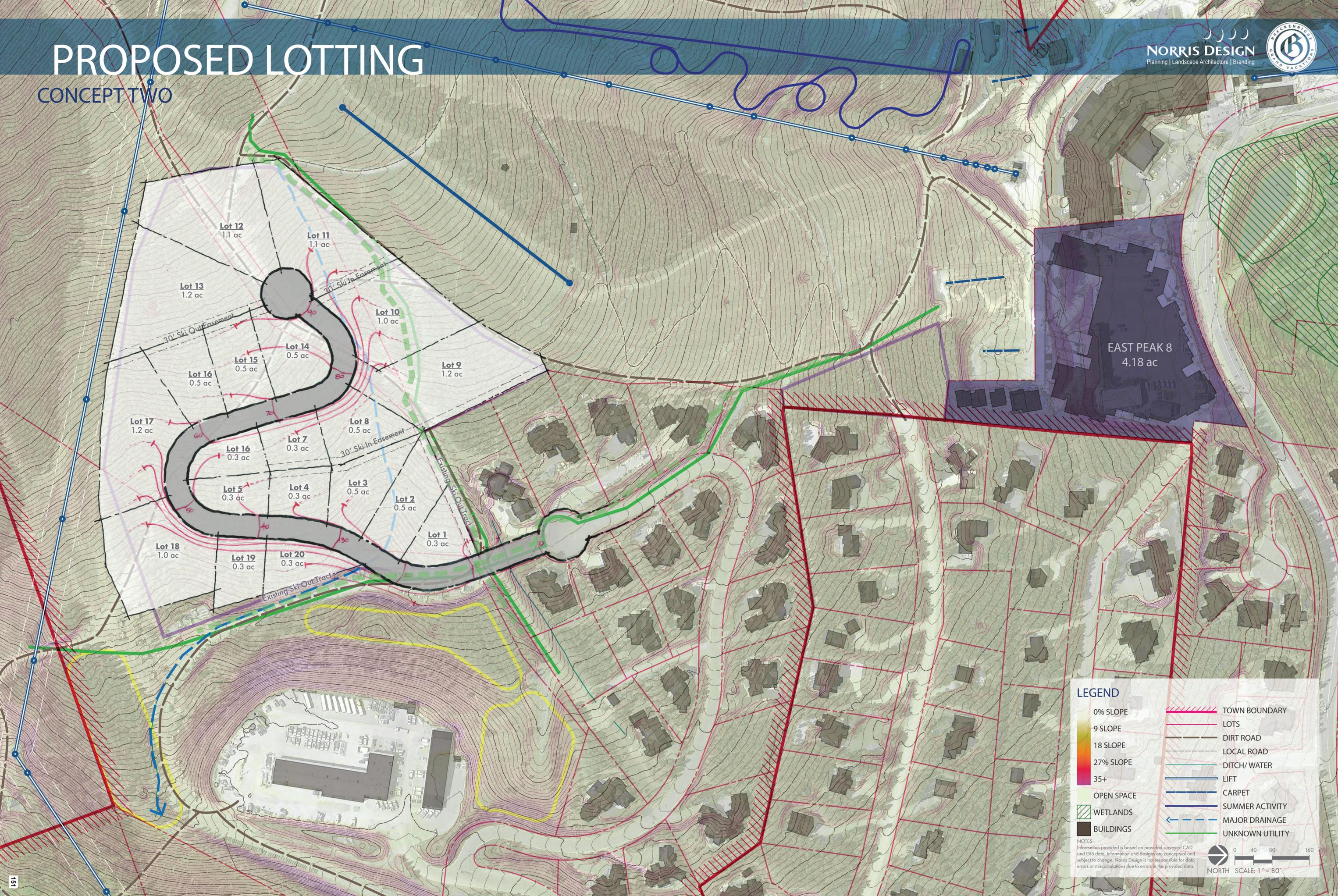
Legend

- Streams
- Streets
- Parcel Lines
- Building Footprints
- Town Boundary



PROPOSED LOTTING

CONCEPT TWO



LEGEND

0% SLOPE	TOWN BOUNDARY
9 SLOPE	LOTS
18 SLOPE	DIRT ROAD
27% SLOPE	LOCAL ROAD
35+	DITCH/WATER
OPEN SPACE	LIFT
WETLANDS	CARPET
BUILDINGS	SUMMER ACTIVITY
	MAJOR DRAINAGE
	UNKNOWN UTILITY

NOTES:
 Information provided is based on provided surveyed CAD and GIS data. Information and designs are conceptual and subject to change. Norris Design is not responsible for data errors or miscalculations due to errors in the provided data.

0 40 80 160
 NORTH SCALE: 1" = 80'

BGV Duplexes			
	Acres	Square Feet	Garage Square Feet
Average	0.224	3,000	Included in recommended square footage cap
Total	3.59	48,000	Included in recommended square footage cap

The Woods			
	Acres	Square Feet	Garage Square Feet
Average	0.081	2,461.36	292.88
Total	2.5399	61,534	7,322

BGV SFH			
	Acres	Square Feet	Garage Square Feet
Average	0.645	7,500	Included in recommended square footage cap
Total	12.9	150,000	Included in recommended square footage cap

Timber Trail			
	Acres	Square Feet	Garage Square Feet
Average	0.598	6,652	905
Total	13.37	139,697	18,998

Four O'clock			
	Acres	Square Feet	Garage Square Feet
Average	0.51	3,648.24	543.29
Total	19.98	143,824	21,395

OWNERS CERTIFICATE

Know all men by these presents: that Timber Trail, Inc., a Colorado corporation, being sole owner in fee simple of the real property situated in Section 1, Township 7 South, Range 78 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado, being more particularly described as follows:

Beginning at a found 1/2" rebar marking the Southwest corner of the Four O'Clock subdivision as recorded under Reception No. 106336, Public Records of Summit County, Colorado;

- 1) N81°30'25"E, 419.37 feet to a found 1/2" rebar;
2) S77°03'47"E, 517.46 feet to a found 1/2" rebar;
3) S34°46'16"E, 159.93 feet to a found 5/8" rebar and aluminum cap stamped "LS 17664";
4) N68°59'40"E, 169.73 feet to a found 5/8" rebar and aluminum cap stamped "LS 17664";
5) N52°40'10"E, 33.90 feet to a found 5/8" rebar and aluminum cap stamped "LS 17664";

thence departing said southerly boundary N75°32'34"E, a distance of 106.97 feet; thence S22°25'54"W, a distance of 282.93 feet; thence 91.42 feet along the arc of a curve to the right having a radius of 350.00', a central angle of 143°57'54" and a chord which bears S29°54'51"W, 91.16'; thence S37°23'48"W, a distance of 105.95 feet; thence 37.12 feet along the arc of a curve to the left having a radius of 300.00', a central angle of 07°05'21", and a chord which bears S33°51'08"W, 37.09'; thence S06°43'04"W, a distance of 208.98 feet; thence N83°14'56"W, a distance of 75.12 feet; thence 175.55 feet along the arc of a curve to the right having a radius of 100.00', a central angle of 100°34'49" and a chord which bears N32°57'32"W, 153.88'; thence N17°19'53"E, a distance of 63.95 feet; thence 54.57 feet along the arc of a curve to the left having a radius of 255.00', a central angle of 121°24'42", and a chord which bears N11°12'02"E, 54.47'; thence N72°46'51"W, a distance of 244.00 feet; thence S56°49'36"W, a distance of 413.79 feet; thence N57°46'32"W, a distance of 52.97 feet to intersect the Town of Breckenridge Boundary; thence along said boundary the following two (2) courses and distances:

- 1) N32°30'15"W, a distance of 591.18 feet;
2) N04°10'52"E, a distance of 118.83 feet;
thence departing said boundary N81°30'25"E, a distance of 28.66 feet to the Point of Beginning.

Containing 13.793 acres, more or less, has laid out, subdivided and platted the same into lots, tracts, roads and easements as shown hereon under the name and style of Timber Trail Subdivision and does hereby set apart and dedicate to the perpetual use of the public all of the roads (as defined in the plat notes) and other public ways, places and portions of the land designated as easements for the installation and maintenance of public utilities pursuant to the plat notes.

IN WITNESS WHEREOF, Timber Trail, Inc., a Colorado corporation, has caused this plat to be executed this 18th day of December, 2002.

TIMBER TRAIL, INC. a Colorado corporation

By: Jack Wolfe, Vice President

STATE OF COLORADO } ss COUNTY OF SUMMIT }

The foregoing instrument was acknowledged before me this 18th day of DECEMBER 2002 by Jack Wolfe, Vice President of Timber Trail, Inc., a Colorado corporation.

MY COMMISSION EXPIRES: 2/18/04

Notary Public signature and seal for Julie A. DeVaulo

SURVEYOR'S CERTIFICATE

I, Kendrick Neubecker, a Colorado Registered Land Surveyor, do hereby certify that this Plat of Timber Trail Subdivision was prepared by me and under my supervision, and that both this Plat and the survey are true and accurate to the best of my knowledge and belief, and that the monuments were placed pursuant to CRS 38-51-105.

Dated this 18th day of December, 2002.

Kendrick Neubecker, PLS 24325

SURVEY NOTES

- 1. Date of Survey: December 2002
2. Basis of Bearing: S77°03'47"E, 517.46' along the southerly line of the Four O'Clock subdivision as recorded under Reception No. 106336, Public Records of Summit County, Colorado, between found 1/2" rebars, marking the Southwest corner of Lot 31 and the Southeast corner of Lot 35. The platted bearing according to the Four O'Clock is S77°35'E, 517.60'.
3. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PLAT NOTES

- 1. The location of any building, deck, grading, excavation or other improvements, except for driveways and entry walkways to residences including necessary retaining walls, utility lines, landscaping and drainage facilities, shall be within the Building Envelope designated hereon for each lot. Tree cutting or removal of native plant materials outside of a Building Envelope is prohibited except with the approval of the Timber Trail Homeowners Association and the Town of Breckenridge.
2. The density of Lots 11 and 12 shall not exceed 5,000 square feet each plus 1,000 square feet each for garages, storage facilities and other non-habitable accessory uses.
3. The driveway access for each of Lots 2, 3 and 13 shall be obtained only from Timber Trail.
4. The driveway access for each of Lots 14 and 15 shall be obtained only from the adjacent Private Access Easement.
5. A subdivision entry wall, sign and landscaping may be placed within Tract C, provided that such sign shall be reviewed in a separate sign application to be submitted to and approved by the Town in accordance with its Sign Code.
6. Within the boundaries of Timber Trail Subdivision the platted Utility and Water Easements shall replace the easements described in the Grant of Easements to the Town of Breckenridge recorded May 3, 1993, at Reception No. 442396, Summit County, Colorado ("Grant"), and such easements described in the Grant within the boundary of this Subdivision are hereby vacated, provided that the portions of the easements described in the Grant outside of the boundary of this Subdivision shall remain in full force and effect.
7. The terms and conditions of the use and maintenance of the Private Trail Easements are provided for in the Declaration of Covenants, Conditions and Restrictions of Timber Trail Subdivision recorded in connection with this Plat.
8. The construction of improvements within any Building Envelope having 15% or greater slope across the envelope shall comply with the following:
(a) Stepped retaining walls shall be used for site grading in lieu of excessive cut and fill. No such retaining wall shall exceed four feet (4') in height and, where two (2) or more retaining walls are constructed one above the other, in parallel fashion, such walls shall be constructed at least three feet (3') apart to allow on area for landscaping between the top of the lower wall and the base of the upper wall.
(b) Grading and excavation outside of the perimeter wall of a structure for the purpose of lowering existing grade to accommodate a door or a window, not including garage doors or window wells, shall not exceed four feet (4') below existing grade.

(c) The following restrictions shall apply to exterior light fixtures: those attached to any residence, garage or other building shall be attached so that the top of the fixture is no more than fifteen feet (15') above the finished grade below any such fixture, except for fixtures above an exterior porch or deck, which shall be attached so that the top of the fixture is no more than eight feet (8') above such porch or deck; the top of any freestanding fixtures shall be no more than seven feet (7') above the finished grade below any such fixture; no fixtures shall be attached to trees, with the exception of temporary seasonal lighting, and all exterior lighting shall be downcast to prevent light from falling outside of the building envelope, except for freestanding fixtures providing lighting along driveways or walkways.

(d) Driveways shall have no more than one switchback, not including either a switchback where a driveway connects to a public road or private access easement or a switchback where the driveway accesses a garage.

(e) To the extent practical, driveways shall be designed and constructed to be parallel to existing contours so as to prevent excessive cuts and fills.

(f) Except for driveway cuts, a minimum of 25' of existing tree buffer shall be maintained between public rights of way and residences.

9. Each residence shall include an automatic sprinkler system installed in accordance with the Uniform Fire Code as adopted by the Town.

10. Tract A (For Future Access) hereby is reserved by Timber Trail, Inc. to provide access, by easement or dedication, to the adjacent property in the event that the need for such access arises in the future.

11. Tract B (Expansion Property) hereby is reserved by Timber Trail, Inc., for use in connection with the adjacent property to the west for the potential creation of additional lots as more fully provided for in the Declaration of Covenants, Conditions and Restrictions of Timber Trail Subdivision recorded in connection with this Plat.

12. Tract C (Private Open Space) hereby is dedicated and conveyed by Timber Trail, Inc., to Timber Trail Association for use as open space and for the installation and maintenance of signage and landscaping.

13. The disturbance caused by the installation of the trail within the 25' Public Trail Easement shall not exceed 20 to 22 feet.

14. Lot 10 may not construct or use a driveway access on those portions of this plat designated "No Driveway Access to Lot 10".

15. Timber Trail, Inc. hereby creates, conveys and grants to the Town of Breckenridge, its successors and assigns, the following perpetual, non-exclusive easements for public use:
a) 25' and 40' Seasonal Public Trail Easements: easements over, across and through those portions of this Plat designated "25' Seasonal Public Trail Easement" and "40' Seasonal Public Trail Easement" for the purposes set forth in and subject to the terms of the Grant of Easement (Seasonal Trail) recorded in connection with this Plat; and

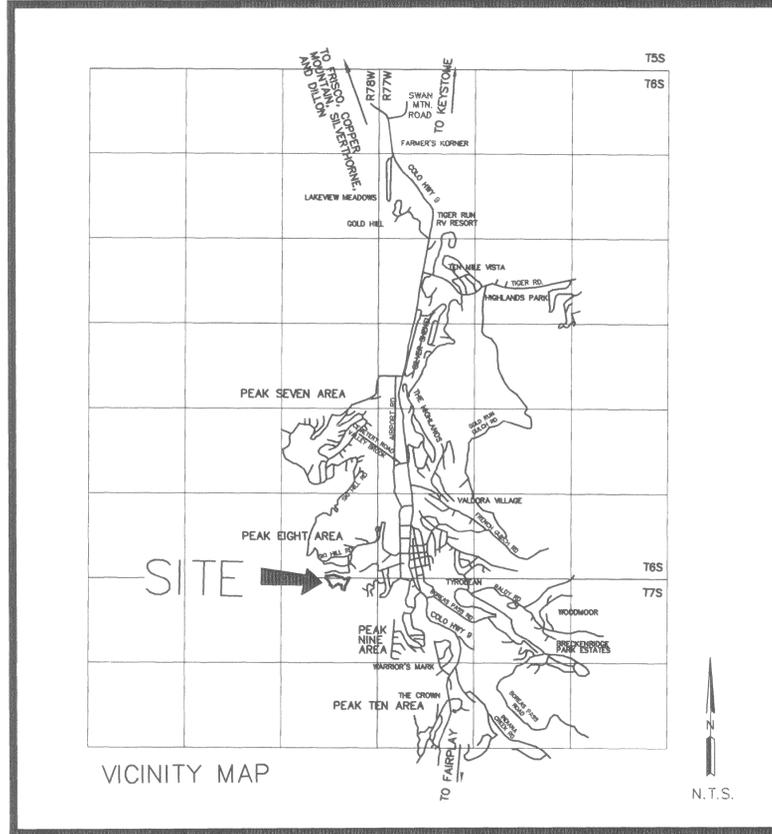
(b) Drainage Easement: an easement over, under and through those portions of this Plat designated "Drainage Easement" for the purpose of constructing, operating, maintaining, repairing, replacing and using drainage facilities and for the drainage and storage of water from other lands; and

(c) Utility Easement: an easement and right-of-way on, over, under, above, across and through those portions of this Plat designated "Utility Easement" for the purpose of (A) using, installing, constructing, maintaining, operating, repairing and replacing, drainage, water and utility facilities (and appurtenances thereto), including but not limited to, storm drainage facilities, fire hydrants and related fire protection devices, sanitary sewer lines, water lines, underground electric lines, gas lines, communication lines (telephone, cable television, fiber optic, and other communication facilities) and (B) drainage of water flowing from other lands, provided, however, that the Town of Breckenridge shall use its best efforts not to disturb the easement area with respect to the Utility Easement(s) which are also designated "Public Trail Easement" or "Private Trail Easement" during the time that Breckenridge Ski Resort is open for ski operations, and further, provided, that promptly following any disturbance of such easement area, the Town shall return the disturbed area to its pre-existing condition prior to such disturbance; notification of such return to pre-existing conditions shall be provided to the Breckenridge Ski Resort operator and shall be reviewed and approved in the field by the such operator; and

(d) Water Line Easement: a Utility Easement limited solely to water lines and appurtenant facilities.

(e) Snow Storage Easement: an easement on, over and across those portions of this plat designated "Snow Storage Easement" for the purpose of snow storage; and

PLAT TIMBER TRAIL SUBDIVISION LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 78 WEST OF THE 6th PRINCIPAL MERIDIAN TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO SHEET 1 OF 2



BRECKENRIDGE TOWN COUNCIL CERTIFICATE

Approved this 11th day of June, 2002, Town Council, Breckenridge, Colorado. This approval does not guarantee that the size of soil or flooding conditions of any lot shown hereon are such that a building permit may be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by others and not the Town of Breckenridge.

ATTEST: Wanda J. Crean, Deputy Mayor

NOTICE: Public notice is hereby given that acceptance of this platted subdivision by the Town of Breckenridge does not constitute an acceptance of the roads and rights-of-way reflected hereon for maintenance by said Town. Until such roads and rights-of-way meet Town road specifications and are specifically accepted by this Town by recording with the Town Clerk of the Town an Official "Acceptance," the maintenance, construction and all other matters pertaining to or affecting said roads, and rights-of-way are the sole responsibility of the Owners of the land embraced by this subdivision.

BRECKENRIDGE PLANNING COMMISSION CERTIFICATE

Approved this 4th day of June, 2002, Town Planning Commission, Breckenridge, Colorado.

ENGINEER'S CERTIFICATE

All roads and drainage improvements are to be constructed according to road and drainage plans that have been approved for construction by the Breckenridge Town Engineer.

Kent A. Kriehn, PE



TITLE COMPANY CERTIFICATE

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

Done

Dated this 20th day of December, 2002.

LAND TITLE GUARANTEE COMPANY signature

TOWN CLERK'S CERTIFICATE

STATE OF COLORADO } ss COUNTY OF SUMMIT }

I hereby certify that this instrument was filed in my office at 10:50 o'clock, A.M., this 24th day of December, 2002, and is duly recorded.

Wanda J. Crean, Deputy Town Clerk

CLERK AND RECORDER'S CERTIFICATE

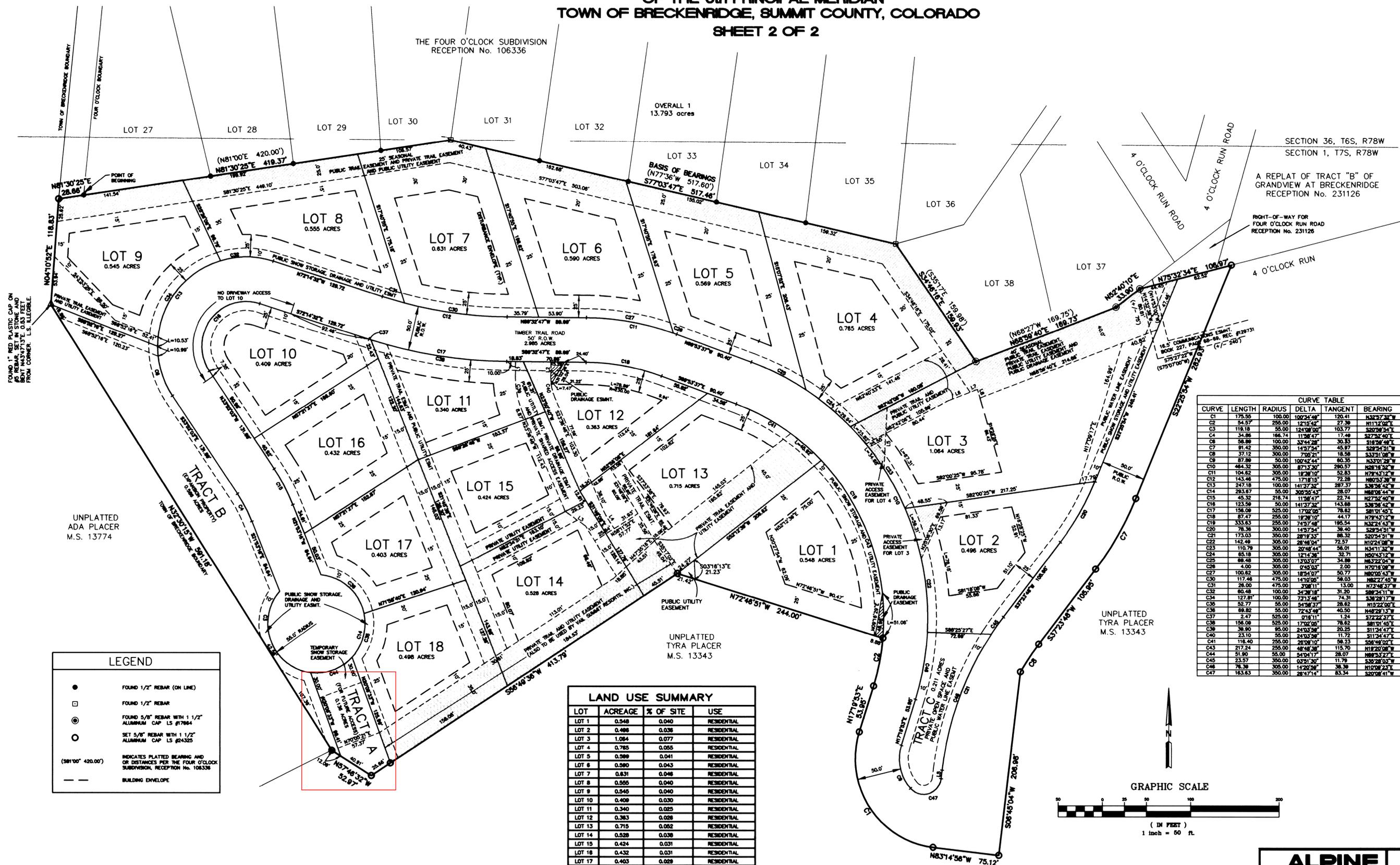
STATE OF COLORADO } ss COUNTY OF SUMMIT }

I hereby certify that this instrument was filed in my office at 9:24 o'clock, A.M., this 24th day of December, 2002, and filed under Reception Number 705981

705980-Cav, Cheri Brunvand, Clerk and Recorder



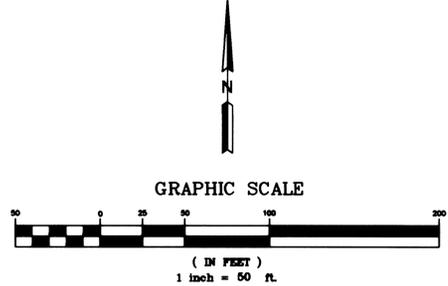
PLAT
TIMBER TRAIL SUBDIVISION
 LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 78 WEST
 OF THE 6th PRINCIPAL MERIDIAN
 TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO
SHEET 2 OF 2



CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	175.55	100.00	102°34'48"	120.41	N33°27'32"W	153.86
C2	54.57	295.00	12°12'54"	27.39	N11°12'00"E	54.47
C3	119.18	55.00	124°30'00"	103.77	S20°58'54"E	87.19
C4	54.86	186.74	11°38'47"	17.46	S27°32'40"E	54.80
C5	58.89	100.00	37°42'28"	33.53	S19°58'46"E	58.04
C6	91.42	300.00	14°27'54"	45.87	S29°24'31"W	91.18
C7	37.12	300.00	7°05'21"	18.58	S33°51'08"W	37.09
C8	57.88	50.00	100°42'44"	63.35	N33°01'28"W	77.90
C9	484.32	305.00	87°13'30"	280.57	N68°16'56"W	420.78
C10	104.62	305.00	18°26'10"	52.83	N78°45'12"W	104.10
C11	143.46	475.00	17°18'10"	72.28	N80°53'36"W	142.81
C12	247.18	100.00	141°37'30"	287.37	S28°28'42"W	188.89
C13	283.67	55.00	300°52'43"	28.07	N88°02'44"W	55.00
C14	45.32	218.74	11°38'47"	22.74	N27°32'40"W	45.23
C15	123.59	50.00	141°27'30"	143.88	S38°36'42"W	84.44
C16	156.09	525.00	17°02'00"	78.62	S81°01'45"E	155.51
C17	87.47	255.00	18°28'10"	44.17	N78°45'12"W	87.04
C18	333.63	255.00	74°27'48"	195.54	N32°24'45"W	310.34
C19	78.36	300.00	14°27'54"	39.40	S29°24'31"W	78.13
C20	173.03	300.00	28°12'35"	86.32	S20°24'51"W	171.28
C21	142.49	305.00	20°48'04"	72.57	N10°24'06"W	141.20
C22	110.79	305.00	20°48'04"	58.01	N34°11'32"W	110.18
C23	85.18	305.00	12°14'38"	32.71	N50°45'12"W	85.05
C24	89.48	305.00	13°03'07"	34.88	N83°22'04"W	86.33
C25	4.50	305.00	0°00'00"	2.00	N78°16'08"W	4.00
C26	100.62	305.00	18°24'07"	50.77	N80°05'45"W	100.18
C27	117.46	475.00	14°10'00"	58.03	N82°27'48"W	117.16
C28	28.00	475.00	3°08'11"	13.00	N73°48'37"W	28.00
C29	63.48	100.00	24°38'17"	31.25	S80°24'11"W	58.57
C30	127.81	100.00	73°12'48"	74.31	S38°22'17"W	118.29
C31	52.77	55.00	54°38'37"	28.62	N12°22'00"W	50.77
C32	89.82	55.00	72°43'48"	40.50	N48°29'13"W	65.22
C33	2.47	525.00	0°00'00"	1.24	S72°22'32"E	2.47
C34	158.09	525.00	17°02'00"	78.62	S81°01'45"E	155.51
C35	38.90	85.00	24°03'38"	20.25	S11°34'47"E	38.81
C36	23.10	55.00	24°03'38"	11.72	S11°34'47"E	22.83
C37	118.40	255.00	20°38'17"	58.23	S28°49'07"W	115.38
C38	217.24	255.00	48°48'38"	115.70	N19°20'08"W	210.73
C39	51.90	55.00	54°04'17"	28.07	N88°32'27"E	50.00
C40	23.57	300.00	0°00'00"	11.79	S36°28'02"W	23.57
C41	78.36	305.00	14°27'54"	38.38	N10°24'06"W	78.18
C42	163.63	300.00	28°47'14"	83.34	S20°06'41"W	162.15

LOT	ACREAGE	% OF SITE	USE
LOT 1	0.548	0.040	RESIDENTIAL
LOT 2	0.498	0.036	RESIDENTIAL
LOT 3	1.064	0.077	RESIDENTIAL
LOT 4	0.785	0.055	RESIDENTIAL
LOT 5	0.589	0.041	RESIDENTIAL
LOT 6	0.590	0.043	RESIDENTIAL
LOT 7	0.631	0.046	RESIDENTIAL
LOT 8	0.555	0.040	RESIDENTIAL
LOT 9	0.545	0.040	RESIDENTIAL
LOT 10	0.409	0.030	RESIDENTIAL
LOT 11	0.340	0.025	RESIDENTIAL
LOT 12	0.383	0.028	RESIDENTIAL
LOT 13	0.715	0.052	RESIDENTIAL
LOT 14	0.528	0.038	RESIDENTIAL
LOT 15	0.424	0.031	RESIDENTIAL
LOT 16	0.432	0.031	RESIDENTIAL
LOT 17	0.403	0.029	RESIDENTIAL
LOT 18	0.488	0.036	RESIDENTIAL
TRACT A	0.138	0.010	FUTURE ACCESS
TRACT B	0.586	0.043	FUTURE DEVELOPMENT
TRACT C	0.211	0.015	OPEN SPACE
TIMBER TRAIL RD.	2.893	0.218	ROAD
TOTAL	13.793		

LEGEND	
●	FOUND 1/2" REBAR (ON LINE)
□	FOUND 1/2" REBAR
⊙	FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP LS #17884
○	SET 5/8" REBAR WITH 1 1/2" ALUMINUM CAP LS #24325
(S81°00' 420.00')	INDICATES PLATTED BEARING AND OR DISTANCES PER THE FOUR O'CLOCK SUBDIVISION, RECEPTION No. 106336
---	BUILDING ENVELOPE



ALPINE A&E ENGINEERING INC
 EDWARDS BUSINESS CENTER • P.O. BOX 97
 EDWARDS, COLORADO 81632
 • 970 926-3373 • FAX 926-3360 •

SHEET 2 OF 2
 JOB #84101

TIMBER TRAIL SUBDIVISION, FILING NO. 2

TRACT B, TIMBER TRAIL SUBDIVISION
& TRACT D, PEAKS 7 & 8 PERIMETER SUBDIVISION
IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 78 WEST OF THE 6th P.M.
SUMMIT COUNTY, COLORADO



PLAT NOTES

- The location of any building, deck, grading, excavation or other improvements, except for driveways and entry walkways to residences including necessary retaining walls, utility lines, landscaping and drainage facilities, shall be within the Building Envelope designated hereon for each lot. Tree cutting or removal of native plant materials outside of a Building Envelope is prohibited except with the approval of the Timber Trail Association and the Town of Breckenridge.
- The driveway access for each of Lots 20, 21 & 22 shall be obtained only from the adjacent Private Access Easement.
- Each residence shall include an automatic sprinkler system installed in accordance with the Uniform Fire Code as adopted by the Town.
- Timber Trail, Inc. hereby creates, grants and conveys to the owners of Lots 20, 21 & 22, a perpetual nonexclusive easement on, over, above, across and through those portions of this plat designated "Private Shared Access and Utility Easement" for the purpose of the construction, reconstruction, maintenance, repair, replacement, operation and use of a shared driveway for ingress and egress to and from Timber Trail Drive, and for the installation of all necessary public and private utilities. As provided for in the Declaration of Covenants, Conditions and Restrictions of Timber Trail Subdivision recorded December 26, 2002 at Reception No. 705980 (the "Declaration"), the maintenance and repair of the improved areas (including the retaining wall) of the Private Shared Access Easement is the responsibility of Timber Trail Association, but the cost of such maintenance and repair is to be shared among the owners of the Lots using the Private Shared Access Easement.
- The grants of easements set forth on this plat (collectively, the "Easements") shall inure only to the benefit of the beneficiaries thereof and their respective successors and assigns (collectively, the "Beneficiaries"). Nothing contained in the Easements shall confer upon any person or entity other than the Beneficiaries any right to benefit from or enforce the Easements.
- The Easements herein reserved or granted shall not merge with any fee interest if the beneficiary of the Easements is or becomes the owner of land on which the easement is located, but shall remain separate and distinct property rights of such owner, its successors and assigns, until relinquished in accordance with law.
- An Easement may be designated for multiple purposes. For example, an easement designated "Private Trail and Utility Easement" is both a "Utility Easement" and a "Private Trail Easement".
- The terms and conditions of the use and maintenance of the Private Trail Easements are provided for in the Declaration.
- The construction of improvements within Lots 19, 20, 21 and 22 shall comply with the following:
 - Stepped retaining walls shall be used for site grading in lieu of excessive cut and fill. No such retaining wall shall exceed four feet (4') in height and, where two (2) or more retaining walls are constructed one above the other, in parallel fashion, such walls shall be constructed at least three feet (3') apart to allow an area for landscaping between the top of the lower wall and the base of the upper wall.
 - Grading and excavation outside of the perimeter wall of a structure for the purpose of lowering existing grade to accommodate a door or a window, not including garage doors or window wells, shall not exceed four feet (4') below existing grade.
 - The following restrictions shall apply to exterior light fixtures: those attached to any residence, garage or other building shall be attached so that the top of the fixture is no more than fifteen feet (15') above the finished grade below any such fixture, except for fixtures above an exterior porch or deck, which shall be attached so that the top of the fixture is no more than eight feet (8') above such porch or deck; the top of any freestanding fixtures shall be no more than seven feet (7') above the finished grade below any such fixture; no fixtures shall be attached to trees, with the exception of temporary seasonal lighting; and all exterior lighting shall be downcast to prevent light from falling outside of the building envelope, except for freestanding fixtures providing lighting along driveways or walkways.
 - Driveways shall have no more than one switchback, not including either a switchback where a driveway connects to a public road or private access easement or a switchback where the driveway accesses a garage.
 - To the extent practical, driveways shall be designed and constructed to be parallel to existing contours so as to prevent excessive cuts and fills.
 - Except for driveway cuts, a minimum of 25' of existing tree buffer shall be maintained between public rights of way and residences.

Owner's Certificate.

KNOW ALL MEN BY THESE PRESENTS:

That **TIMBER TRAIL, INC.**, a Colorado corporation, being the owner of a parcel of land being located in Section 1, T.7S., R.78W of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado, more particularly described as follows:

TRACT B, TIMBER TRAIL SUBDIVISION

&

TRACT D, PEAKS 7 & 8 PERIMETER SUBDIVISION

CONTAINING 3.138 AC. MORE OR LESS.

Has land laid out, subdivided and platted the same into lots, tracts, streets, and easements as shown hereon under the name and style of **TIMBER TRAIL SUBDIVISION, FILING NO. 2** and by these presents, does hereby set apart and dedicate to the perpetual use of the public all of the streets, alleys and other public ways and places as shown hereon and hereby dedicates those portions of land labeled as easements for the installation and maintenance of public utilities or such other purposes as shown hereon.

IN WITNESS WHEREOF, **TIMBER TRAIL, Inc.**, a Colorado corporation, has caused its name to be hereunto subscribed this 17TH day of September, 2003.

TIMBER TRAIL, INC.,

a Colorado corporation

(Corporate Seal)

By: [Signature]

Name: JAMES P. THOMPSON

Title: VICE PRESIDENT

Acknowledgment.

State of Colorado)
County of Summit)ss.

The foregoing instrument was acknowledged before me this 17TH day of September 2003, by JAMES P. THOMPSON as VICE PRESIDENT of Timber Trail, Inc., a Colorado corporation.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 2/18/04



PLAT NOTES CONTINUED

- Tract A-1 (For Future Access) hereby is reserved by Timber Trail, Inc. to provide access, by easement or dedication, to the adjacent property in the event that the need for such access arises in the future.
- Timber Trail, Inc. hereby creates, conveys and grants to the Town of Breckenridge, its successors and assigns, the following perpetual, non-exclusive easements for public use:
 - Utility Easement: an easement and right-of-way on, over, under, above, across and through those portions of this Plat designated "Utility Easement" for the purpose of (A) using, installing, constructing, maintaining, operating, repairing and replacing, drainage, water and utility facilities (and appurtenances thereto), including but not limited to, storm drainage facilities, fire hydrants and related fire protection devices, sanitary sewer lines, water lines, underground electric lines, gas lines, communication lines (telephone, cable television, fiber optic, and other communication facilities).
 - Snow Storage Easement: an easement on, over and across those portions of this plat designated "10' Public Snow Storage Easement" for the purpose of snow storage; and
 - Temporary Snow Storage Easement: a temporary public easement on, over and across those portions of this plat designated "Tract A-1" for the purpose of snow storage, provided, however, that this Temporary Snow Storage Easement shall automatically terminate upon any use of Tract A-1 in connection with access to the adjacent property.
- Vail Summit Resorts hereby creates, grants and conveys to the Timber Trail Association and the owners of the Lots within Timber Trail Subdivision and Timber Trail Subdivision Filing No. 2, their respective successors and assigns, perpetual non-exclusive easements on those portions of this plat designated "Private Trail Easement" for the purposes of non-motorized winter recreational activities, including but not limited to skiing, snowboarding, and snowshoeing, and summer recreational activities, including but not limited to hiking and biking, provided, however that Timber Trail, Inc., has granted to the operator of the Breckenridge Ski Resort the right to use those portions of the Private Trail Easement adjacent to Lots 19 in its operation of the Breckenridge Ski Resort during the fall, winter and spring seasons. All activities associated with a winter recreational trail, including but not limited to trail construction, maintenance (including snow grooming machines), patrol sweeping and snowmaking may be conducted on such portion of the Private Ski Trail, provided, however, that, notwithstanding the Breckenridge Ski Resort operators use of said Private Trail Easement, such operator is under no obligation to provide any snow grooming, snowmaking or patrol sweeping on any of the Private Trail Easements.

Surveyor's Certificate.

I, **THOMAS L. BURNETT**, being a registered land surveyor in the State of Colorado, do hereby certify that this Plat of **TIMBER TRAIL SUBDIVISION, FILING NO. 2** was prepared by me and under my supervision from a survey made by me and under my supervision, that both this Plat and the survey are true and accurate to the best of my knowledge and belief, and that all easements were placed pursuant to CRS 38-51-105.

Dated this 17TH day of September, 2003,

[Signature]
THOMAS L. BURNETT, P.L.S. 1944

Title Company Certificate.

Land Title Guarantee Company does hereby certify that we have examined the title to all lands shown hereon and all lands herein dedicated by virtue of the Plat and title to all such lands is in the dedicator free and clear of all liens, taxes and encumbrances, except as follows: None.

Dated this 18TH day of September, 2003.

Agent

Breckenridge Planning Commission Certificate.

Approved this 17th day of June, 2003,
Town Planning Commission, Breckenridge, Colorado.

Chair

Breckenridge Town Council Certificate.

Approved this 24th day of June, 2003, Town Council, Breckenridge, Colorado. This approval does not guarantee that the type of soil or flooding conditions of any lot shown hereon are such that a building permit issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by others and not the Town of Breckenridge.

ATTEST:

[Signature]
Town Clerk

Notice.

Public notice is hereby given that acceptance of this platted subdivision by the Town of Breckenridge does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by said Town, but the Town of Breckenridge does hereby accept the offered dedications described above.

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

Clerk's Certificate.

State of Colorado)
County of Summit) ss.
Town of Breckenridge)

I hereby certify that this instrument was filed in my office at 2:45 o'clock P.M. on this 18TH day of September, 2003, and is duly recorded.

[Signature]
Breckenridge Town Clerk

Clerk and Recorder's Certificate.

State of Colorado)
County of Summit) ss.

I hereby certify that this instrument was filed in my office at 11:35 o'clock A.M. on this 19TH day of September, 2003, and filed under Reception No. 730224.

[Signature]
Summit County, Colorado Clerk and Recorder

Title Commitment Notes:

This Land Survey does not constitute a title search by Tetra Tech, Inc. to determine ownership of this tract, verify the description shown, verify the compatibility of this description with that of adjacent tract, or verify easements of record, for all information regarding easements, right-of-way or title of record, Tetra Tech Inc. relied upon the title commitment by: Land Title Guarantee Company, Commitment No. M20032300.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

BASIS OF BEARINGS

ALL BEARINGS ARE REFERENCED TO THE LINE BETWEEN CORNER NO. 8 CUCUMBER PATCH PLACER AND CORNER NO. 2 LOMAX PLACER AS BEING S14°57'01"W, WITH MONUMENTS BEING FOUND AT BOTH CORNERS, AND REFERENCED TO THE DREXEL BARRELL ALTA/ASCM MAP AS DEPOSITED JANUARY 10, 1992 IN THE SUMMIT COUNTY SURVEYORS RECORDS, AND TIED TO TIMBER TRAIL, FILING NO. 2 BY DIRECT OBSERVATIONS. SEE PEAK 7 & 8 PERIMETER SUBDIVISION FOR REFERENCE.

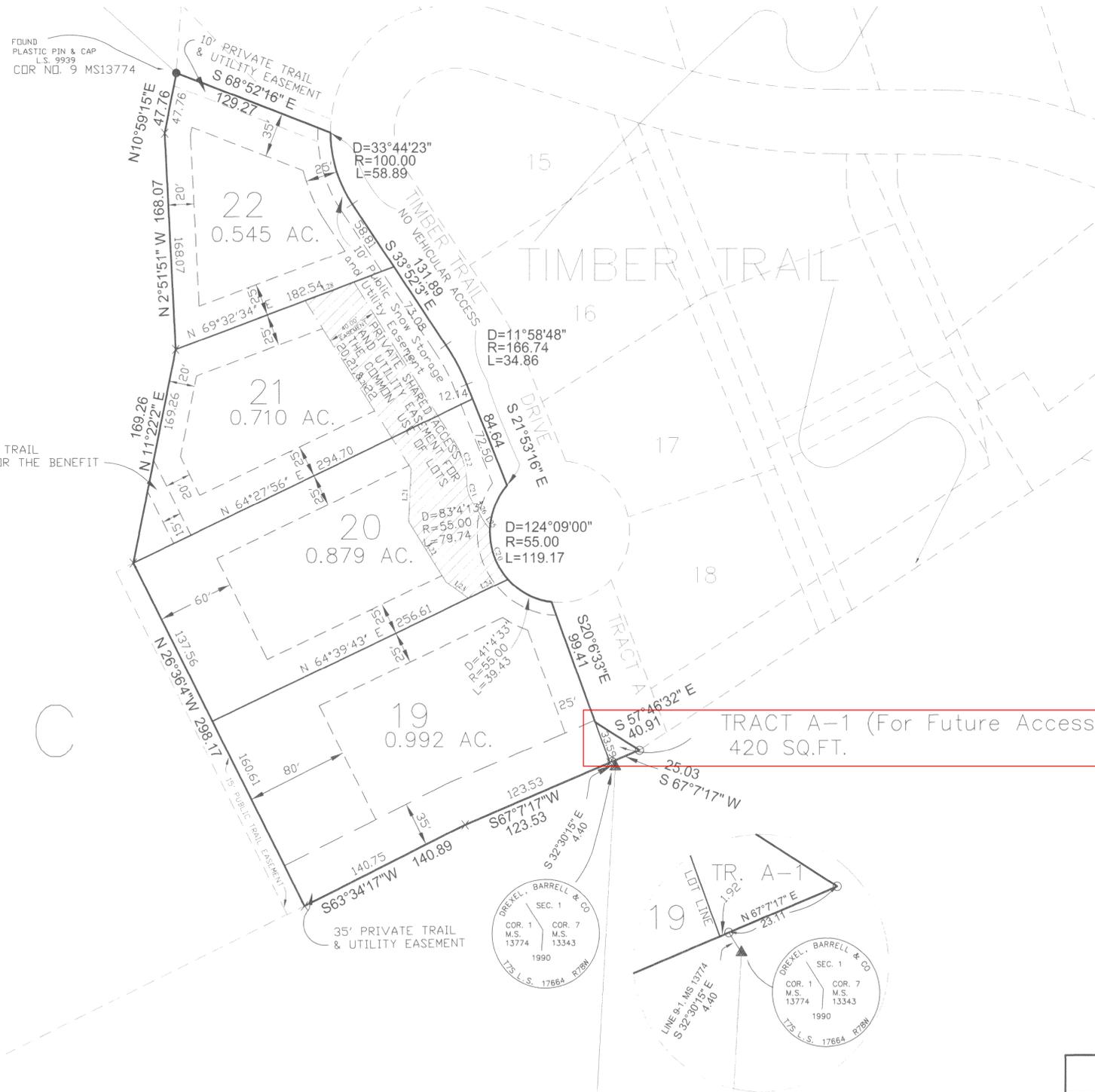
TIMBER TRAIL SUBDIVISION FILING NO. 2			
DESIGNED BY:	CHECKED BY:	DRAWN BY: TLB	
DATE: 4-29-03	SCALE: 1"=20'	PROJECT # POH452-010	REVISED SEPT. 11, 2003
DRAWING NUMBER			REVISED SEPT. 9, 2003
SHEET 1 OF 2			REVISED APRIL 29, 2003
			REVISED APRIL 17, 2003
			REVISIONS

TETRA TECH, INC.
INFRASTRUCTURE SERVICES GROUP
410 S French Street, P.O. Box 1659
Breckenridge Co 80424
(970) 453-6334 Fax (970) 453-4579

TIMBER TRAIL SUBDIVISION, FILING NO. 2

TRACT B, TIMBER TRAIL SUBDIVISION
& TRACT D, PEAKS 7 & 8 PERIMETER SUBDIVISION
IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 78 WEST OF THE 6th P.M.
SUMMIT COUNTY, COLORADO

- △ INDICATES FOUND ORIGINAL MARKED STONE
- INDICATES FOUND 2 1/2" PIPE W/ 3 1/4" BRASS OF ALUM. CAP
- ◻ INDICATES FOUND 1/2" COPPER COATED REBAR W/ 1 1/2" BRASS CAP
- ▲ INDICATES FOUND 2" IRON POST W/ALUM. CAP. L.S. 17664
- INDICATES FOUND MISC. SURVEY CAP AS SHOWN
- ✕ INDICATES SET NO. 5 REBAR & 1 1/2" ALUMINUM CAP, L.S. 11944 AT ALL PROPERTY CORNERS ON THIS FILING
- ⊙ INDICATES FOUND PIN & CAP, L.S. 9939



SHARED ACCESS EASEMENT

LINE	LENGTH	BEARING
L20	155.03	N32°23'09"W
L21	40.97	N02°45'25"E
L22	55.36	N31°58'29"W
L23	21.74	N54°09'16"W
L24	34.21	S64°39'43"W
L25	6.81	S38°08'51"E
L26	20.17	S30°18'52"E
L27	146.58	S32°23'09"E
L28	40.88	N69°32'34"E

CURVE TABLE

CURVE	LENGTH	RADIUS
C20	42.67	55.91
C21	12.68	25.00
C22	35.33	65.00

TRACT C

NOTES:

- 1) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
- 2) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
- 3) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

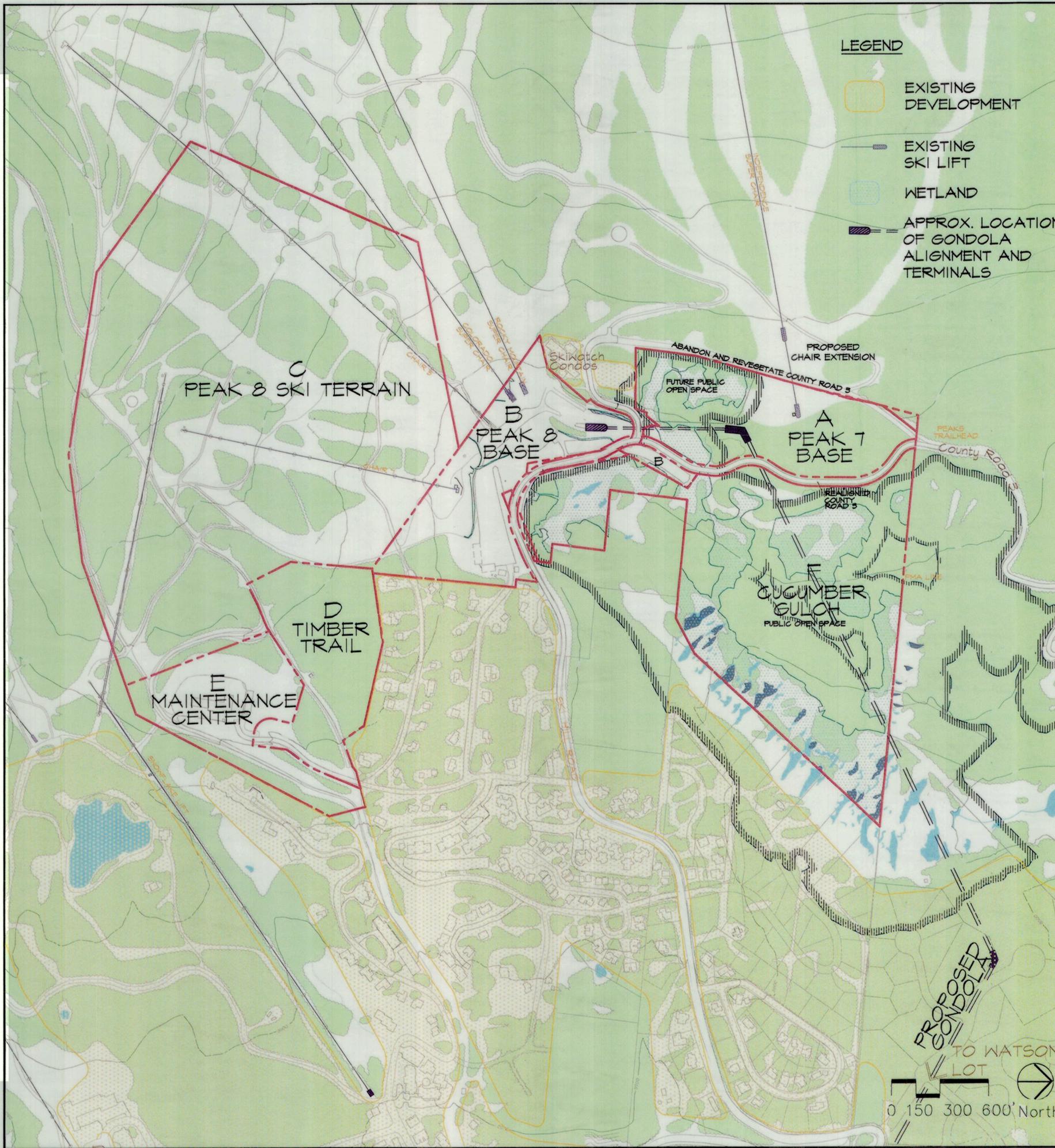


SCALE:



TIMBER TRAIL SUBDIVISION FILING NO. 2		
DESIGNED BY: TLB	CHECKED BY: JAL	DRAWN BY: TLB
DATE: 5-23-03	SCALE: 1"=50'	PROJECT #: PD1452-010
TETRA TECH, INC. INFRASTRUCTURE SERVICES GROUP 410 S French Street, P.O. Box 1659 Breckenridge Co 80424 (970) 453-6384 Fax (970) 453-4579		SHEET 2 OF 2 REVISIONS REVISED SEPT. 11, 2003 REVISED SEPT. 9, 2003 REVISED MAY 5, 2003

p. 1 of 1
Peaks 7 & 8



LEGEND

- EXISTING DEVELOPMENT
- EXISTING SKI LIFT
- WETLAND
- APPROX. LOCATION OF GONDOLA ALIGNMENT AND TERMINALS

PLANNING AREA	APPROX. AREA ACRES	RESIDENTIAL SFES	COMMERCIAL SFES	GUEST SERVICES FACILITIES SFES	TOTAL SFES	ALLOWED USES
A PEAK 7 BASE	19.6	171.3	5.0	8.9	185.2	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES, GONDOLA, PARKING
B PEAK 8 BASE	22.7	363**	22.8**	48.1	431.9*	MULTI-UNIT RESIDENTIAL, DUPLEX, COMMERCIAL, GUEST SERVICES FACILITIES, GONDOLA, PARKING
C PEAK 8 SKI TERRAIN	121.5	0	0	0	0	GUEST SERVICES FACILITIES AND SKI RUNS
D TIMBER TRAIL	16.3	22	0	0	22	SINGLE FAMILY RESIDENTIAL
E MAINTENANCE CTR	15	0	0	0	0	MAINTENANCE FACILITY
F CUCUMBER GULCH	56.3	0	0	0	0	OPEN SPACE, TRAILS, GONDOLA AND WATER QUALITY AND DRAINAGE FACILITIES
TOTAL	251.4	556.3**	27.8**	57	639.1*	

NOTES:
 1) MAINTENANCE CENTER: Existing density is assigned per the 1986 BSA MASTER PLAN. No additional square footage may be developed unless transferred to the site.
 2) DENSITY TRANSFERS: 11.5 of the Residential SFES and 5 of the Commercial SFES at the Peak 8 Base were authorized to be developed on what became Lot 2, Peak 8 Subdivision ("Lot 2") upon the transfer of 16.5 transferable development rights pursuant to the Intergovernmental Agreement concerning transfer of development rights between the Town and Summit County ("IDRS"), but the transfer that actually occurred was of a total of 11.0 DRs for 6 Residential SFES and 5 Commercial SFES after Development Permit # 2012075 for the development of Lot 2 was approved and the Residential SFES provided for in the February 26, 2013 Amendment to the Amended Peaks 7 & 8 Master Plan thus have been reduced by 5.5 to reflect the fact that those DRs were not transferred to Lot 2.
 18 of the Residential SFES and 1.3 of the Commercial SFES at the Peak 8 Base were authorized to be developed on what became Lot 3, Peak 8 Subdivision ("Lot 3") upon the transfer of 19.3 DRs, but the transfer that actually occurred was of a total of 18.3 DRs for 17 Residential SFES and 1.3 Commercial SFES after Development Permit PL-2015-0215 for the development of Lot 3 was approved and the Residential SFES provided for in the January 12, 2016 Amendment to the Amended Peaks 7 & 8 Master Plan thus have been reduced by 1 to reflect the fact that that DRs was not and will not be transferred to Lot 3.
 A total of up to 58 SFES, including up to 2 Commercial SFES, added to the density for the Peak 8 Base and included in the density table above are subject to and may be developed only upon the transfer of up to such 58 SFES from the density permitted under the Gondola 1a Master Plan provided for in Town of Breckenridge Development Permit PL-2016-0003, which transfer may occur only after a development permit providing for the additional Residential and Commercial SFES has been approved for Lot 4, Peak 8 Subdivision ("Lot 4"). Such DRs may only be transferred and used for development on Lot 4 and pursuant to a density transfer covenant between the Town of Breckenridge and the owner of the property subject to the Gondola 1a Master Plan. The Total SFES in the Peak 8 Base and Total Lines of the table above include only the total of the 58 SFES authorized to be transferred and will be reduced automatically to the extent that the total number of SFES transferred is less than 58. **The 363 Residential SFES in the Peak 8 Base line and the 56.3 Residential SFES in the Total line include a potential of 58 Residential SFES and the 22.8 Commercial SFES in the Peak 8 Base line and the 27.8 SFES in the Total line include a potential of 27.8 SFES, and, when the density transfer has been completed by the recording of such density transfer covenant for no more than 58 SFES, the Residential and Commercial SFES provided for in the Peak 8 Base and Total lines in the Residential and Commercial SFES columns of the table above respectively will be reduced automatically by the differences between 58 and the number of transferred SFES applied to Residential use and between 2 and the number of transferred SFES applied to Commercial use.

3) COMMERCIAL: Commercial: The maximum possible 22.8 Commercial SFES at the Peak 8 Base and .5 of the Commercial SFES at the Peak 7 Base are commercial SFES as provided for in the Town Development Code, subject only to the Development Plan Concept and Design Standards below.
 Spa Commercial: 2.5 of the Commercial SFES at the Peak 7 Base may be used only for facilities providing activities, services or sales related to health, relaxation and well-being, including, but not limited to, saunas, steam room, whirlpools, hot tubs, massages, aerobics, weight training and cosmetology services.
 Restaurant Commercial: 2 of the Commercial SFES at the Peak 7 Base may be used only for a restaurant at the Peak 7 Base, provided that such restaurant may be combined with adjacent Guest Services Facilities to provide a cafeteria encompassing both the space provided with Guest Services Facilities density and the space provided with the 2 Restaurant Commercial SFES.

4) GUEST SERVICES FACILITIES: Guest Services Facilities include space for the following primary activities or facilities: ticket sales, administration, nursery or child care facilities, lockers for guests, cafeterias, lounges, storage areas for recreational equipment for sale or rental, and instruction related activities. Each SF of Guest Services Facilities shall be allowed 1,000 sq. ft. of density. Guest Services Facilities constructed using the 57 SFES, which were excluded from total density for purposes of a separate density reduction calculation, may not be used as a private club or other restricted access facility requiring membership. Cafeterias constructed using Guest Services Facilities density may be used from time to time outside of the winter recreation season, but may not be used as full service restaurants open to the public on a regular basis outside of the winter recreation season.
 Guest Services Facilities will not include patrol and first aid facilities, lockers for employees, public restrooms, storage areas (not including storage areas for recreational equipment for sale or rental) and lift and lift personnel facilities ("Support Facilities") already constructed at the time of approval of this Amendment or to be constructed. Support Facilities will not apply against the 57 SFES authorized under this Master Plan for Guest Services Facilities and shall not be assessed against the density and mass of any building within which they are located or are to be located provided that the Support Facilities are legally guaranteed to be used only for the foregoing described purposes and do not exceed a total of 17,504 square feet.

As the result of the application of the above definitions to the Guest Service Facilities at the Peak 7 Base, the SFES of those facilities at the Peak 7 Base were reduced from 9 to 5.7 and the resulting 3.3 SFES reduction was transferred to the Peak 8 Base to increase the Guest Services SFES at the Peak 8 Base from 48 to 51.3, while the total Guest Services Facilities SFES remain at 57. By the Sixth Amendment to this Master Plan, 3.2 SFES of Guest Services Facilities were transferred from the Peak 8 Base to the Peak 7 Base for use in existing space within Crystal Peak Lodge that is subject to development rights held by Vail Summit Resorts, Inc. and, as a result of such transfer, the Guest Services Facilities density at the Peak 8 Base was reduced to 48.1 and at the Peak 7 Base was increased to 8.9 (5.7). AMENITIES: The provisions of subsection 9-19-24 (Relative) of the Breckenridge Town Code, in effect on the date of approval of this Amendment, notwithstanding, in connection with the future development of the Property pursuant to the Master Plan, meeting and conference facilities or recreation and leisure amenities over and above that required in subsection 9-19-24 (Absolute) of the Breckenridge Town Code, in effect on the date of approval of this Amendment, shall not be assessed against the density and mass of a project when the facilities or amenities are legally guaranteed to remain as meeting and conference facilities or recreation and leisure amenities and they do not equal more than 600% of the area required under said subsection 9-19-24 (Absolute).

5) PARKING AND TRAFFIC REQUIREMENTS: Residential: 1 space/unit, except single-family and lock-off units, which shall comply with the Town's Off-Street Parking Regulations provided that the parking required for lock-off units may be reduced from the requirements of such Regulations if the Town finds that a written analysis provided to the Town and prepared by a qualified parking consultant supports a decrease from the 2 off-street parking spaces otherwise required to be provided for each 2 bedroom unit with a lock-off or divisible room. All spaces shall be pooled and available on a first come first served basis.
 Commercial: 0, provided by common parking spaces. However, parking must be provided for the 2.5 SFES of Spa Commercial at Peak 7 in compliance with the Town's Off-Street Parking Regulations. In addition, when the Restaurant Commercial space at Peak 7 is not used together with the Guest Services Facilities cafeteria at Peak 7, parking within Lot 1, Peak 7 Subdivision shall be provided in accordance with the Town's Off-Street Parking Regulations in effect when application for a development permit for construction of the Restaurant Commercial space is made (such parking may be the same as and not in addition to the Common Parking), or other arrangements for parking in the Peaks 7 & 8 Base Areas, such as providing shuttle for customers, shall be made at the time such permit is approved.
 Guest Services Facilities: 0, provided by common parking spaces.

Common Parking: 200 or more spaces within Planning Areas A & B to be used in connection with Commercial, Guest Services and Peak 8 Ski Terrain by employees, visitors, guests, and invites subject to such restrictions as may apply from time to time, with the goal being to limit vehicular trips on Ski Hill Road at peak travel times around the beginning and end of the operation of the Peak 8 Ski Terrain for winter and summer recreational activities each day.
 Traffic Study: Applicants for site specific development permits within the Master Plan area shall submit to the Town Engineering Department the total number of actual units (as opposed to SFES or other factors used for conversion to square footage) within the proposed development so that the Engineering Department can confirm that the traffic study submitted in connection with the Master Plan and based on the total of 446 units, and updated to account for the anticipated 488 units and approximately 200 Common Parking spaces anticipated as of the date of approval of this Amendment, remains valid.

7) HEIGHTS OF BUILDINGS: Heights of buildings shall be established in accordance with the Development Code applied against the recommended heights for Land Use District 39, as they are in effect at the time of the approval of this Amendment on February 26, 2013 and point assessments will be applied in accordance with such Code based on the recommended heights for such Land Use District, provided:
 A. That, for buildings at the Peak 8 Base area only, the measurement to be made in accordance with the definition of Building Height in Section 9-1-5 of the Development Code, 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, shall be made to the proposed finished grade elevation at the exterior wall below and within the building's foundation perimeter to the proposed finished grade, 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.
 B. Finished Grade - Is the grade of a disturbed site as agreed upon by Town staff and the applicant, which is based upon the existing contours and trees adjacent to the disturbed area and which is shown in an exhibit to be approved by the Town at the time of the approval of the site specific development permit for the project.
 C. That, for the entire Master Plan area, if the Town imposes any limitations on the depth of foundation for buildings or underground parking proposed at depths no more than 12' below existing grade, the height limitations provided for in the Development Code shall be increased to take into account the increase in height resulting from such foundation depth limitation.
 D. That, height measurement for all single-family lots shall comply with the applicable policies of the Development Code in effect at the time of the approved May 2003 Master Plan and be exempt from Relative Policy 6 of Section 9-1-19 of the Code.

E. In addition to the terms of the foregoing provisions and the provisions of Policy 6 (Relative) "Building Height" of the Town of Breckenridge Development Code, the maximum height of the buildings within Lot 4 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place as shown on the Building Elevations exhibit attached to the Development Agreement recorded on the 28th day of September, 2018 at Reception No. 1181305 of the Summit County, Colorado records.
 8) PEAKS 7 AND 8 BASE DEVELOPMENT PLAN CONCEPT AND DESIGN STANDARDS:
 I. Development Plan Concept: Construction of a new base area at Peak 7 and redevelopment of the base area at Peak 8 will create two new high-quality mountain resort neighborhoods. A seamless plan is envisioned with diversity of premium lodging units, expanded Guest Services Facilities and limited retail and restaurant uses. These portals will serve the needs of the Breckenridge community and its many visitors by:
 A. Developing new family oriented base neighborhoods that will position Breckenridge effectively among other winter and summer resorts.
 B. Developing in a manner that protects and preserves critical natural features, including Cucumber Gulch wetlands, wildlife corridors and significant wildlife habitat.
 C. Developing uses that help fulfill needs for additional and diverse short term ski-in-ski-out lodging units and new base Guest Services Facilities.
 D. Improving non-auto-oriented transportation within the community.
 E. Developing meeting space that helps fulfill community needs for additional meeting facility spaces.
 II. Development Plan: The objective for the development of the Peaks 7 and 8 Bases is to reinforce Breckenridge's position as one of the premier resort destinations in North America. The focus of the two base areas is on convenience, mountain ambience, and a high level of amenities. Together, these portals will provide a full-range of Guest Services Facilities and a variety of lodging units, organized around mountain-front plazas with limited retail and dining experiences. The mountain-front plazas will provide gathering areas for resort guests and events, except for such areas as are adjacent to buildings and include activities as swimming pools, hot tubs, patios areas for individual units, restaurant seating areas and similar areas to which access may be restricted. As a key component of this development plan, the natural resources of Cucumber Gulch will be preserved. This plan moves all development approved in the Gulch in the 1986 Master Plan onto more suitable sites. Hydrologic and other forms of mitigation will be provided if necessary to ensure that groundwater resources now feeding Cucumber Gulch will be uninterrupted and substantial degradation of wildlife resources will be prevented.

Peak 8 Base: The Peak 8 Base is planned as the main guest arrival location and the terminating point for the future gondola. As the busier, higher-energy area, the plan for Peak 8 Base includes outdoor plazas with space for events, new Guest Services Facilities, fitness centers and other facilities to serve Peak 7 and 8 guests, modern meeting facilities and some shops and restaurants. The focal point of Peak 8 is the "Grand Lodge", a new Breckenridge landmark that establishes a high standard of quality for the new development. Adjacent lodging designed in a mountain-resort style will cradle the mountain-front plazas. Toward the ends of the Peak 8 Base area the buildings will be lesser in height and density as compared to the center or core of the Peak 8 Base. Visual impacts adjacent to Four O'Clock Subdivision and Skiswatch Condos will be minimized by utilizing roof steps that step down at the edges, while still maintaining steeply pitched roofs, which are characteristic of mountain architecture. The impact of parking will be minimized by locating all residential parking spaces underneath the buildings, with some surface parking available for employees and guests.
 Peak 7 Base: The Peak 7 Base will be a compact village, providing a variety of accommodations. Here, residential units, with potential for both sun and views, will be clustered around a mountain-front plaza where all new modern Guest Services Facilities, a mountain view restaurant and a limited but critical amount of retail space will be located. Toward the north and south ends of the Peak 7 Base area, the overall buildings will be lesser in height and density as compared to the center or core of the Peak 7 Base. Visual impacts adjacent to the Forest Service land immediately to the north will be minimized by utilizing roof steps that step down at the edges, while still maintaining steeply pitched roofs, which are characteristic of mountain architecture. Guests will have the option to disembark the gondola at the Peak 7 Base, with a short walk to the Independence chair lift which will be extended to the Peak 7 Base. The impact of parking will be minimized by locating all residential parking spaces underneath the buildings, with some surface parking available for employees and guests.
 Design Standards: The architecture will present a transitional mountain style (between rustic and contemporary) through the use of authentic stone foundations, chimneys and other accent elements, interesting roof forms, large shaded windows, simple but strong detailing and a sense of informality. Natural and natural appearing materials, such as lap and shingle siding, board and batten siding, and roof stone faced foundations, chimneys and other accent elements will enhance the character and blend with natural surroundings. Natural appearing synthetic materials may only be used as exterior building materials where fire retardant materials are required by building and/or fire codes, or for elements, where the determination of the Planning Commission, the synthetic material is indistinguishable from pedestrian level. The use of synthetic exterior building materials is subject to the Town of Breckenridge Development Code. No stucco will be used on any exterior building elevation. Wood elements will be achieved, with mated colors chosen from a natural palette of weathered browns and grays. Brighter hues may be used for elements such as windows and window trim. Design diversity will be achieved with each type of building, or cluster of buildings, each of which may have their own style to achieve such diversity. This is one of the final pieces in Breckenridge, where larger buildings can comfortably be in scale with the mountain landscape and clearly be dominated by the surrounding natural mountain setting.

9) PLAN COMPONENTS: The Town's approval of this plan is based on the development being carried out substantially in keeping with the foregoing Notes on this Amended Sheet 4, the Fit Test on Sheet 5, the plan for Circulation and Trails on Sheet 6 and the View Corridors Study on Sheet 8. While it is acknowledged that the Fit Test and View Corridors shown on Sheets 5 and 8 are conceptual in nature and that actual locations, configurations and numbers of buildings have not been established by this plan, it is also acknowledged that a substantial deviation having a significant negative impact on the plaza areas, circulation, or views of hills and the mountains may require a further amendment to this plan. In addition, in connection with the site specific development permits for buildings, the adjacent exterior improvements shall be included as a part of the development if it will be necessary to remove such adjacent exterior improvements in connection with the future construction of other buildings. The plan for Circulation and Trails shown on Sheet 6 is not conceptual in nature and any significant development may require an amendment to this plan. In addition, to the extent not already existing, trails shall be constructed as and when improvements adjacent to such trail occur.
 10) VESTING: The terms, conditions and provisions of the Master Plan, as amended by this Amendment, are subject to the extended vested property rights provided for in the Development Agreement for Extended Vesting dated as of May 27, 2003 and recorded in the Summit County, Colorado real estate records on September 24, 2003 at Reception No. 730692 ("Agreement"). Pursuant to the Agreement the vested property rights period for the Peaks 7 & 8 Master Plan were extended until November 8, 2025, which date is 20 years from the November 8, 2005 effective date of Development Permit 2005105, subject to the terms and conditions of the Agreement. Interested parties should review the Agreement, and should further check with the Town of Breckenridge Department of Community Development for further information concerning the vested property rights associated with the Master Plan, as amended by this Amendment.

The recording of this master plan satisfies the requirement of paragraph (N) of Policy 39 (Absolute) of Section 9-1-19 of the Breckenridge Town Code concerning the recording of a notice of the approval of a master plan.
MASTER PLAN CERTIFICATE
 A master plan is governed by and is subject to Policy 39 (Absolute) of the Breckenridge Development Code, Chapter 1 of Title 9 of the Breckenridge Town Code, as amended from time to time. Although a master plan is a site specific plan as that term is defined by law, a master plan is only a general, conceptual plan for the future development of the subject property. The approval of a master plan is not the Town's final approval for the development of the subject property. Approval to actually develop the subject property requires one or more further site specific approvals from the Town in the form of additional development permits issued pursuant to the Town's Development Code, as well as the issuance of any required permits under the Town's building and technical codes.
 The provisions of this Amendment amending Sheet 4 of the Master Plan are binding upon the owner and all subsequent owners of all or any portion of the real property which is the subject of this Amendment in accordance with and subject to the terms and conditions of the Town of Breckenridge Development Code.
 Interested parties should check with the Town of Breckenridge Department of Community Development to determine the duration of the vested property rights for the approved master plan, as well as the duration of the approved master plan.
 The Master Plan may be amended, abandoned, or withdrawn only in accordance with the applicable provisions of the Town of Breckenridge Development Code.
 Approval of this Amendment and the Master Plan is no assurance that the subject property will ultimately be developed in the manner described in the approved Master Plan. Interested persons should obtain and review copies of all future site specific development permits, subdivision plans, other Town-issued land use approvals, and applicable title information for the subject property before deciding to purchase or invest in any of the real property that is subject to this Amendment and to the approved Master Plan.
OWNER:
 VAIL SUMMIT RESORTS, INC. DIRECTOR OF COMMUNITY DEVELOPMENT
 By: *[Signature]* John Bulter, Vice President & COO of Breckenridge Ski Resort
 Date: 1/31/2019 Date: 2/1/19

AMENDMENT TO AMENDED PEAKS 7 & 8 MASTER PLAN (ORIGINALLY APPROVED BY DEVELOPMENT PERMIT 2000155 AND PREVIOUSLY AMENDED BY DEVELOPMENT PERMITS 2005105, 200613, 2008033, 2013006, PL-2015-0444 AND PL-2017-0697)
 APPROVED BY DEVELOPMENT PERMIT PL-2018-0546 ON DECEMBER 11, 2018.
MASTER PLAN - AMENDED
BRECKENRIDGE SKI RESORT
 AMENDMENT TO PEAKS 7 & 8 MASTER PLAN

