



Town Council Regular Meeting
Tuesday, June 10, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

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

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES- MAY 27, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
- B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 8, SERIES 2025- AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT DEVELOPER AGREEMENT

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 9, SERIES 2025 - AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE OF THE BRECKENRIDGE PROFESSIONAL BUILDING
- B. RESOLUTIONS, SERIES 2025
 - 1. RESOLUTION NO. 9, SERIES 2025 - A RESOLUTION APPROVING AN AMENDMENT TO THE NICOTINE INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO AND THE TOWNS OF BLUE RIVER, DILLON, FRISCO, MONTEZUMA, AND SILVERTHORNE TO ADD THE TOWN OF KEYSTONE
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. CML ADVISORY BOARD UPDATE
- G. SOCIAL EQUITY ADVISORY COMMISSION
- H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR JUNE AND JULY

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of May 27, 2025, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Carol Saade, Jay Beckerman, Dick Carleton, Todd Rankin and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – May 13, 2025

There were no changes or corrections to the meeting minutes of May 13, 2025. Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were no changes to the agenda.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.

Cielo Galindo spoke in support of the Immigrant Heritage Month Proclamation. Galindo stated Summit County has become her and her family's home. As a community leader with Mountain Dreamers, Galindo has worked to engage and educate the local Latin community and support the rights of immigrants in the county. She stated she was grateful for the Proclamation of Immigrant Heritage Month. Galindo celebrates the opportunity for inclusion for all.

Osmedo Molano spoke in support of the Immigrant Heritage Month Proclamation. He stated Immigrant Heritage Month is a very valuable celebration for the Hispanic community. He spoke to the importance of thinking as human-beings without prejudice. Molano is working to bring this idea to the community to create a stronger work force, and a force of love and peace. Molano stated his objective is to work as a team to bring knowledge to the community and make everyone feel important. He spoke in gratitude of Town of Breckenridge for their support.

Angie Pineda spoke in support of the Immigrant Heritage Month Proclamation. Pineda grew up in a mixed immigration household. She spoke in gratitude of the sacrifices her family has made, and how those sacrifices have motivated her to continue her education.

Brisa Gonzalez spoke in support of the Immigrant Heritage Month Proclamation. Gonzalez spoke to the fear local undocumented immigrants and their children experience. Gonzalez thanked Mountain Dreamers and Town of Breckenridge for their support.

Mayor Owens thanked the public for their comments and partnership, and stated it is Town Council's wish to make everyone in the community feel supported.

Mayor Owens encouraged the public to come and speak at Town Council meetings that occur on the 2nd and 4th Tuesday night of every month. The public can also email comments at mayor@townofbreckenridge.com.

With no additional comments, Mayor Owens closed Public Comment.

V) NATIONAL IMMIGRANT HERITAGE MONTH PROCLAMATION

Mayor Owens read the National Immigrant Heritage Month Proclamation into the record.

VI) PRIDE MONTH PROCLAMATION

Mayor Owens read the Pride Month Proclamation into the record.

VII) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2025 - PUBLIC HEARINGS

- 1) COUNCIL BILL NO. 7, SERIES 2025 – AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP EXTENDED VESTED PROPERTY RIGHTS – CUCUMBER CREEK ESTATES)**

Mayor Owens read the title into the minutes.

Chris Kulick, Assistant Director of Community Development, stated Council Bill No. 7 would extend the existing Cucumber Creek Estates Master Plan an additional 5 years past its current vested period to January 9th, 2031. Kulick stated there are no additional commitments proposed with this amendment. He stated this amendment will allow the owners to continue to lease the area to the Breckenridge Nordic Center while development is on hold. Kulick also stated a right of first offer has been extended to the Town of Breckenridge as part of this amended development agreement.

Mayor Owens opened the public hearing.

There were no additional public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO. 7, SERIES 2025 – AN ORDINANCE APPROVING AN EXTENSION TO A DEVELOPMENT AGREEMENT WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP (EXTENDED VESTED PROPOERTY RIGHTS – CUMCUMBER CREEK ESTATES). Council Member Carleton seconded the motion.

The motion passed 7-0

VIII) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2025

1) COUNCIL BILL NO.8, SERIES 2025 – AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT DEVELOPER AGREEMENT

Mayor Owens read the title into the minutes.

Laurie Best, Director of the Housing Department, stated the Runway developer agreement sets forth the framework for the relationship between the Town of Breckenridge and the project developer. As discussed in work session, there were a few minor edits from the developer agreement presented in the work session to the version presented for first reading.

Keely Ambrose, Town Attorney, stated there are three changes to the developer agreement. The first change is in section 2D regarding budget. A sentence was added to allow revisions to the budget to reflect modifications to the development plan. Revisions will only take effect upon Town Council approval. The second change is in section 12 regarding the developer employee unit. Ambrose stated the language in Section 12 was revised and the developer's employee unit that is reserved in vertical phase one will have to be included in either sale phase one or two. Ambrose stated this was included to help ensure members of the public have an opportunity to purchase the single-family units. The final change is in section 16 regarding the developer fee. Ambrose stated language was changed to clarify the developer fee is set forth in the budget and excludes only those certain items identified as exclusions in the budget.

Council Member Carleton asked if the developer unit would conflict with the school district's agreement. Ambrose stated the developer unit would be set aside and would not be included in the units subject to school district priority.

Mayor Owens opened the public hearing.

Larry Crispell, a Breckenridge resident, stated he supports the Runway Project and appreciates the hard work completed by Town Council and staff. Crispell shared institutional knowledge of the Town losing multiple deed-restricted units in Grand View condos due to foreclosures. The foreclosures subordinated the deed restrictions. Crispell stated that in paragraph 13 of the agreement, the Town agrees to subordinate its restrictive housing covenant to any financing on the project. Crispell stated he is concerned about this clause because of the loses of deed-restricted housing in Grandview due to foreclosures. He encouraged the town to consider adding to its contract a right to cure to prevent losing restrictive housing covenants in Runway to foreclosure.

Mayor Owens stated Town Council would have staff examine potential options to prevent restrictive housing covenants being lost in foreclosures.

There were no additional public comments and the hearing was closed.

Council Member Rankin moved to approve COUNCIL BILL NO.8, SERIES 2025 – AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT DEVELOPER AGREEMENT. Council Member Gerard seconded the motion.

The motion passed 6-1. Council Member Carleton voted no on the motion.

- B) RESOLUTIONS, SERIES 2025
- 1) RESOLUTION NO. 7, SERIES 2025- A RESOLUTION APPROVING CHANGES TO PARKING RATES AT TOWN-OWNED LOTS
Mayor Owens read the title into the minutes

Matt Hulsey, Assistant Director of Public Works, stated the resolution updated the parking rate in the airport lot. Hulsey stated there is an unmet need for oversized vehicle parking and the resolution will aid in providing this amenity to the community.

Council Member Rankin moved to approve RESOLUTION NO. 7, SERIES 2025- A RESOLUTION APPROVING CHANGES TO PARKING RATES AT TOWN-OWNED LOTS. Council Member Beckerman seconded the motion.

The motion passed 7-0.

- 2) RESOLUTION NO. 8, SERIES 2025- A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND THE SUMMIT SCHOOL DISTRICT
Mayor Owens read the title into the minutes.

Laurie Best, Director of the Housing Department, stated in the agreement the Town of Breckenridge will provide a first right of purchase to Summit County School District employees for units in the Runway Neighborhood. The goal is for Summit County School District employees to be able to purchase up to 35 units through first right. In return, the school district is committing to conveying the McCain Parcel to the Town. Best stated the Summit County School Board has approved the agreement.

Council Member Rankin moved to approve RESOLUTION NO. 8, SERIES 2025- A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND THE SUMMIT SCHOOL DISTRICT. Council Member Saade seconded the motion.

The motion passed 7-0.

- C) OTHER

IX) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS
Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

X) REPORT OF TOWN MANAGER AND STAFF

Town Manager Shannon Hayes stated she will be out of office from June 6th -June 14th and Scott Reid will be acting Town Manager.

XI) REPORT OF MAYOR AND COUNCIL MEMBERS

- A. CAST/MMC
No Updates.
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
Council Member Beckerman stated BOSAC had an open house at the Recreation Center. Council Member Beckerman thanked the communications team and Breckenridge Tourism Office for their work. It was a successful open house with a lot of public participation, engagement, and questions.
- C. BRECKENRIDGE TOURISM OFFICE
Council Member Carleton stated there is a meeting on Thursday May 29th.

D. BRECKENRIDGE HISTORY

Council Member Rankin stated Breck History is starting their 2025 projects. He stated two new board members have joined, Sarah Wilkinson and Nick Johnson. There has been concerns of Breck History's ability to do any actions that require Forest Service consultation. Council Member Rankin stated they are looking at capital budget for next year and keeping projects modest.

E. BRECKENRIDGE CREATIVE ARTS

Council Member Gerard stated the focus has been on completing the BCA and Town of Breckenridge Agreement. Breck Create gave their report in the May 27th, 2025, Town Council Work Session. The next meeting will take place the third week of June.

F. CML ADVISORY BOARD UPDATE

Council Member Saade stated there are no changes since last meeting. Breckenridge is hosting CMLs annual meeting June 24th-June 26th. She encouraged Town Council to attend to support staff giving presentations at the meeting.

G. SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade stated the commission had a meeting last week. The Breckenridge Tourism Office presented their efforts around Breck Pride to the committee. BTO has been able to secure many partnerships to help support the event. Laurie Best presented to the commission about various town projects, including the Runway Neighborhood project, and the commissioners provided their thoughts and concerns on different town projects.

H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

Council Member Beckerman stated the community will be receiving emails with surveys for the Arts and Culture Master Plan.

XII) OTHER MATTERS

Council Member Carleton stated he received a suggestion from a member of the public that at 106 West there should be a common dumpster to collect used grease from restaurants. In addition, the public member suggested requiring any restaurants who want to take advantage of using the communal dumpster to use containers with snap on lids to transport the grease, so they don't leak. Town Council would like staff to reach out to 106 West to determine if this is viable suggestion to 106 West.

Council Member Page stated Town Clean Up Day starts at 9am on Saturday May 31st, 2025.

XIII) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR MAY, JUNE, AND JULY

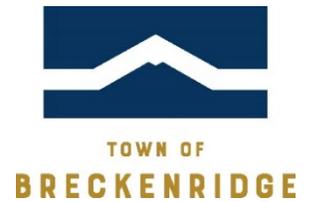
XIV) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:40 pm. Submitted by Mae Watson, Town Clerk.

ATTEST:

Mae Watson, Town Clerk

Kelly Owens, Mayor



Memo

To: Town Council

From: Laurie Best – Director of Housing
Melanie Leas- Housing Project Manager
Keely Ambrose-Town Attorney

Date: 6/2/2025 (for 6/10/2025)

Subject: Developer Agreement for Runway Neighborhood (Second Reading)

Town Council Goals (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input type="checkbox"/> Organizational Need | |

Summary

The ordinance approving the Developer Agreement for Runway Neighborhood is presented for second reading. The Council approved the first reading of the ordinance on May 27th and there has been one minor, non-substantive change in Section 26b.i since first reading. This change corrected a minor misprint. This Agreement establishes the framework for the development of the Runway Neighborhood and defines roles, responsibilities, and obligations of the Town and the Developer. The ordinance and the Developer Agreement are attached for your review. Staff recommends approval on second reading.

Overview of Agreement

Pursuant to the Agreement, the Town will contribute the Runway property and funding, and the Developer will construct public improvements (infrastructure/site work) subject to an approved Guaranteed Maximum Price (GMP) and will build and sell up to 148 units deed restricted units to target low- and middle-income families. The project is phased to protect all parties, and the Developer may not proceed with any construction without Council approval of the GMP/budget. The goal is to ensure that the cost of the project is consistent with the Town's expectations and ensure the project can be paused or postponed indefinitely should there be issues with market or economic conditions. Please note that the budget for the Phase 1 infrastructure is also scheduled for your consideration on June 10th. If approved, staff anticipates construction will start this summer. The first phase of vertical construction is projected to start in 2026 pending Council approval of the final vertical budget/subsidy.

Public outreach/engagement

No changes to the initial plan.

Financial Implications

The updated GMP for the Phase 1 infrastructure is \$24M and the construction will take 3-5 years. This includes the public improvements (roads, utilities, site work, etc.) for Phase 1 of the neighborhood. As noted in the Agreement, there will be several budget checks prior to launching any vertical construction. The Finance Department's recent cash flow report, which indicates the Town's financial well-being, demonstrates that the Town can absorb the funds necessary to produce Phase 1 of the project.

Equity Lens

No changes.

Staff Recommendation

Staff recommends approval of the second reading of the ordinance authorizing execution of the Developer Agreement for Runway Neighborhood. Staff will be available for questions.

1 COUNCIL BILL NO. ____

2
3 Series 2025

4
5 **AN ORDINANCE APPROVING THE RUNWAY NEIGHBORHOOD PROJECT**
6 **DEVELOPER AGREEMENT.**
7

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

10 WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking
11 developers interested in developing the Property; and

12 WHEREAS, Runway Neighborhood, LLC ("Developer") responded to the RFP, and
13 desires to construct a deed-restricted workforce housing neighborhood (hereinafter referred to as
14 the "Town Project") on a portion of the Property; and

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

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

19 WHEREAS, on August 13, 2024, Runway Neighborhood Infrastructure, LCC, which is
20 owned by the same parent company as Developer, and Town entered into a Pre-Development
21 Agreement for Services to perform preliminary planning tasks including site analysis, schematic
22 design, and a master plan; and

23 WHEREAS, the Parties have negotiated a project Developer Agreement, Exhibit B
24 attached hereto, to develop the Town Project; and

25 WHEREAS, as part of the approval of the project Developer Agreement, Council wishes
26 to authorize the Town Manager to execute all additional documents required or necessary to
27 effectuate the Town Project and the Developer Agreement.

28 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
29 BRECKENRIDGE, COLORADO:
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EXHIBIT A

Runway Neighborhood

Tract A Fraction Subdivision
according to the plat recorded December 17, 2021 under reception number 1278464 in
Summit County Colorado

AND

Tract C, Block 11 Subdivision
according to the plat recorded August 3, 2005 under reception number 797050 in
Summit County Colorado

Runway Housing Project Developer Agreement

THIS DEVELOPER AGREEMENT (the "Agreement") is made and entered into as of the effective date below in Section 27 (the "Effective Date"), by and between the Town of Breckenridge, Colorado, a Colorado home rule municipality with an address of P.O. Box 168 Breckenridge Colorado 80424 (the "Town"), and The Runway Neighborhood, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Developer") and The Runway Neighborhood Infrastructure, LLC, a Colorado limited liability company with an address of P.O. Box 5540 Frisco, Colorado 80443 ("Infrastructure Developer") (each individually a "Party" and collectively, the "Parties").

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

WHEREAS, on May 23, 2024, the Town issued a request for proposals ("RFP"), seeking developers interested in developing the Property; and

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

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

WHEREAS, the Town is also willing to contribute financially (hereinafter "Town financial contribution") to the project provided the deed restricted housing is sold at affordable prices; and

WHEREAS, on August 13, 2024, the Infrastructure Developer, which is owned by the same parent company as Developer, and the Town entered into a Pre-Development Agreement for Services ("PDA") to perform preliminary planning tasks including site analysis, schematic design, and a master plan; and

WHEREAS, the Town and the Infrastructure Developer are concurrently negotiating a Guaranteed Maximum Price ("GMP") Agreement for the construction of Horizontal Phase I infrastructure improvements on the Property; and

WHEREAS, the Parties desire to set forth the framework for the potential development of workforce housing on a portion of the Property in accordance with the terms and conditions set forth herein.

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

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

2. Definitions.

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

b. "Restricted Units" means the residential dwelling units in the Development subject to a Restrictive Housing Covenant, as set forth in more detail in Section 13.

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

d. "Budget" means the financial budget approved by Town Council for the construction of both horizontal and vertical improvements on the Property, which shall include the Town's financial contribution, Developer's warranty obligations, Developer's Incentive, and the agreed upon sale prices for the Vertical Construction Phase being constructed as set forth more fully in Section 9 below. The Budget may be revised to reflect current pricing prior to being presented to Town Council for approval as part of the authorization for Vertical Phase I and II. For the avoidance of doubt, approval of the Budget for any Horizontal Phase does not constitute approval of the Budget for Vertical Phase I or II. After final authorization, the Budget may be further revised to reflect modifications to the Development plan but such revisions shall only take effect upon Town Council approval.

e. "Developer's Incentive" means a 70-30 split in favor of the Town of net cost-savings achieved on actual construction of the Horizontal Phases and Vertical Construction Phases, not including any contingency. Such Incentive shall be calculated and paid out at the completion of each Horizontal and Vertical Construction Phase.

3. Master Plan. The Parties agree that it is most efficient and in the best interests to the success of the Project to use the approved master plan for the Development (the "Master Plan"). The Master Plan was approved by Council on May 13, 2025.

4. Phased Development. The Parties recognize that the Development will be developed in phases, and such phasing shall be reflected in the Planning Documents and this Agreement. At this time, it is anticipated that the Development will have two horizontal construction phases ("Horizontal Phases I and II") and two vertical construction phases ("Vertical Construction Phase I and Phase II"). It is an essential element of this Agreement that Town affirmatively authorize the commencement of Vertical Construction Phases I and II as well as Horizontal Phase II. Upon execution of this Agreement and Council approval and execution of the Budget and GMP Agreement, Infrastructure Developer is responsible for proceeding with the Horizontal Phase I. Upon authorization of Vertical Construction Phase I, including a Budget, by Town Council at a public meeting, Developer will be responsible for proceeding with the construction of Vertical Construction Phase I as set forth in the Planning Documents, but shall not be authorized to commence Horizontal Phase II or Vertical Construction Phase II until the Town so directs. Authorization to commence Horizontal Phase II and Vertical Construction Phase II,

including a Budget, shall occur at a public meeting of the Town Council. The parties will mutually agree on sale phases for each Vertical Construction Phase.

5. Number of Units. The total number of units allowed in the Development is one hundred and forty-eight (148) deed-restricted workforce single family, duplex, and multi-family units. There will be no less than eighty-one (81) units in Vertical Construction Phase I.

6. Affordable Housing. The Developer shall develop 100% of the units as for-sale single family, duplex, or multi-family Deed Restricted Units that target lower and middle income families in accordance with the individual unit pricing set forth in the approved Budget.

7. Town Obligation/Investments. In addition to the Property, the Town agrees to contribute funding for the Development, which shall be set forth in the Budget. The Budget will include all costs associated with the Development including infrastructure (on and offsite), site work (on and offsite), architecture, vertical construction, marketing, sales, outreach, etc. The Budget must also include all projected sales revenue based on specified target sales prices. In the event the Town and the Developer do not agree on the Budget or the Town and the Infrastructure Developer do not agree on the GMP Agreement for Horizontal Phase I, either Party may terminate this Agreement. If either Party or the Parties terminate this Agreement under this Section 7, the Town will provide payment for services and costs to date pursuant to the PDA and neither party shall have any further obligation to each other. Upon approval of the Budget and GMP Agreement, it is anticipated that the Town will provide funding for the on and off-site work and infrastructure performed by the Infrastructure Developer by monthly draw based on the bills paid and work completed, including draw(s) in advance of the start of construction for deposits and reimbursable costs such as engineering, architecture surveying and other incidental expenses as required by Developer and Infrastructure Developer. The details of payment and scope of work for Horizontal Phase I will be set forth in the GMP Agreement. Any remaining subsidies for Vertical Phase I and II identified in the Budget shall be paid based on the number of units for which building permits are submitted at any one time (each set of building permits to be referred to as a "Construction Phase").

8. Schedule. Developer shall complete construction of the Project substantially in compliance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference. Said schedule is a good faith target schedule and may be subject to adjustment for delays in approvals, pre-sales, financing, force majeure, and delays due to shortage of materials, weather, or other similar reasons beyond the reasonable control of Developer, or other such reasonable factors mutually agreed upon in writing by the Parties. As noted in Section 4 above, Vertical Construction Phase I, Horizontal Phase II, and Vertical Construction Phase II of the Development shall not commence until approved by the Town in general accordance with the schedule as set forth in Exhibit B.

9. Transfer of Property.

a. At the Fall 2025 financial review that is reflected in Exhibit B and prescribed below in Section 23(e), the Town and Developer will review current pricing for the construction of Vertical Construction Phase I, compare it to the Budget previously approved, evaluate overall market conditions, and subsequently present a recommendation to the Town Council regarding the financial feasibility of moving forward with Vertical Construction Phase I. If the Town Council agrees that it appears financially feasible at that time to make a preliminary authorization to proceed with Vertical Construction Phase I, the Town shall transfer ownership of the portion of the Property described in **Exhibit A** associated with Vertical Construction Phase I to Developer in accordance with the Planning Documents, by special warranty deed to facilitate the timely financing, development, and sale of Vertical Construction Phase I of the Project. The preliminary authorization contemplated in this Paragraph 9(a) does not constitute final approval for the Budget for Vertical Construction Phase I or final authorization to commence construction of Vertical Construction Phase I. In the event the Property is transferred pursuant to this Section 9(a), the following conditions apply:

i. Developer may not encumber in the Property in any way, including as contemplated in Section 14 below, until Vertical Construction Phase I is finally approved and authorized by Town Council.

ii. If the Town has not affirmatively and finally authorized Vertical Construction Phase I within one year of the transfer, or if this Agreement is terminated pursuant to any provision set forth in Section 26, Developer will re-convey the unencumbered Property back to the Town.

b. The Phase II portion of the Property shall be transferred to Developer promptly upon the Town approving Vertical Construction Phase II pursuant to Section 4 above. The Town Council may approve Horizontal Phase II with or without approving Vertical Construction Phase II, if the parties agree on a new GMP Agreement for Horizontal Phase II.

c. Closing agent for transfer of title shall be Land Title Guarantee Company. The Town shall pay for owner's extended title insurance coverage and any costs associated with the closing agent. Developer shall pay for any endorsements required by it or Developer's lender. Developer shall pay the deed recording fees. The Town shall pay any other closing costs. The special warranty deeds shall only be subject to the exceptions of title listed on the title commitment approved by Developer, which approval shall not be unreasonably withheld.

10. Default.

a. Prior to any action against Developer for breach of this Agreement, or default in the Development, the Town shall give Developer a written notice of any claim by the Town of a breach or default by Developer, and Developer shall have the opportunity to cure such alleged default within thirty (30) days, unless such cure cannot be accomplished within such time period, and in such case for a reasonable period to

accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances.

b. In the case of any such uncured default, the Town reserves the right to proceed with assumption of all rights and responsibilities of the Developer for the Phase of the Development that is subject to such default. In addition, any such case of uncured default may result in the Town proceeding to terminate this Agreement for cause as set forth in Section 26(a).

c. The remedies set forth in this Agreement are the sole and exclusive remedies available to the Parties for any breach or default under this Agreement. Each party acknowledges that the remedies provided herein are adequate and sufficient, and waives any right to seek additional remedies, whether at law or in equity, including but not limited to consequential, incidental, or punitive damages.

11. Reverter Clause. In the case of a default or termination pursuant to Section 26, and after any and all cure periods during which Developer fails to cure, any and all Property interests, including the Property described in **Exhibit A**, that have been conveyed to the Developer, which remain in the Developer's ownership and control, and that have not been conveyed to individual homeowners, homeowner's associations, the Town of Breckenridge, special districts or other governmental or quasi-governmental entities, shall be conveyed back to the Town in the same manner and upon the same or similar terms as conveyed to Developer under Section 9.

12. Developer Employee Unit. The Parties agree that one (1) unit that will be reserved for sale to one of Developer's contractors, subcontractors, or employees ("Developer Employee"). The unit shall be reserved and sold in one of the first two sales phases of Vertical Development Phase I and shall be one of the single-family home units. Developer Employees seeking to purchase one of the Developer Employee Units shall meet the applicable income requirements and all other qualifying criteria as set forth in the Restrictive Housing Covenant and/or the Town's Housing Rules and Regulations. If the unit is not purchased by a Developer Employee by the time the first two sale phases in Vertical Construction Phase I are completed, Developer will have no further right to any unit in Vertical Construction Phase I or II.

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

14. Financing. Developer shall be solely responsible to procure financing for the Vertical Construction Phases I and II of the Project. Any instrument of encumbrance to be recorded by the lender, such as a deed of trust or a lien ("Encumbrance"), must adhere to two preconditions, as follows: (i) reasonably related to the development of the parcel or phase so encumbered as contemplated herein; and (ii) be approved in writing by the Town prior to execution by Developer (which approval will not be unreasonably withheld), and prior to any recordation of any such Encumbrance. Any Encumbrance that does not

satisfy these preconditions shall be deemed a violation of this Agreement, and subject to timely correction or cure, and if not so corrected or cured in accordance with Section 26(b) herein, shall be deemed a default and subject to termination for cause. In addition to the foregoing remedy, the parties hereto agree that any such improper Encumbrance not timely corrected or cured shall be deemed null and void and of no force or effect, and Developer shall assume all responsibility for the ramifications of such nullification.

15. Inspection of Developer Books and Records. Except for the Developer's financing documents, the Developer shall maintain all books and records related to the Project and make them available for inspection upon the Town's request. Notwithstanding the foregoing, if the Town has reasonable cause to believe that Developer cannot complete the Project, the Town may request to review the financing documents of the Developer at which time the Developer may assert that such financing documents are confidential records for purposes of Colo.Rev.Stat. § 24-72-204. For purposes of this section "financing documents" includes all records of Developer regarding the loan(s), excluding documentation as to the loan terms and the Encumbrance which is subject to disclosure under Section 14.

16. Developer Fee. Developer shall receive a fee for vertical construction and the Infrastructure Developer shall receive a fee for construction of the infrastructure in the amount of 4.0% on all costs and expenses for the Development as set forth in the Budget, excluding only those certain items identified as exclusions in the Budget. The final Developer Fee shall be as set forth in the Budget.

17. Authority; Independent Contractor Status. Developer shall have no right, authority or power to bind the Town for any claim for labor or for material or for any other charge or expense incurred in delivering the Development or performing any alteration, renovation, repair, refurbishment or other work. The Parties shall be treated as independent contractors to this Agreement and Developer shall not be considered the agent of the Town in the construction, erection or operation of the Development.

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

19. Marketing Units. The Developer intends to contract for marketing and sales services. The Town and Developer agree to establish a mutually acceptable marketing plan with criteria and processes to ensure broad marketing throughout the community. The Developer will utilize the Summit Combined Housing Authority (SCHA) for qualification and lottery purposes, and the Town will assist in ensuring efficient and timely processes for qualifying applicants.

20. Sales. In the event transfer of title to a unit subject to a Restrictive Covenant is not completed within three (3) months from the earlier of the date of certificate of occupancy or the date a contracted buyer dropped out, in either case due to market

conditions and at no fault of Developer, the Parties agree that the following events shall occur in the order set forth below:

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

b. If the Town does not elect to purchase the unit under subsection a, Developer may exercise its option to rent a unit to a qualified renter at a rate mutually agreed to in writing by the Parties that is no greater than the rental rate equivalent of the targeted sale price AMI.

c. In the event that the Developer, in conjunction with the SCHA, has exhausted the lottery list of potential buyers, and has unsold units, Developer may sell such units to any qualified buyer pursuant to the terms of the Restrictive Covenant.

21. Compliance with Law. Developer shall comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable Colorado environmental laws; and all other federal, state or local laws and regulations relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect.

22. Public Improvements.

a. Guaranteed Maximum Price Proposal. Infrastructure Developer agrees to complete both on-site and off-site public improvements (the “Public Improvements”), subject to the GMP Agreement.

b. Final Acceptance and Dedication. Upon completion of the Public Improvements and upon final acceptance by the Town, Developer shall convey title to the Public Improvements to the Town at which time the Town shall become responsible for the operation and maintenance of the same.

c. Warranty. Infrastructure Developer warrants and guarantees that, for two (2) years from the date of acceptance, each Public Improvement: is not defective; will not fail; has been constructed and installed in a workmanlike manner suitable for its intended uses; has been constructed in compliance with applicable federal, state, municipal, and special district statutes, ordinances, regulations, rules, and codes.

23. Developer's Obligations.

a. Workforce Housing and Warranty. In accordance with this Agreement, Developer agrees to construct the Restricted Units in the Project. All units will be sold with a two-year warranty from date of certificate of occupancy.

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

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

d. Financial Obligations. Infrastructure Developer is obligated to stay within the approved Budget for each Horizontal Phase and Developer is obligated to stay within the approved Budget for each Vertical Phase. The Developer shall provide regular status updates to the Town, through scheduled meetings and/or written reports, as mutually agreed. These updates shall, at a minimum, address progress on the Project and shall include, as appropriate, the hard bids for both horizontal and vertical construction prior to the Developer executing any contracts or agreements. In addition, the Developer shall provide quarterly reports to Town staff that include updates on Project costs, highlighting any fluctuations in construction expenses and significant soft cost items, such as insurance premiums and loan interest, review of the Budget and Schedule, and any other material information relevant to the development process. In the event of unforeseen increases in the cost of construction that are outside the control of Developer, Developer and Town will meet and confer regarding how to address and resolve such cost increases.

e. Timeline for Completion. Developer shall complete each Construction Phase within 18 months of the final framing inspection for the last unit in the phase; failure to do so shall be considered a breach of the Agreement and entitle Town to terminate for cause pursuant to Section 26(a).

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

25. Term. The Effective Date of this Agreement shall be in accordance with Section 5.9 of the Municipal Charter and remain effective until all obligations of each Party are completed or until terminated as permitted herein.

26. Termination; Delay.

a. Termination by Town for Cause. Town may terminate the services of the Developer for cause, and take possession of the Project and all materials deemed part of the Project; provided, however, Town will reimburse Developer for any materials not already paid for by Town. The termination shall be effective thirty (30) days after Town has delivered written notice detailing the cause for termination hereunder to the Developer if the Developer has failed to reasonably cure the cause for termination within that thirty (30) day period; unless such cure cannot be accomplished within such time period, and in such case after a reasonable period to accomplish the same, not to exceed ninety (90) days. The Town shall have discretion to approve a longer period in the event of extraordinary circumstances. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Town, all of which shall be subject to the notice and thirty (30) day period to cure provided herein:

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

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

b. Termination by Town for Convenience. Town may also elect to suspend or abandon the Project and terminate the Agreement for convenience. The action shall be effective thirty (30) days after Town has delivered written notice to the Developer. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Town. The following payment provisions apply:

- i. In the event the Town terminates the Agreement prior to the authorization of Vertical Construction Phase I, the Developer shall be paid for all Development executed and any costs and expenses incurred, including payment of the Developer Fee to Infrastructure Developer for Horizontal Phase I construction ~~_, and Vertical Construction Phase I construction~~ incurred up until the date of termination.
- ii. In the event the Town terminates the Agreement after the authorization of Vertical Construction Phase I, but prior to the authorization of Vertical Construction Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I as set forth in the Budget.
- iii. In the event the Town terminates the Agreement after the authorization of Vertical Phase II, the Developer shall be paid for all Development executed and any costs and expenses incurred, including the Developer Fee for Horizontal Phase construction and the entire Developer Fee for Vertical Phase I and II as set forth in the Budget.
- iv. For purposes of this subsection (b), the term “costs and expenses incurred” shall include Developers costs and expenses resulting from Developer’s performance under this Agreement as well as additional commercially reasonable costs and expenses related to the termination.

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

- i. Town has suspended the Development for more than sixty (60) days, which suspension is not a result of the Town exercising its options under Sections 26(a) and (b).
- ii. Town has been issued a stop work order of sixty (60) days or more by court order or other competent public agency.
- iii. The Town fails to act on any request for payment within thirty (30) days after its submittal.
- iv. Town fails to pay the Developer within (30) thirty days the sum approved by the Town or awarded by arbitrators or court.
- v. The Town repeatedly fails to respond to requests for approvals and other information required in a timely manner to allow Developer to meet its obligations and operate within the construction periods permitted due to seasonal constraints.

vi. Town fails to meet any other material obligations under this Agreement, the Planning Documents or the ancillary development agreement for public improvements.

d. Payment to Developer. Subsequent to Termination under any provision in this Section 26, Developer shall provide a complete accounting up to the effective date of Termination of Development executed, costs and expenses incurred, and Developer Fee incurred within thirty (30) days of the effective termination date. The Developer shall have the option of resuming work after such payment or proceeding with termination in the event of termination under Section 26.c. If the Agreement is terminated pursuant to Section 26.c., and in the event Developer does not elect to resume work as relates to termination under Section 26.c., the Developer shall also be entitled to payment for all Development executed and any costs and expenses incurred, plus the remaining Developer Fee for the Vertical Construction Phase the Project was in at the time of termination.

e. Ownership of Planning and Construction Documents. The Planning Documents and all architectural, engineering, construction and similar plans are owned by Developer. In the event of termination of this Agreement under any provision, the ownership of all Planning Documents shall transfer from Developer to the Town. For purposes of this Section, "Planning Documents" shall not include architectural, engineering and construction plans and documents for the vertical construction that are not already owned by Town.

f. Town Assumption of Development. In the event the Town assumes completion of the Development under Section 10, or under any other provision of this Agreement, or the Agreement is terminated pursuant to Section 26, Developer is released from any and all further obligations under this Agreement excluding warranties for work completed prior to termination or assumption.

27. Miscellaneous.

a. Indemnification

i. To the fullest extent permitted by law, and in accordance with Section 13-50.5-102, C.R.S., Developer shall indemnify and hold Town, its officers, employees, and insurers, harmless from and against all liability, claims, and demands brought or asserted against Town by a third party (a party who is not a party to the Agreement) on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, whether alleged, adjudicated, or otherwise, related to or in any manner connected with the Agreement, to the extent that such injury, loss, or damage is caused by Developer's negligence or other fault, or the negligence or other fault of Developer's employees, agents, representatives, subcontractors, suppliers, or anyone else for whose acts Developer is liable under applicable law. Developer is not required to provide indemnification under this Section to the extent such liability, claim, or demand arises through the negligence or other fault of Owner, its officers, employees, or agents.

As used in this Section, the term “fault” includes, but is not limited to, an intentional or willful wrongful act, or a breach of the Agreement.

ii. This indemnity provision is to be interpreted to require Developer indemnify and hold Town harmless only to the extent and for an amount represented by the degree or percentage of negligence or other fault attributable to Developer, or Developer’s employees, agents, representatives, subcontractors, suppliers, or others for whose acts Developer is liable under applicable law.

iii. To the extent indemnification is required under this Section, Developer shall reimburse Town for all costs and expenses of litigation incurred by Developer related to the matter for which indemnification is required, including, but not limited to, court costs, expert witness fees, and reasonable attorney’s fees.

iv. The extent of Developer’s obligation to indemnify and hold Town harmless under this Section shall be determined only after Developer’s liability or fault has been determined by adjudication, alternative dispute resolution (if permitted by the Agreement), or is otherwise resolved by mutual agreement between Developer and Town.

v. This indemnity provision applies only with respect to claims brought or asserted against Town by third parties, and not to claims only between Developer and Town.

vi. Town’s officers, employees, and insurers are third party beneficiaries of this Section in accordance with its terms. However, any amendment, modification, or termination executed by Town and Developer is binding upon Town’s officers, employees, and insurers.

vii. To the fullest extent permitted by law, Town shall indemnify and hold Developer, its members and managers harmless from and against all liability, damages, including legal fees and costs, claims and demands brought or asserted against Developer by a third party related to or in any way caused by Town’s breach of this Agreement, including without limitation, arising from any act or failure to act as listed in Paragraph 26(c).

viii. All indemnity obligations required by the Agreement shall survive the completion or termination of the Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

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

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

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

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

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

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

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

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

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

k. Resolution Of Disputes.

i. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("Executives"). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

ii. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys' fees incurred in connection with negotiation and mediation.

- iii. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. both parties waive the right to a jury trial with respect to any dispute arising out of or relating to this agreement.
- iv. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

l. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

m. Recording. This Agreement or a notice of memorandum of agreement may be recorded with the Clerk and Recorder for Summit County, Colorado and shall run with the land at the mutual consent of the Parties, which shall not be unreasonably withheld.

n. Authority to Execute Documents. Upon approval of the Ordinance authorizing the Town's participation in this Agreement, the Town Manager shall be authorized to execute any document reasonably required by or related to this Agreement and the Project, including the authorization of and subordination of Encumbrances as set forth Section 16 above.

o. Retained Authority. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

p. Parties to the Agreement. There are two developer parties to this agreement; for the avoidance of doubt, Infrastructure Developer is a responsible party and liable only to the extent of those obligations specifically identified as belonging to Infrastructure Developer. All other obligations and required performance under this Agreement, whether specifically identified as such or not, belong to Developer and Developer is responsible and liable for them. In the event of any conflict between this Agreement and the GMP Agreement, the terms of the GMP Agreement shall prevail.

q. Force Majeure. No party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such performance or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war,

EXHIBIT A
LEGAL DESCRIPTION

Runway Neighborhood

Tract A Fraction Subdivision
according to the plat recorded December 17, 2021 under reception number 1278464 in
Summit County Colorado

AND

Tract C, Block 11 Subdivision
according to the plat recorded August 3, 2005 under reception number 797050 in
Summit County Colorado

EXHIBIT B
Schedule

Summer 2025 – Phase One ground break for civil

August 2025 - Phase 1 Infrastructure Ground breaking

September 2025 – Vertical Construction Pricing check-in with Town Council

January 2026 – Phase 1 Final Vertical Pricing review and approval with Town Council

June 2026 – Phase 1 Vertical Construction start

September 2026 – Phase 2 Infrastructure review and approval (?) from Town Council

April 2027 – Phase 2 Infrastructure start (if approved by town council)

May 2027 – Phase 1 Vertical Construction first closings

May 2028 – Phase 2 Vertical Construction start

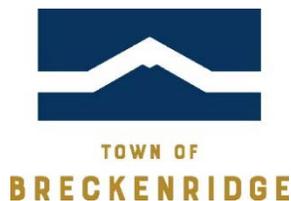
June 2029 – Phase 2 Vertical Construction first closing

March 2030 – Phase 1 Vertical Construction complete

December 2031 – Phase 2 Vertical Construction complete

Primary Town Expenditures will be 2025-2030

*This schedule is subject to change by market conditions and other weather conditions. TBD by Developer and Council Authorizations



Memo

To: Town Council
From: Dave Byrd, Director of Finance
Date: June 3, 2025 (for June 10, 2025)
Subject: American Tower Lease Renewal Agreement (First Reading)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

American Tower Corporation currently leases Suite 160 at the Breckenridge Professional Building located at 130 Ski Hill Road, Breckenridge CO 80424. American Tower has been a tenant in the Professional Building since September 2016. The tenant is requesting two automatic four-year extensions of their current lease, which will extend the lease term to January 31, 2035.

Background

Town Ordinance 3 Series 2020 requires Town Council approval for any lease beyond three years at the Breckenridge Professional Building. The two four-year extensions require approval from the Town Council.

Public outreach/engagement

Outside of the work session review on June 10th, there will be an ordinance to be voted on during the regular meeting on both June 10th and June 24th, 2025.

Financial Implications

There is no impact on the current budget for this lease amendment. The two four-year renewals will provide secure rental income for future years. The attached lease amendment provides the monthly rental income by year.

Equity Lens

As a company, American Tower has a strong commitment to Diversity, Equity, and Inclusion (DEI). They are recognized as a Best Employer for Diversity by [Forbes](#) and actively pursue DEI initiatives, including supporting DEI-focused initiatives within their industry through their CEO Council, [according to LinkedIn](#) and [Nareit](#). They emphasize creating an inclusive workplace free from discrimination and valuing diverse perspectives. This lease assures American Tower of eight more years of a lease in the Breckenridge Professional Building.

Staff Recommendation

Staff recommends approval of the 3rd amendment of the lease.

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

1 COUNCIL BILL NO. __

2
3 Series 2025

4
5 **AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE OF THE**
6 **BRECKENRIDGE PROFESSIONAL BUILDING**
7

8 WHEREAS, the Town owns the real property commonly known as the Breckenridge
9 Professional Building (“Professional Building”) located at 130 Ski Hill Road, Breckenridge,
10 Colorado;

11 WHEREAS, when the Town purchased the Professional Building, it became a successor
12 in interest to certain leases for spaces within the building, including a lease with ATC Outdoor
13 DAS, LLC (“ATC”) dated August 12, 2016; and

14 WHEREAS, ATC and the Town have amended the original lease several times, with
15 lease amendments dated September 20, 2016 and February 19, 2021 (with the original lease,
16 collectively the “Lease”); and

17 WHEREAS, the Town desires to approve a third amendment to the Lease with ATC that
18 will effectively extend the term of the Lease through January 31, 2035 inclusive of two (2)
19 automatic renewal terms of four (4) years each; and

20 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town
21 real property longer than one year must be approved and authorized by ordinance.

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

24 Section 1. Town Council hereby approves the Third Amendment to the lease
25 between the Town of Breckenridge and ATC, a copy of which is attached hereto as **Exhibit A**.

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

28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this 10th day of June, 2025. A Public Hearing shall be held at the regular
30 meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
31 _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building
32 of the Town.

33
34 TOWN OF BRECKENRIDGE, a Colorado
35 municipal corporation

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By: _____
Kelly Owens, Mayor

ATTEST:

Mae Watson, Town Clerk

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“*Third Amendment*”) is entered into as of the last of the signature dates below (“*Effective Date*”) between Town of Breckenridge, a Colorado municipality, successor in interest to Eduardo Felix Bello and Pamela McPherson Bello, with a mailing address of 150 Ski Hill Road, PO Box 168, Breckenridge, CO 80424 (“*Landlord*”) and ATC Outdoor DAS, LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, Massachusetts 01801 (“*Tenant*”). Landlord and Tenant are sometimes hereinafter collectively referred to as the “*Parties*”.

BACKGROUND

A. Landlord and Tenant, or their successors in interest, are parties to that certain Lease Agreement dated August 12, 2016 (“*Original Lease*”), as amended by that certain First Amendment to Lease Agreement dated September 20, 2016 (“*First Amendment*”), as further amended by that Second Amendment to Lease Agreement dated February 19, 2021 (“*Second Amendment*”), for certain premises located within the building commonly known as Sawmill Station Square Commercial Building No. 1 located at 130 Ski Hill Road, Breckenridge, CO 80424 (collectively, “*Lease*”).

B. The Parties desire to amend the Lease on the terms and conditions set forth in this Third Amendment.

C. Any capitalized terms used, but not defined, in this Third Amendment shall have the meanings assigned to them in the Lease.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. Paragraph 3 of Lease, as amended in paragraph 4 of the Second Amendment, is hereby deleted in its entirety and replaced with the following:

“The initial term of this Lease will be ten (10) years and two months (“*Initial Term*”), commencing on December 1, 2016 (“*Commencement Date*”). This Lease will be automatically renewed for two (2) terms of four (4) years unless: (i) a Tenant Event of Default (as defined in Section 16(a)) exists or (ii) Tenant gives written notice to Landlord at least sixty (60) days prior to the expiration of the then current term of Tenant’s intention

not to renew the Lease (each a “**Renewal Term**”). The Initial Term and Renewal Term(s) are collectively referred to as “**Term.**”

2. Change to Lease Area. The definition of Lease Area set forth in the Lease, and as amended in paragraph 1 of the First Amendment, is revised to refer to "Suite #160, consisting of approximately 1,125 rentable square feet." All references in the Lease to “1,143 rentable square feet” shall be deleted and replaced with “1,125 rentable square feet”.

3. Change to Paragraph 4; RENT AND FEES. Paragraph 4(a) of the Lease is deleted in its entirety and replaced with the following language:

“4(a) Monthly Rent. The Parties agree that, starting from the Effective Date of this Third Amendment, Tenant shall pay “Monthly Rent” pursuant to the table below. “Monthly Rent” includes the “Outdoor Space Fee” and Common Area Maintenance fees (“CAM”) (as was previously defined in Paragraph 4(c) of the Original Lease as “Additional Rent.”) CAM is included in Monthly Rent on a pre-determined basis without the need for an annual true-up.”

	Monthly Amount		
2/1/2025	1/31/2026	\$3,662.13	Out of this amount, \$2,586.91 is rent and \$1,075.22 is CAM
2/1/2026	1/31/2027	\$3,772.00	Out of this amount, \$2,664.52 is rent and \$1,107.48 is CAM
2/1/2027	1/31/2028	\$3,885.16	Out of this amount, \$2,744.46 is rent and \$1,140.70 is CAM
2/1/2028	1/31/2029	\$4,001.71	Out of this amount, \$2,826.79 is rent and \$1,174.92 is CAM
2/1/2029	1/31/2030	\$4,121.76	Out of this amount, \$2,911.59 is rent and \$1,210.17 is CAM
2/1/2030	1/31/2031	\$4,245.41	Out of this amount, \$2,998.94 is rent and \$1,246.47 is CAM
2/1/2031	1/31/2032	\$4,372.77	Out of this amount, \$3,088.91 is rent and \$1,283.86 is CAM
2/1/2032	1/31/2033	\$4,503.95	Out of this amount, \$3,181.58 is rent and \$1,322.37 is CAM
2/1/2033	1/31/2034	\$4,639.07	Out of this amount, \$3,277.03 is rent and \$1,362.04 is CAM
2/1/2034	1/31/2035	\$4,778.24	Out of this amount, \$3,375.34 is rent and \$1,402.90 is CAM

Paragraphs 4(b) and 4(c) of the Original Lease and Paragraph 2 of the Second Amendment are deleted in their entirety. Paragraphs 4(d) and (e) of the Original Lease shall remain unchanged except they shall be renumbered as Paragraphs 4(b) and (c). Any reference to “Minimum Rent” or “Additional Rent” shall be read to mean “Monthly Rent.”

4. Surrender. Paragraph 17(a) of the Lease is hereby deleted in its entirety and replaced with the following:

“(a) Tenant's Surrender of the Lease Premises: Following any termination or expiration of the Lease, Tenant shall remove all its personal property from the Lease Premises. In performing such removal, Tenant shall restore the Lease Premises and any personal property and fixtures thereon to the same condition as existed on the Commencement Date, reasonable wear and tear excepted, except as set forth below. In the event Tenant fails to surrender the Lease Premises in the condition as required hereunder, in its sole discretion, Landlord may repair, replace, repaint and clean the Lease Premises as needed and deduct the cost thereof from the Security Deposit and charge Tenant for any additional costs not covered thereby. The cost of such removal shall be borne by Tenant and Tenant shall repair all injury and damage caused by or in connection with the removal of such property. Tenant shall remove its fiber optic or other cable, wiring, sleeving, or conduit installed by Tenant and restore or fill in any core drillings that Tenant created in the Building prior to the termination or expiration of this Lease. All items not removed or repaired by the termination or expiration of the Lease shall be at Landlord's election deemed abandoned and may be removed or repaired by Landlord at Tenant's expense.”

5. Parking. Paragraph 19(p) of the Lease is hereby deleted and replaced with the following:

“(p) Parking: Notwithstanding anything contained in the Lease to the contrary, Landlord has no obligation to provide to Tenant parking spaces, exclusive or non-exclusive, in parking lots attached or adjacent to the Lease Premises. Tenant shall be allowed to purchase Town of Breckenridge employee parking passes from the Town of Breckenridge's Parking District, at Tenant's sole cost, for Tenant's use.”

6. Incorporation of Recitals. The information contained in the “Background” section above is hereby incorporated by reference in this Third Amendment.

7. No Other Revisions; Entire Agreement. Except as expressly modified by the terms of this Third Amendment, the Original Lease, the First Amendment, and the Second Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Third Amendment and the Original Lease, the First Amendment, and the Second Amendment, the terms of this Third Amendment shall control. The Lease, as modified by the First Amendment, Second Amendment, and this Third Amendment, embodies the entire agreement between the parties with respect to the matters hereof, and may not be amended, modified, or terminated except by a writing duly signed by the party to be charged. There are no representations or understandings existing prior to the date hereof between the parties which are not stated in the Third Amendment.

8. Electronically Reproduced Counterparts. This Third Amendment may be executed in several counterparts and all so executed will constitute one agreement, binding on all the Parties even though all the Parties are not signatories to the original or the same counterpart. The Parties agree that (i) a digital or electronic signature on this Third Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Third Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Third Amendment first be proven.

9. Titles and Captions. All article, section and paragraph titles or captions contained in this Third Amendment are for convenience only and will not be deemed part of the context nor affect the interpretation of this Third Amendment.

10. Agreement Binding. This Third Amendment will be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

11. Savings Clause. If any provision of this Third Amendment, or the application of such provision to any person or circumstance, will be held invalid, the remainder of this Third Amendment, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

12. Authority. Each party hereto represents and warrants to the other that all necessary authorizations required for the execution and performance of this Third Amendment have been given and that the undersigned officer of a party is duly authorized to execute this Third Amendment and bind the party for which it signs.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the latter date of signature set forth below.

[signatures on following page]

LANDLORD:
Town of Breckenridge

By: _____

Name:

Title:

Date: _____

TENANT:

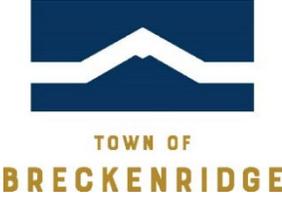
ATC Outdoor DAS, LLC
a Delaware limited liability company

By: _____

Name:

Title:

Date: _____



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 6/4/2025 (for 6/10/2025 meeting)
Subject: Revised Nicotine Intergovernmental Agreement (Resolution)

Town Council Goals (Check all that apply)

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

Summary

Staff is presenting a resolution for Council’s review and approval to amend the current countywide Nicotine Intergovernmental Agreement (IGA). The proposed amendment would add the recently incorporated Town of Keystone to the existing nicotine IGA. As a party to the initial IGA, the Town of Breckenridge must approve the IGA amendment to authorize the Town of Keystone’s role within the agreement.

Background

The Nicotine Intergovernmental Agreement was originally approved in 2019. With the recent incorporation of the Town of Keystone, all members of the existing IGA need to approve an amendment to that original agreement so that the Town of Keystone can be party to the agreement and collect the related tax for their jurisdiction. The effective date of the amendment was left blank until all other jurisdictions also approve the amendment, at which time the date will be added.

Public outreach/engagement

This proposed resolution and IGA amendment are considered a housekeeping item for which public outreach will consist of the standard public noticing requirements as required by Town code.

Financial Implications

There are no financial implications of this proposed amendment for the Town of Breckenridge.

Equity Lens

Nicotine use has been shown to disproportionately affect underrepresented and marginalized groups. The goals of the original 2019 Nicotine Intergovernmental Agreement were to reduce nicotine consumption, lessen long term community impacts of nicotine use, and promote nicotine cessation education efforts. These goals remain consistent, and the proposed amendment will simply include the Town of Keystone in this community-wide effort and IGA.

Staff Recommendation

Staff recommends that Town Council review and approve the proposed resolution approving the Town of Keystone’s inclusion in the countywide Nicotine Intergovernmental Agreement. Staff will be available Tuesday to answer any questions.

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

1
2 RESOLUTION NO. ____
3

4 Series 2025
5

6 A RESOLUTION APPROVING AN AMENDMENT TO THE NICOTINE
7 INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO AND
8 THE TOWNS OF BLUE RIVER, DILLON, FRISCO, MONTEZUMA, AND
9 SILVERTHORNE TO ADD THE TOWN OF KEYSTONE
10

11 WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended
12 (the “**Intergovernmental Relations Statute**”), and Article XIV, Section 18 of the State
13 Constitution, governments may contract with one another to provide any function, service or
14 facility lawfully authorized to each of the contracting units and any such contract may provide
15 for the joint exercise of the function, service or facility; and
16

17 WHEREAS, House Bill No. 19-1033 (the “**Act**”), authorizes a county to levy, collect,
18 enforce and administer a county-wide special sales tax upon all sales of cigarettes, tobacco
19 products, or nicotine products within the unincorporated and incorporated areas of the county
20 and further authorizes a county and the home rule or statutory towns within such county to
21 contract and collaborate with each other in levying, collecting, enforcing and administering the
22 special sales tax within the corporate limits of the contracting municipalities as provided in the
23 Act; and
24

25 WHEREAS, tobacco and nicotine use is the leading cause of preventable death in
26 Colorado and in the United States generally; and
27

28 WHEREAS, the Town of Breckenridge (“Town”), Summit County government, and the
29 towns of Blue River, Dillon, Frisco, Montezuma, and Silverthorne previously entered into an
30 IGA to collaborate on the imposition of a special County-wide sales tax on cigarettes, nicotine
31 products and tobacco products and utilize the revenues from the special sales tax to promote the
32 public health and welfare; and
33

34 WHEREAS, the newly incorporated Town of Keystone desires to also collaborate and
35 take part in the imposition of the County-wide sales tax on cigarettes, nicotine products and
36 tobacco products as well as utilize the revenues from the special sales tax to promote the public
37 health and welfare; and
38

39 WHEREAS, a proposed Amendment to the Intergovernmental Agreement between the
40 Town, Summit County government, and the towns of Blue River, Dillon, Frisco, Montezuma,
41 and Silverthorne to add the Town of Silverthorne has been prepared, a copy of which is marked
42 **Exhibit “A”**, attached hereto and incorporated herein by reference; and
43

44 WHEREAS, the Town Council has reviewed the proposed Amendment, and finds and
45 determines that it would be in the best interest of the Town to enter into such agreement.

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

Section 1. The Amendment to the Intergovernmental Agreement with Summit County, Colorado and the Towns of Blue River, Dillon, Frisco, Montezuma, and Silverthorne” to include the Town of Keystone (Exhibit “A” hereto) is approved, and the Mayor is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2025.

TOWN OF BRECKENRIDGE

By: _____
Kelly Owens, Mayor

ATTEST:

Mae Watson, Town Clerk

APPROVED IN FORM

Town Attorney Date

**AMENDMENT TO
NICOTINE TAX INTERGOVERNMENTAL AGREEMENT**

THIS AMENDMENT TO NICOTINE TAX INTERGOVERNMENTAL AGREEMENT (“Amendment”) amends the Intergovernmental Agreement dated April 2019, related to Nicotine tax, and entered into by the **SUMMIT COUNTY, COLORADO** (the “County”), a body corporate and politic and political subdivision of the State of Colorado, and **THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO** (the “Towns” or individually as a “Town”), home rule or statutory municipalities and political subdivisions of the State (“Nicotine Tax IGA”). The purpose of this Amendment is to add the **TOWN OF KEYSTONE, COLORADO**, a home rule municipality, as a Party to the Nicotine Tax IGA. The effective date of this Amendment shall be _____.

WHEREAS, the Town of Keystone incorporated as a home rule municipality on February 8, 2024; and

WHEREAS, Section 10 of the Nicotine Tax IGA contemplates and authorizes adding one or more additional incorporated municipalities as parties; and

WHEREAS, the Keystone Town Council finds that it is in the best interest of the Town to request to be added as a party to the Nicotine Tax IGA with Summit County; and

WHEREAS, the Parties to the Nicotine Tax IGA desire to amend the Nicotine Tax IGA to add the Town of Keystone as a party.

The County, the Towns and the Town of Keystone agree as follows:

1. **Addition of Town of Keystone as a Party.** The County, the Towns, and the Town of Keystone agree that the Town of Keystone is added as a Party to the Nicotine Tax IGA. The Town of Keystone hereby agrees to be bound by all terms, conditions, covenants, obligations, and responsibilities of the Nicotine Tax IGA.

The Town of Keystone shall have all the rights, benefits, and obligations as provided under the Nicotine Tax IGA, and shall perform all duties as specified herein. All references to “Parties” in this Agreement shall hereafter include the Town of Keystone.

2. **Remainder of Nicotine Tax IGA Is Unchanged.** All other provisions of the Nicotine Tax IGA remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by the Parties.

[Remainder of Page Left Intentionally Blank; Signature Page to Follow]

SUMMIT COUNTY, COLORADO

Chair, Eric Mamula

Attest:

Taryn Powers, County Clerk & Recorder

TOWN OF BLUE RIVER

Nicholas Decicco, Mayor

Attest:

Town Clerk

TOWN OF BRECKENRIDGE

Kelly Owens, Mayor

Attest:

Town Clerk

TOWN OF DILLON

Carolyn Skowyra, Mayor

Attest:

Town Clerk

TOWN OF FRISCO

Rick Ihnken, Mayor

Attest:

Town Clerk

TOWN OF KEYSTONE

Kenneth D. Riley, Mayor

Attest:

Town Clerk

TOWN OF MONTEZUMA

Lesley Davis, Mayor

Attest:

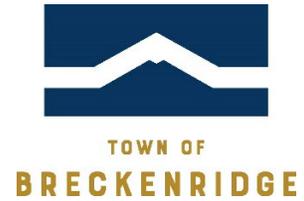
Town Clerk

TOWN OF SILVERTHORNE

Ann-Marie Sandquist, Mayor

Attest:

Town Clerk



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: June 4, 2025
Subject: Planning Commission Decisions of the June 3, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, June 3, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. [DuBois Residence Addition, 20 Timber Hill Drive, PL-2025-0105:](#)
A proposal to construct a 938 sq. ft. addition to an existing 3,026 sq. ft. single family residence.
Approved.

TOWN PROJECT HEARINGS: None.

OTHER: None.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the May 20, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the June 3, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

CONSENT CALENDAR:

1. DuBois Residence Addition (CC), 20 Timber Hill Drive; PL-2025-0105

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

OTHER MATTERS:

1. State of the Open Space Report

Duke Barlow, Open Space & Trails Manager, presented the annual State of the Open Space Report.

Mr. Leas: What is the intent of acquisitions? (Mr. Truckey: It's not so much about the mining potential, it's more about preventing development, protecting the backcountry, and providing recreation.)

Ms. Gort: Asked about QR codes on open space signage. (Mr. Barlow: We're exploring that as an option.)

Mr. Leas: Who is the target audience for the environmental education? (Mr. Barlow: They're certainly kid-friendly. There are foraging hikes, birding, flora, fauna, and other naturalist topics. It's family-friendly and adaptable.)

Mr. Frechter: What is the strategy about trash receptacles at the trailheads? (Mr. Barlow: I think that philosophy is shifting. The traditional philosophy has been to expect people to pack out their stuff, but it's shifting to providing more receptacles to accommodate the trash.) (Mr. Kulick: Remote waste receptacles become convenient dumping places, whereas if it's in an area with more eyes you don't get as much dumping. The physical conditions of snow for a lot of the year are also a factor in people not picking up dog poop.)

Mr. Smith: Is the website feature for reporting trail conditions going to be an app? (Mr. Barlow: Potentially. It does have functionality in real time via a browser on your phone.) (Mr. Kulick: There is also app fatigue to contend with.)

Ms. Gort: Is there a way for external wayfinding apps to point users to our webpage? (Mr. Barlow: Thanks for the idea, there may be a way to do that.)

Mr. Frechter: Some of the most popular trails could have signs to direct different users where to walk on a single trail, especially trails with Nordic ski tracks so hikers do not disrupt the tracks.

Ms. Gort: There is no pedestrian access down Tiger Road. Are there any plans for that area? (Mr. Barlow: To build a pedestrian route along Tiger was \$1.5 million when we recently considered it, but it is something we want to do and there is user demand.)

2. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:47 pm.

Ethan Guerra, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

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

Date	Meeting	Location	Time
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June 2025

June 3rd, 2025	Energy Code Public Meeting	South Branch Library	2:30pm - 4:00pm
June 6th, 2025	Town Party & Volunteer Fair	Riverwalk Lawn	4:00pm - 8:00pm
June 9th - 15th, 2025	Breck PRIDE	Throughout Town	All Day
Tuesday, June 10th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
June 12th, 2025	RAM Legacy in Action Day	Throughout Town	All Day
June 14th, 2025	Breck PRIDE Community Party	Riverwalk Lawn	Noon - 5:00pm
June 19th, 2025	Breckenridge Farmers Market	Exchange Lot	4:00pm - 7:00pm
June 23rd, 2025	Energy Code Public Meeting	South Branch Library	12:30pm - 2:00pm
Tuesday, June 24th, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
June 24th - 26th	CML Annual Conference	Beaver Run	All Day

July 2025

July 4th, 2025	Independence Day Celebrations	Main Street	All Day
Tuesday, July 8th, 2025	First Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm
July 10th, 2025	Breck Create A Creative + Culinary Affair	Arts District	5:00pm - 8:30pm
Tuesday, July 22nd, 2025	Second Meeting of the Month	Council Chambers	2:00 pm / 7:00 pm

Other Meetings

June 10th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
June 12th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
June 16th, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
June 17th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
June 18th, 2025	QQ - Quality and Quantity - Water District	Hybrid	10:00am
	Social Equity Advisory Commission	Town Hall	5:30pm
June 24th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
June 26th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
July 1st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
July 2nd, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
July 8th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Only 2 Council Members at each meeting, a third just means it needs to be posted.

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

Date	Meeting	Location	Time
July 9th, 2025	Breckenridge History	Town Hall	Noon
July 10th, 2025	Upper Blue Sanitation District	Administrative Office	5:30pm
	I-70 Coalition	Keystone Policy Center	1:00pm
July 15th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
July 16th, 2025	Social Equity Advisory Commission	Town Hall	5:30pm
July 21st, 2025	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
July 22nd, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
July 24th, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
August 5th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
August 6th, 2025	Breckenridge Events Committee	Town Hall	9:00am
TBD	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am