



Brown Ranch Annexation Committee
Meeting No. 9
Carver Conference Room and Via Zoom
WEDNESDAY, MAY 10, 2023
9:00 AM

Join Zoom Meeting
<https://us02web.zoom.us/j/985289877>
Dial 1-888-475-4499 (US toll-free)
Enter Meeting ID: 985 289 877
Hit # to join the meeting

To join the zoom meeting visit, zoom.us click join meeting and
enter the meeting ID: 985 289 877

MEETING LOCATION: In-person and virtual via Zoom. See Instructions above. Carver Meeting Room, Centennial Hall;
124 10th Street, Steamboat Springs, CO

A. PRIOR MEETING RECAP

1. Approval of Minutes

1.a. April 26, 2023 Meeting Summary.

2. Traffic Impacts and Infrastructure.

3. BRAC Agenda Topic Schedule.

4. Communications and Public Outreach Update.

B. CURRENT DISCUSSION

5. Affordability/Attainability of Housing.

- 6. Sustainability Measures.**
- 7. Draft Annexation Agreement.**
- 8. Draft Fiscal Impact Analysis.**

C. NEXT MEETING

- 9. Post Annexation Land Use Approval Process.**
- 10. Draft Annexation Agreement.**
- 11. Draft Fiscal Impact Analysis.**

D. PUBLIC COMMENT

PUBLIC COMMENT IS SCHEDULED FOR 30 MINUTES, AND IT SHALL BEGIN AT 11:30 A.M. OR THE CONCLUSION OF THE ABOVE AGENDA ITEMS, WHICHEVER COMES FIRST. THOSE ADDRESSING THE COMMITTEE ARE REQUESTED TO IDENTIFY THEMSELVES BY NAME AND ADDRESS. ALL COMMENTS SHALL NOT EXCEED THREE MINUTES. ALL COMMENTS SHALL RELATE ONLY TO TOPICS OF DISCUSSION ON TODAY'S AGENDA.

12. RAINBOW

AGENDA ITEM #1.a.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Emily Katzman, Yampa Valley Housing Authority

DATE: May 10, 2023

ITEM: April 26, 2023 Meeting Summary.

ATTACHMENTS:

Attachment 1: April 26, 2023 Meeting Summary.

ATTACHMENT 1

Brown Ranch Annexation Committee (BRAC) Wednesday, April 26, 2023 Meeting Summary

Attendance: Robin Crossan, Gail Garey, Gary Suiter, Michael Ann Marchand, Kathi Meyer, Jason Peasley (BRAC); Jason Lacy (third-party facilitator); Tom Leeson, Jamie Malone, Jon Snyder, Rebecca Bessey, Dan Foote, Chuck Cerasoli, Matt Barnard (City staff); Emily Katzman (YVHA staff) Robin Schepper (BRAC outreach)

A. PRIOR MEETING RECAP

1. **Approval of Minutes** – Minutes (the official video recording) from the April 12, 2023 meeting were approved unanimously (first by Kathi Meyer, second by Gary Suiter)
2. **Exactions/Dedications of Land**

Jason Peasley provided an update related to the land dedication requests discussed during the April 12, 2023 BRAC meeting. These updates are based on feedback from the YVHA Board of Directors.

- YVHA will agree to provide adequate space for the Fire and Police station. Working with City staff to determine the right location and right amount of space in Neighborhood A.
- YVHA updated its Parks, Open Space, and Trails concept plan to meet the level of service outlined in PROSTR and based on the estimated population of 6,113 people at full build-out.
 - The new plan provides 70 acres of parkland and 125 acres of open space within the 420 acres subject to annexation.
 - Regional Park: The YVHA Board did not support this land dedication issue due to the opportunity cost and loss of housing. A 46-acre park would result in the loss of an estimated 480-500 housing units.
- Public safety training facility: YVHA Board is not supportive of exploring opportunities to deliver land to the City for a public safety training facility, due to the incompatibility of use and opportunity cost of an estimated 100 housing units.
- DRAFT Annexation Agreement: YVHA is working to finalize the DRAFT Annexation Agreement to share with BRAC in advance of the May 10th meeting. The assumptions and provisions in the draft agreement will be incorporated into the Fiscal Impact Study for direct comparison. YVHA is also soliciting feedback from prospective private development partners on the draft agreement.

Gary Suiter provided an update from the City staff: Economics firms RCLCO and EPS are working with the Steamboat Springs Police Department on cost of service assumptions for the Fiscal Impact Study.

Robin Crossan provided an update following a City Council executive session:

- City Council will put the land dedication request for the public safety training facility “on the backburner” but is not happy that YVHA isn’t further exploring it as an option.

- City Council is very concerned about not having space (46 acres) for a regional park. City Council would like to work diligently to make it work, including considering developing the park on land outside the Urban Growth Boundary or offsite of Brown Ranch. Could YVHA get land near Brown Ranch donated and dedicated to the City? We want to be equitable when we talk about who is giving what. City Council is aware of challenges re: slope, parking needs for ballfields, impacts to neighborhoods, etc.
 - Kathi Meyer asked about City-owned land on the north side of Bob Adams Airport.
 - Jason Peasley responded that YVHA understands the regional park is a concern and a desire from the City. YVHA is providing 70 acres of parks that meet the level of service in the PROSTR plan and sees an additional 46-acre park as a “want” not a “need.”
 - Matt Barnard, Parks & Recreation Development Manager reviewed staff recommendations shared with City Council during executive session. Reduced the regional park size from 46 acres to 40. YVHA could consider smaller regional parks with ballfields to cumulatively get to ~40 acres.
 - Next steps: Parks & Rec/YVHA to meet internally. If there are still areas to negotiate, bring it back to BRAC.

3. BRAC Agenda Topic Schedule

- May 10, 2023 9 am – 2pm
 1. Affordability measures (YVHA presentation)
 2. Sustainability measures (YVHA presentation)
 3. Annexation Agreement + Fiscal Impact Study
- May 24, 2023 9 am – 2pm
 1. Post annexation land use approval
 2. Annexation Agreement + Fiscal Impact Study (continued)
- June 7, 2023 (Jason Lacy unable to attend)
 1. Legal challenges, referendum, etc. (lead by Dan Foote)
 2. Follow-up items on Fiscal Impact Study and Annexation Agreement (co-chaired by Gary Suiter and Jason Peasley)
- June 23, 2023 (to replace the 6/21/23 meeting)

Note: anticipate revisiting traffic conversation on either June 7 or June 23.

4. Communications and Public Outreach Update

Robin Schepper, BRAC Outreach, shared the following updates:

- Continued meetings with community groups: rotary clubs, Routt County Republicans, etc.
- Brown Ranch Town Hall is scheduled for May 4th. It will be an “annexation 101.”
 - BRAC indicated that we should use the town hall as an opportunity to solicit community feedback on the parks & open space plan at Brown Ranch.

- In response to a question from Robin Crossan about what kind of support is needed for town halls, Robin Schepper asked for Board members and key staff members to attend.
- Robin Crossan: General public comment is always good, but we should try to hone in on 2-3 questions to get specific feedback.

B. CURRENT DISCUSSION

5. Traffic Impacts and Infrastructure

Jon Snyder, City of Steamboat Springs Public Works Director, presented high-level questions and methodology associated with traffic impacts and infrastructure needs at Brown Ranch. [Note: this meeting summary is not intended to capture the details of the presentation. Please see the recording at approximately 41:30 for additional details.]

Discussion focuses on offsite infrastructure (US40 and collector roads between 13th St. and CR 42), not the street infrastructure within the Brown Ranch Development.

Intersection Improvements: At some point in the future, these intersections will need “capacity improvements” (how do we get more vehicles through the intersection?)

- US 40 & Elk River Rd. – Intersection expanded in 2018. Will need additional westbound lane at some point in future.
- US 40 & Downhill Dr. – City’s design and right-of-way work nearly finalized; CDOT bidding project and plans to construct improvements over next two summers.
- US 40 & Slate Creek Rd. – This is the gateway into Brown Ranch. Will require a stoplight and might need 2 through-lanes onto US 40.
- US 40 & CR 42 – SSSD recently installed traffic signal. At some point, will need 2 through lanes in each direction to US 40.
- Elk River Rd. & Downhill Dr. – May need to add auxiliary turn lanes.
- Gossard Pkwy & Downhill Dr. – May need to add all-stop intersection.
- Gossard Pkwy & CR 42. – Will be constructed as Brown Ranch builds out.

Highway 40 widening. – Traffic Impact Study shows US 40 west of Dream Island needs to be widened regardless of if Brown Ranch happens, though Brown Ranch will accelerate those projects. Anticipated improvements:

1. Dream Island Plaza to Elk River Road
2. Elk River Rd. to Downhill Dr.
3. Downhill Dr. to Slate Creek Rd.
4. Slate Creek Rd. to CR 42

In the next month, staff intends to deeply analyze when these improvements need to occur so we can plan financially.

Methodologies to assess costs for projects with shared costs (“shared” = projects with multitude of developments driving the need for improvement):

1. “No adverse impact” – used in Steamboat 700 annexation. Developer must do whatever it takes to keep level of service the same. Requires substantial investment on behalf of the developer because it doesn’t account for contribution from background traffic.
2. “Incremental impact” – used in Brynn Grey annexation. Analyzes background traffic and determines how a development adds to existing impact. Developers’ costs are commensurate with impact.

Developer Responsibilities:

- Brown Ranch is solely responsible for funding and constructing their access points including:
 - US 40 and Slate Creek Rd.
 - Gossard Pwky. and CR 42
 - Road TBD and CR 42

Other considerations:

- CR 42 from US 40 to Brown Ranch’s northern intersection:
 - Will this be a County road or a City street upon annexation?
 - Should it become a City street, require Brown Ranch to upgrade it to multimodal standards (bike lanes, sidewalks).
- Northern connection to CR 129:
 - Do not require construction of this road with this annexation (a lot of road of comparatively little traffic benefit).
 - Only require dedication of right-of-way to northern property boundary (consistent with CDC).

Funding Possibilities:

- Grants: assume that we cannot rely on grants for road improvements, but here are options:
 - Federal stimulus
 - FASTER safety grants
 - Hazard Elimination grants
 - Multimodal Options Fund grants
 - DOLA mineral severance grants
- Jon Snyder – thinks YVHA might have better shot at receiving CDOT grants to widen US 40 than City.
- CDOT/Regional Priority Program – US 40 improvement costs are so significant, we must count on support from CDOT to make them possible.
- City Capital Improvement Plan
- YVHA – STR tax revenue

Key Questions and Discussion:

1. *What cost assessment methodology are you comfortable with for transportation improvements with **shared** costs? “No Adverse Impact” “Incremental Impact” or other?*
 - Robin Crossan: City Council is comfortable with “incremental impact” approach Caveat: need to be sure everyone agrees on the numbers.
 - a. Jason Peasley: On behalf of YVHA: agreed. Since YVHA is dedicated to providing 100% affordable housing, it can open the door to utilize STR tax revenue for local contributions that can hopefully advance CDOT funding.
2. *Are you comfortable with staff’s recommendation that Brown Ranch be 100% responsible for:*
 - *US 40 & Slate Creek Rd.*
 - *Gossard Parkway & CR 42*
 - *Road TBD & CR 42*
 - *CR 42 multimodal improvements*
 - a. Jason Peasley: YVHA anticipated responsibility for the three road improvements but did not anticipate the CR 42 multimodal improvements. Suggested that as adjacent development occurs, those improvements would be made and funded by Brown Ranch. Jon Snyder agreed and clarified: we don’t want multimodal improvements on US 42 unless there is somewhere safe for people to go (nuance in development review process).
 - b. Jason Lacy: how specific do we need to be regarding multimodal improvements of CR 42 in the annexation agreement?
 - Jon Snyder suggested it should be included in the agreement. How it is handled also depends on how County Commissioners respond. The BCC may ask the City to take CR 42.
 - Add to list of potential use of STR tax revenue.
3. *Are you comfortable dedicating right-of-way for a northern connection to CR 129?*
 - a. Jason Peasley: Suggest dedicating a blanket easement to City that can be convertible to right-of-way with location to be determined.
4. *Timing of payments for shared costs:*
 - a. Up front (ie at annexation)
 - b. Prior to each phase
 - c. At development approval
 - d. At building permit approval

YVHA and City both comfortable with options C and D depending on type of development.

Next Steps:

- City staff will continue to review and analyze Traffic Impact Study.
- City and YVHA will collaborate to develop a spreadsheet identifying cost of projects, timing, and percent contribution from YVHA.

- City to solicit third-party peer review of Traffic Impact Study. Purpose: all must be convinced that assumptions are correct. Jon confirmed that peer review will be complete in time for June follow-up meeting.

Questions:

- Q: Kathi Meyer: Clarify Downhill Drive improvements.
A: Jon Snyder: Initial intersection improvements are already planned and funded by the City and CDOT and will be built over the next two summers. 15 – 20 years in the future, will need an additional westbound through lane. The impending improvements are designed in a way to facilitate the expansion in 15-20 years.
- Q: Kathi Meyer: Acknowledging that improvements to US 40 are needed whether or not Brown Ranch happens, what is the City anticipating on its 6-year Capital Improvement Plan?
A: Jon Snyder: Signalized intersection at Indian Trails & US 40. Not included in Brown Ranch Traffic Impact Study.
- Q: Jason Peasley: Is there an opportunity to create priority for bus transit, bike lanes, as we contemplate widening US 40? Can we incentivize the multimodal shifts that we want to see?
A: Jon Snyder: absolutely.

C. NEXT MEETING

- Affordability/Attainability of Housing
- Sustainability Measures
- Draft Annexation Agreement
- Draft Fiscal Impact Analysis

Review of Draft Annexation Agreement:

- Jason Lacy suggested BRAC start by focusing on where there is agreement to identify which items require more conversation and negotiation.
- Robin Crossan: suggested using “green, yellow, red” methodology to identify progress made. The BRAC group generally agreed with this approach.

Fiscal Impact Analysis: YVHA and consultants will make a presentation, be prepared for questions on assumptions, and a discussion regarding which party is responsible for what and how it will be funded.

Robin Crossan: Indicated City Council gets many questions about live-work units at Brown Ranch. Was there any consideration for this use at Brown Ranch?

- Jason Peasley: yes. Will provide more detail in a future meeting.

D. PUBLIC COMMENT

Public comment was held at 10:18am. There was no public comment.

Meeting summary prepared by Emily Katzman, YVHA Development Project Manager
April 26, 2023

AGENDA ITEM #3.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Rebecca Bessey, Planning & Community Development Director

DATE: May 10, 2023

ITEM: BRAC Agenda Topic Schedule.

ATTACHMENTS:

Attachment 1: BRAC Agenda Topic Schedule.

BRAC Agenda Topic Schedule

Meeting	Discussion Topic	Primary Party for Packet Material
1: January 20	Meeting Procedures and Schedule	City
2: February 1	Community Outreach Plan	City
	General Plan of Development a) Unit types and numbers b) Phasing plan c) Parks d) Wildfire mitigation e) Public Infrastructure Plan provided by YVHA <ul style="list-style-type: none"> • Water, wastewater, stormwater, multi-modal transportation, Fire Station • Construction costs • Phasing • Maintenance • Onsite v offsite (offsite cost shares) • Exactions/Land Dedications f) Private Infrastructure Plan provided by YVHA <ul style="list-style-type: none"> • Cable, telecoms, wireless, gas, electricity 	YVHA
3: February 15	City Services/Operations/Maintenance Responsibilities a) City to provide City public utility services <ul style="list-style-type: none"> • Timing dependent construction of infrastructure • Water service • Water Demand Report provided by YVHA • Wastewater, stormwater • Existing fee system 	City
4: March 1	City Services/Operations/Maintenance Responsibilities b) General Municipal Services <ul style="list-style-type: none"> • Transit, streets • Capital equipment needs (Buses, snow removal) • Equitable service levels for SS and BR residents (parties to define) • Identification of equipment/maintenance responsibilities and costs 	City
5: March 15	Fiscal Impact Analysis Assumptions/Introduction	YVHA
6: March 29	Exactions/Dedication of Land a) Parks and open space and trails easement dedications b) Indoor Field House and Sports Complex c) Fire station d) Avigation easements e) Utility easements f) Other agencies, School District, Arts and Humanities	City & YVHA

Meeting	Discussion Topic	Primary Party for Packet Material
7: April 12	City Services/Operations/Maintenance Responsibilities b) General Municipal Services <ul style="list-style-type: none"> Public safety, parks and open space Capital equipment needs (fire/police/parks vehicles and equipment) Equitable service levels for SS and BR residents (parties to define) Identification of equipment/maintenance responsibilities and costs 	City & YVHA
8: April 26	Traffic Impacts and Infrastructure <ul style="list-style-type: none"> Traffic Study Offsite cost share 	City & YVHA
9: May 10	Affordability/Attainability of Housing a) Ownership model and breakdown <ul style="list-style-type: none"> YVHA rental, restricted sales, market rate sales b) Deed/rental restrictions? <ul style="list-style-type: none"> Income, workforce, primary residence, STR, Pacaso, etc. Flexibility over time c) Conformance with WSSAP	YVHA
	Sustainability Measures a) Energy efficiency: LEED, Energy Star, etc., energy conservation, smart home and construction practice tech, living classroom b) Reflective roofs, airtight homes, passive solar, thermal mass, xeriscaping, graywater use, fireproofing, aircrete, permeable surfaces, sidewalks, parks, driveways, walkable neighborhood design, shared spaces/community gathering spaces, integrated pest management plan, EV chargers	YVHA
	Draft Annexation Agreement and Fiscal Impact Analysis	City & YVHA

Meeting	Discussion Topic	Primary Party for Packet Material
10: May 24	Post Annexation Land Use Approval Process a) Zoning <ul style="list-style-type: none"> • YVHA/City staff to propose TND Zoning with STR Overlay and Airport Overlay. • Result of zoning ordinance cannot be guaranteed; petition may be withdrawn if TND Zoning not granted • Property may be re-zoned per CDC procedures • YVHA -- requested changes to administrative approvals b) Subdivision applications <ul style="list-style-type: none"> • Petition may be withdrawn if subdivision applications filed during the annexation process are not approved. c) CDC shall govern post annexation land use applications <ul style="list-style-type: none"> • Engineering, Water, and Sewer Standards shall apply to post annexation land use applications. • YVEA requested exemptions for infrastructure bonding and surety d) Fire, building, electrical, etc. Codes shall apply e) Vested Rights <ul style="list-style-type: none"> • Term 	YVHA
	Draft Annexation Agreement and Fiscal Impact Analysis	City & YVHA
11: June 7	Contingencies a) Legal Challenges b) Referendum/Referred Measure c) Annexation shall not occur until forty days have passed from approval of annexation ordinances. City shall not complete statutory process until the forty-day period has expired.	City
12: June 23	Outstanding Topics and Issues	

AGENDA ITEM #4.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Sheila Henderson
Robin Schepper
Mike Lane, Communications Manager

DATE: May 10, 2023

ITEM: Communications and Public Outreach Update.

ATTACHMENTS:

Attachment 1: Communication and Public Outreach Update.

ATTACHMENT 1



MEMORANDUM

TO: BRAC Committee Members
FR: Sheila Henderson and Robin Schepper
RE: BRAC Communications and Community Engagement March Summary
DA: May 3, 2023
Cc: Mike Lane

As requested by the BRAC Committee members, the following memo summarizes our outreach activities in the month of April as well as plans for May.

A. BRAC Town Hall May 4th

- *Activities for promoting and managing Town Hall:*
 - Recording and paying for 30 second radio ads in English and Spanish on Steamboat Radio stations (\$500)
 - Media advisory on event
 - Social media posts and boosts (\$75)
 - Outreach to other partners such as Routt County, Steamboat Springs School District, Steamboat Chamber, LatinX
 - Newsletter outreach to 1884 contacts with a 42% open rate
 - Arranged interpretation and babysitting.
- *Preparations for May 4th Town Hall on open space and parks*
 - Drafted powerpoint presentation focused on annexation and parks for Mike and City staff to review.
 - Drafted Annexation fact sheet for City review and addition of graphics.
 - Added some language and questions about parks and open space.

B. Community Meetings – ongoing

- *Morning Rotary Meeting April 4th* – major concerns were whether the BR will raise taxes on the rest of Steamboat and how to give working residents opportunities to leave subsidized housing.
- *CMC Social Ethics and Leadership Class, April 4th* – most questions were about current housing opportunities. Most students plan to leave when done with school due to lack of housing and shared stories of being one in 15 applicants for a potential home and not being chosen due to their age and student status.
- *Young Professionals Network, April 6th* – Many hope to live at the Brown Ranch, had questions about current YVHA properties and what annexation means. They

also offered to conduct a survey about housing and links to hiring people with their members.

- *SS Chamber Board, April 13th* – Were interested in YVHA properties and why YVHA can find a developer and UC Health cannot.
- *Routt County Republican Party, April 18th* – Ed McArthur, a member of the Brown Ranch Steering Committee presented the Brown Ranch concept. The concerns of the group centered upon costs and potential costs to taxpayers, who gets to live at the Brown Ranch and what are the requirements to get subsidized housing.
- *Youth Services Coalition, April 25* – No comments or questions.
- *Afternoon Rotary, May 2nd* - Questions varied from water sources, how much it will cost to provide City Services, will property taxes increase, what will happen to highway 40, etc.
- *Upcoming Meetings:* The following meetings are expected in the month of May:
 - *Routt County Democrats, May 17th*
 - *Chamber's Restaurant Group - TBD*
 - *YVHA properties (residents English/Spanish) - May*
 - *Steamboat Spring Winter Sports Club – TBD*
 - *Steamboat School District principals/staff – TBD*
- All questions or comments from every meeting are inputted into the Engage platform.

C. BRAC Content Amplification – ongoing

- *Fact Sheets:*
 - BRAC team created fact sheets about annexation including research about previous annexations.
- *Newsletter:*
 - Information about the upcoming BRAC agenda as well as links to all the materials in the agenda packets is sent on Mondays prior to every BRAC meeting to subscribers to the newsletter. (1886 people so far)
- *Amplification with other groups:*
 - The Routt County PIO has included the Town Hall and BRAC information in her biweekly newsletter that goes to 5000 subscribers.
 - LatinX members share updates with their community through FaceBook.
 - YVHA residents from Financial planning classes for upward mobility.
 - The Steamboat School District PIO has sent information to the school network.
 - The Steamboat Schools Education Association is also sharing BRAC and Town Hall information.
 - The Chamber has sent information about the Town Hall and BRAC meetings in the Monday Minute.
 - The new publication, Yampa Valley Bugle has sent information about the Town Hall.
- *Social Media:*

- BRAC meetings and the Town Hall are posted on YVHA and Brown Ranch social media accounts weekly, as well as any articles written about the BRAC process.
- *Brown Ranch Website:*
 - BRAC meeting documents are posted and promoted on Brown Ranch website to make it easier to find:
<https://brownranchsteamboat.org/category/brown-ranch-annexation/>
- *City Assets:*
 - City PIO team continues to update content on BRAC page
<https://www.engagesteamboat.net/annex> and send media advisories and post on social media.

D. Budget:

- For April, Sheila and Robin spent a combined time of 78 hours for \$5850
- \$500 was spent by YVHA on advertising and under \$100 was spent on social media boosts.

AGENDA ITEM #5.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Rebecca Bessey, Planning & Community Development Director
DATE: May 10, 2023
ITEM: Affordability/Attainability of Housing.

I. BACKGROUND/SUMMARY INFORMATION

YVHA has included draft language regarding affordability and attainability of housing in the draft Annexation Agreement. City staff received this document Thursday evening and are beginning to review. An initial summary and discussion points may be provided in a Rainbow packet.

ATTACHMENTS:

Attachment 1: YVHA Presentation - to be provided in a Rainbow packet.

AGENDA ITEM #6.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Rebecca Bessey, Planning & Community Development Director
DATE: May 10, 2023
ITEM: Sustainability Measures.

I. BACKGROUND/SUMMARY INFORMATION

YVHA has included draft language regarding sustainability measures in the draft Annexation Agreement. City staff received this document Thursday evening and are beginning to review. An initial summary and discussion points may be provided in a Rainbow packet.

ATTACHMENTS:

Attachment 1: YVHA Presentation - to be provided in a Rainbow packet.

AGENDA ITEM #7.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Dan Foote, City Attorney
DATE: May 10, 2023
ITEM: Draft Annexation Agreement.

I. BACKGROUND/SUMMARY INFORMATION

YVHA has provided the attached draft Annexation Agreement and Executive Summary. City staff are beginning to review. Our initial summary and discussion points will focus on affordability and attainability of housing and sustainability measures and may be provided in a Rainbow packet.

ATTACHMENTS:

Attachment 1: Attachment 1: Executive Summary of Draft Annexation Agreement (submitted by YVHA, dated 5/4/2023).

Attachment 2: DRAFT Annexation Agreement (submitted by YVHA, dated 5/4/2023).

ATTACHMENT 1

Executive Summary of the
DRAFT Brown Ranch Annexation Agreement (version 05.04.23)
Prepared by Yampa Valley Housing Authority
May 4, 2023

Yampa Valley Housing Authority (YVHA) and has filed a Petition for Annexation with the City of Steamboat Springs to annex the 420 acres of real property known as Brown Ranch into the City. The following document is intended to provide a high-level summary of the draft Annexation Agreement proposed by YVHA to the City.

General Plan of Development: YVHA plans to develop up to 2,264 residential units and 419,000 square feet of commercial/community uses at Brown Ranch. The development would consist of four neighborhoods. The anticipated unit composition at full build-out is 65.5% multi-family units, 21.5% single-family attached units, and 13% single-family detached units. However, the unit numbers, composition, and size of non-residential uses may be updated over time to account for changes in local housing needs, and YVHA may seek to amend the Regulating Plan to add additional units or square footage of non-residential uses in response to changes in demand, which would require City Council approval.

- **Parks, Trails, and Open Space:** YVHA's proposal is to provide for at least 70 acres of parks and 125 acres of open space, phased with the development of each neighborhood. Brown Ranch would be exempt from any further requirements for parks, open space, or trails as a condition of any city approval. YVHA would retain development rights for the 114 acres of the YVHA property north of the Urban Growth Boundary. YVHA would maintain the area outside the Urban Growth Boundary as open space for a minimum of 20 years.
- **Wildfire Mitigation:** Wildfire mitigation strategies would be incorporated into the Brown Ranch development per the *Increasing Wildfire Resilience at Brown Ranch* report prepared by the Community Wildfire Planning Center.

Private Infrastructure Plan: YVHA would pay for the design and construction of private utility services required to serve the Brown Ranch. These services may include electricity, geothermal, telephone, and cable television, and would be constructed in accordance with applicable City or public utility company standards and specifications.

General Public Infrastructure Plan: YVHA would be required to construct stormwater and multi-modal transportation systems in accordance with existing City Engineering Standards. YVHA would dedicate easements and rights-of-way without charge to the City and public utility companies for the installation and maintenance of the public improvements, including public streets. The maintenance of public infrastructure is provided for in a separate section.

Water & Wastewater Service, Offsite Water & Wastewater Facilities: The City would provide water and wastewater services to Brown Ranch through its existing water and wastewater utility services. The provision of water to Brown Ranch by the City will require the construction of additional infrastructure. The City would construct the West Area Water Tank booster station and

the US Highway 40 delivery pipeline at its expense, while the construction of onsite distribution facilities would be the responsibility of YVHA. A new water treatment facility must be constructed and accepted before building permits are issued at Brown Ranch that would cause Brown Ranch water demand to exceed 800 Equivalent Residential Units (EQRs). YVHA proposes allocating STR Tax funds to YVHA for the payment of water tap fees at Brown Ranch, with the tap fees being pre-paid upon YVHA receiving the STR Tax funds. Brown Ranch would not be subject to any further water-related payments as a condition of any City approval or building permit issuance during the vesting term, except for the normal payment of wastewater tap fees. YVHA would implement a water conservation and efficiency plan that meets or exceeds City standards.

Offsite Infrastructure: Payments by YVHA for offsite infrastructure improvements would be contingent upon the City allocating STR Tax funds for the payment of said improvements.

City Services:

- a. **Streets:** The City will accept the Brown Ranch internal street system for maintenance and provide the same level of service for Brown Ranch street maintenance as it does in other areas of the City. The City would accept alleys for dedication and maintenance based upon standards agreed to with the Public Works Director, at the time of platting. The City would provide snow removal service at the same level as it does in other areas of the City. Brown Ranch's street system would require the City to implement a sixth plow route in order to maintain existing service levels. YVHA would pay for these capital costs.
- b. **Transit:** YVHA would construct transit infrastructure and facilities within Brown Ranch. The City would provide transit service to Brown Ranch commensurate with the level of service provided to other bus lines in the City. The City shall be responsible for the operational costs of providing transit service to Brown Ranch.
- c. **Parks, Trails & Open Space:** YVHA would construct, at its expense, the Neighborhood Parks, trails, and open space at Brown Ranch. Land for Community Parks will be dedicated by YVHA. Construction of Community Parks would be the responsibility of The City. Trails will be dedicated to the City for maintenance.
- d. **Police, Fire & EMS Services:** The City would provide police, fire, and EMS services to Brown Ranch.

Affordability/Attainability of Housing: YVHA would develop Brown Ranch to provide affordable and attainable housing for low- and moderate-income households and the local workforce, pursuant to state statute and the Intergovernmental Agreement. All units sold or rented within Brown Ranch would be subject to restrictions requiring the owner or renter to work for an employer physically located within Routt County, use the unit as their sole primary residence (to prevent ownership by second homeowners), and short-term rentals will be prohibited throughout Brown Ranch. Brown Ranch's development would comply with the affordability requirements of the West Steamboat Springs Area Plan (WSSAP), and YVHA will update the Demand Study periodically to ensure appropriate housing needs are met.

Post Annex Land Use Approvals: The City would approve text amendments to the CDC to allow for quicker and more efficient land use approvals within Brown Ranch.

Dedication of Land: YVHA would dedicate 50,000 square feet of property for a fire station, as well as the parks, trails, and open space discussed above.

Sustainability Measures: YVHA commits to developing Health Equity, Resiliency, and Sustainability Design Guidelines that establish minimum criteria for all vertical development at Brown Ranch and are aligned with actions identified in the Routt County Climate Action Plan.

Vested Property Rights: The Annexation Agreement would create vested property rights for Brown Ranch for a period of 40 years, subject to applicable City ordinances and Federal regulations which do not conflict with the uses and densities permitted by the Regulating Plan.

Annexation Contingencies: The annexation of Brown Ranch would be contingent upon legal and referendum challenges.

ATTACHMENT 2

BROWN RANCH ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation ("City") and the Yampa Valley Housing Authority, a multi-jurisdictional housing authority ("YVHA").

WHEREAS, YVHA owns the real property described in Exhibit A ("Brown Ranch"), which consists of approximately 420 acres; and

WHEREAS, Brown Ranch is contiguous with the city limits and within the Urban Growth Boundary; and

WHEREAS, YVHA filed a Petition for Annexation with the City on October 18, 2022, to annex Brown Ranch into city limits; and

WHEREAS, the City has determined that it would be in the best interest of the public health, safety, and welfare of its citizens to impose certain terms and conditions on YVHA in connection with the annexation of Brown to the City;

NOW, THEREFORE, in consideration of the recitals, promises, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. As used in this Agreement, unless the context clearly requires otherwise:

"Annexation Ordinance" shall mean the ordinance adopted by the City Council of the City of Steamboat Springs pursuant to the Municipal Annexation Act of 1965 (Section 31-12- 101, et seq., C.R.S.) officially annexing the Property into the City of Steamboat Springs.

"Applicable City Ordinances" shall mean all ordinances of the City which regulate the development, subdivision and use of the Property, as in effect from time to time.

"Regulating Plan" shall mean document which establishes density, uses, patterns, open space and parks, and primary streets and their general locations within the Property, to be approved by the City pursuant to the requirements and procedures set forth in the TND Standards in effect as of the date this annexation becomes effective.

"YVHA" shall mean the Yampa Valley Housing Authority, and any entity owned in whole or part by the Yampa Valley Housing Authority, and any District of Master Homeowners Association formed by the Yampa Valley Housing Authority.

[TO SUPPLEMENT AS NEEDED]

2. GENERAL PLAN OF DEVELOPMENT

a. Unit Types & Numbers

YVHA may develop up to 2,264 residential units at Brown Ranch through full build-out. YVHA may develop up to 419,000 square feet of non-residential uses at Brown Ranch.

Brown Ranch shall generally consist of four neighborhoods, currently identified by letter. Neighborhood A shall consist of 400 to 480 Units. Neighborhood B shall consist of 330 to 360 Units. Neighborhood C shall consist of 1030 to 1070 Units. Neighborhood D shall consist of 480 to 510 Units.

The contemplated unit composition at full build-out will consist of 1,486 multi-family units (65.5% of total units), 484 single-family attached units (21.5% of total units), and 294 single-family detached units (13% of total units).

	PROGRAM		# OF UNITS BY NBH				TOTAL PER TYPE
			NBH A	NBH B	NBH C	NBH D	
RESIDENTIAL	Multi-family	Rental	319	109	418	138	1486
		Condo	96	36	156	110	
		ADU	0	10	52	42	
		Sub-Total	415	155	626	290	
	Single Family Attached	Rental	8	50	143	43	484
		Owner	6	40	117	77	
		Sub-Total	14	90	260	120	
	Single Family Detached	Rental	0	11	18	8	294
		Owner	0	73	122	62	
		Sub-Total	0	84	140	70	
	Total by NBH		429	329	1026	480	2264

	PROGRAM	Building Type	Area in Square Feet				TOTAL PER TYPE
			NBH A	NBH B	NBH C	NBH D	
COMMERCIAL/COMMUNITY	Grocery	Mixed Use	15,000	-	-	-	15,000
	Retail Space (coffee, restaurant, etc.)	Mixed Use	16,000	16,000	32,500	31,500	96,000
	Office Space/ Non-Profit Center	Mixed Use	3,333	3,333	9,334	12,000	28,000
	Childcare accepting CCAP	Mixed Use	2,500	2500	2,500	2,500	10,000
	Fire Station Site Area (3 FT Staff)	Free Standing	50000	-	-	-	50,000
	K-8 School Site Area (590 people)	Free Standing	-	-	200,000	-	200,000
	Indoor Field House	TBD	-	-	10,000	10,000	20,000
	Total by NBH		86,833	21,833	254,334	56,000	419,000

The unit numbers and composition outlined above are based upon current assumptions about housing need, community preferences, and available subsidies. It is YVHA's intention the unit numbers, composition, and size of non-residential uses will be updated over time to account for changes in local housing need. Based upon the same, YVHA may seek to amend the Regulating Plan consistent with the Applicable City Ordinances, including seeking to add additional Units or square feet of non-residential uses to changes in demand.

b. Phasing Plan

The Brown Ranch phasing plan is shown in the attached Exhibit B.

Unit composition and density may be shifted between phases during the development approval process. YVHA may, in response to market conditions, funding, development capacity, and site conditions, seek to amend the Regulating Plan consistent with the applicable City Ordinances.

c. Parks, Trails, and Open Space

YVHA shall provide at least 70.3 acres of parks, as generally shown in the attached Exhibit C, or as may be amended through the development review process.

At least 125 acres of Brown Ranch shall be designated as Open Space through the development approval process, as generally shown on the attached Exhibit C. The specific location of Open Space shall be determined through the development review process.

YVHA shall provide trails as generally shown on the attached Exhibit C. The specific location and character of trails shall be determined through the development review process.

Parks, trails, and open space shall be phased with the development of each Neighborhood, and as the CDC requires.

Dedication and maintenance provisions for Brown Ranch parks, open space, and trails are provided for in Section 7c below.

Brown Ranch will not be subject to any further requirements for the provision of parks, open space, or trails as a condition of any City approval during the vesting term provided in Section ____, or any future extension of such term.

YVHA retains all development rights for the 114 acres of the YVHA property north of the Urban Growth Boundary. YVHA shall maintain the area of the YVHA Property north of the Urban Growth Boundary as open space for a minimum of twenty (20) years. YVHA shall develop the trails in this area as shown in Exhibit C.

d. Wildfire Mitigation

Health Equity, Sustainability, and Resiliency Guidebook will impose a private regulatory scheme on development within Brown Ranch. The Guidebook will include recommendations identified in the *Increasing Wildfire Resilience at Brown Ranch* report prepared by the Community Wildfire Planning Center. These strategies may include 1) incorporating design features that reduce wildfire susceptibility in the Home Ignition Zone; 2) managing open space vegetation in strategic locations to support fire suppression tactics and further support defensible space; 3) providing adequate setbacks on peripheral edges of all neighborhoods from hazardous fuels and

terrain features; 4) planning for the strategic location of trail networks to support fire suppression resource access and tactics; and 5) planning for evacuation opportunities.

Maintenance provisions for the wildfire mitigation measures are provided for in Section ____ below.

3. PRIVATE INFRASTRUCTURE PLAN

YVHA shall pay from YVHA revenue, including without limitation YVHA tax revenues, grant proceeds, contributions from the City, including allocations of STR Tax funds, and any other source in YVHA's discretion, all costs for the design and construction of all utility services necessary to serve the Brown Ranch, including, but not limited to, electricity, geothermal, telephone, gas, and cable television service, in accordance with applicable City or public utility company standards and specifications. YVHA shall dedicate to the City and applicable public utility companies without charge, free and clear of all liens and encumbrances, those easements and rights-of-way necessary for installation and maintenance of said utility lines.

Any contribution or payment for offsite electrical infrastructure will be agreed upon between YVHA and the electrical provider, and shall be paid from YVHA revenue, including without limitation YVHA tax revenues, grant proceeds, contributions from the City, including allocations of STR Tax funds, and any other source in YVHA's discretion. The construction of utility services shall be phased with the development of each Neighborhood, and as the CDC requires.

YVHA reserves the right to provide utility service, in whole or part, to Brown Ranch, through the establishment of a District. The City will reasonably consent to and approve the formation of any such District. Any District formed pursuant to this paragraph shall be allowed to use the utility easements and rights-of-way with Brown Ranch necessary for the installation and maintenance of utility lines.

The City will reasonably consent to and approve the formation of any other Districts, as defined in the Colorado Special District Act, which YVHA determines is beneficial to the development of Brown Ranch.

The City agrees to reasonably provide non-financial support for any filings or applications by YVHA for permits and other approvals as may be required by State and/or federal agencies. If the City is the actual applicant of any required permits (e.g., CDOT access permits), the City will reasonably cooperate with YVHA in acquiring same.

4. GENERAL PUBLIC INFRASTRUCTURE PLAN

YVHA shall pay from YVHA revenue, including without limitation YVHA tax revenues, grant proceeds, contributions from the City, including allocations of STR Tax funds, and any other source in YVHA's discretion, all costs for the design and construction of all public improvements to serve Brown Ranch, including, but not limited to, roads, curbs, gutters, sidewalks, sanitary and drainage sewers, water, and street lights, in accordance with applicable City or public utility

company standards and specifications. YVHA shall dedicate to the City and applicable public utility companies without charge, free and clear of all liens and encumbrances, those easements and rights-of-way necessary for installation and maintenance of said public improvements, including public streets, and in addition shall convey the public improvements to the appropriate entity upon completion and acceptance of the improvements.

YVHA shall construct stormwater systems within Brown Ranch in conformance with City Engineering Standards.

YVHA shall construct multi-modal transportation within Brown Ranch in conformance with City Engineering Standards.

The Parties agree that YVHA shall be entitled to reimbursement of certain costs of construction of certain public improvements. The City agrees that it will require, as a condition of annexation of any portion of the West Steamboat Area Plan adopted June 19, 2006 (the “Benefited Property”) that YVHA will be reimbursed by the developer of such portion of the Benefited Properties a proportionate share of the cost of such infrastructure which serves a Benefited Property. The proportionate share shall be reasonably determined by the City Council at the time of annexation and as a condition of annexation of a Benefitted Property based upon the benefits received by the Benefited Property, which shall be determined, without limitation, by reference to: the cost savings to the Benefited Property by YVHA’s construction of the additional infrastructure; age and physical condition of the infrastructure; and the length and capacity of utilities and roadways infrastructure used by the Benefited Property. Nothing in this Paragraph shall prohibit YVHA from making application to the City for a Public Improvements Reimbursement Agreement pursuant to the requirements of the City’s Community Development Code for reimbursement of expenses not otherwise reimbursable under this Paragraph. This provision shall not apply to any property annexed pursuant to an annexation ordinance adopted more than twenty (20) years from the effective date of the ordinance annexing the Brown Ranch.

The terms of the provision of City services related to the public infrastructure, and the maintenance of same, are provided for in Section ____ below.

The City agrees to reasonably provide non-financial support for any filings or applications by YVHA for permits and other approvals as may be required by State and/or federal agencies. In the event that the City is the actual applicant of any required permits (e.g., CDOT access permits), the City will reasonably cooperate with YVHA in acquiring same.

5. WATER & WASTEWATER SERVICE, OFF-SITE WATER & WASTEWATER FACILITIES

The City will provide water and wastewater services to Brown Ranch through its existing water and wastewater utility, which presently operates as an enterprise fund for purposes of the Taxpayers Bill of Rights (“TABOR”), Article X, Section 20 of the Colorado Constitution and which the City intends to continue to operate as an Enterprise Fund for purposes of TABOR.

a. Water Service

The parties acknowledge that the determination as to whether the City has a reliable and secure water supply to serve the Brown Ranch and whether the City can make the determination regarding adequacy of the City's water supply required by C.R.S. 29-20-301, et. seq. and Section 25-78 of the City's municipal code depends on the completion of a Water Demand Analysis, which is expected to be complete in May 2023. Based on current information, the parties acknowledge that the provision of water to Brown Ranch by the City will require the construction by the City of the following four additional elements to the City's water infrastructure:

- i. The West Area Water Tank booster station, which must be constructed and accepted prior to the occupancy of any units at the Brown Ranch. This project will be constructed at City expense. The City will use all reasonable efforts to construct this project prior to 2025.
- ii. The US Highway 40 delivery pipeline, which must be constructed and accepted prior to the occupancy of any units at the Brown Ranch. This project is underway and will be constructed at City expense at an estimated cost of \$1,000,000. The City will use all reasonable efforts to construct this project prior to 2025.
- iii. Onsite distribution facilities. Construction of these facilities shall be the responsibility of YVHA as provided in Section ____.
- iv. New water treatment facility, diversion system, pumps, raw water delivery line, clearwell, and treated water distribution lines (together "Elk River Water Treatment Facility"), which must be constructed and accepted prior to the issuance of building permits at Brown Ranch that would cause Brown Ranch water demand to exceed 800 Equivalent Residential Units (EQRs). Estimated costs of construction are \$40,000,000-\$58,000,000. The parties' current estimate is that construction could begin at the earliest in 2028 with the treatment facility completed and operational by 2030.

The parties acknowledge that the Elk River Water Treatment Facility will benefit the existing City water utility customer base by providing needed resiliency and redundancy to the City's existing treatment facilities. Pursuant to the distribution modeling study completed by the City, Brown Ranch is allocated ____% of the need for the Elk River Water Treatment Facility.

The City shall be responsible for payment of that share of the costs of the Elk River Water Treatment Facility allocated to City water utility customers within the current district boundaries from revenue sources to be determined by the City, including without limitation City utility plant investment fees collected from City utility customers not located at the Brown Ranch.

YVHA shall be responsible for paying that share of the costs of the Elk River Water Treatment Facility allocated to Brown Ranch on the following terms:

- i. Units at Brown Ranch will be assessed utility plant investment fees (i.e., tap fees) on the same basis as other City water utility customers. Based upon current tap fees, which may increase subject to the study referenced above, and the planned number of units at Brown Ranch, this assessment will be approximately \$29,000,000.
- ii. Payment to the City of that portion of the taps fees which are attributable to water will be contingent on the City allocating and distributing to YVHA STR Tax funds for the payment of the same. In the event the City distributes STR Tax funds to YVHA for water tap fees, and water tap fees are not owed at that time (e.g., no units have been built at Brown Ranch at the time of distribution of tax funds), YVHA shall pre-pay for future water tap fees, for which YVHA shall receive a credit for future water tap fees.
- iii. YVHA shall have no responsibility for the payment of water tap fees for units at Brown Ranch, at the time of issuance of any building permit or otherwise, or for any payment for the Brown Ranch share of the costs of the Elk River Water Treatment Facility, unless and until the City allocates and distributes to YVHA STR tax funds for the payment of same.

Brown Ranch will not be subject to any further water related payments as a condition of any City approval or the issuance any building permit during the vesting term provided in Section ____, or any future extension of such term.

The City will use all reasonable efforts to acquire a site for the Elk River Water Treatment Facility prior to water demand at Brown Ranch exceeding 300 EQRs. The City will use all reasonable efforts to begin construction of the Elk River Water Treatment Facility prior to water demand at Brown Ranch exceeding 600 EQRs. The City will use all reasonable efforts to complete construction of the Elk River Water Treatment Facility prior to demand at Brown Ranch exceeding 800 EQRs.

b. Water Conservation

YVHA shall implement a water conservation and efficiency plan outlining commitments. The plan shall meet or exceed the City's current policy of a 10% reduction in treated water use in ten years. The parties' staffs will collaborate to develop the water conservation and efficiency plan to include, without limitation, the following elements:

- i. Significant reduction in private yards in favor of common spaces that are centrally managed;
- ii. Integrate water conservation with land use planning;
- iii. water budget agreement and monitoring plan;
- iv. Water-efficient building practices such as low flow fixtures;
- v. Site design that preserves areas important for water quantity or quality;
- vi. Water re-use capabilities.

The water conservation and efficiency plan may be amended from time to time with the approval of the City Public Works Director, which approval shall not be unreasonably withheld.

c. Water Rights Dedication

The annexation of Brown Ranch shall be exempt from the requirements of Sec. 25-77 (Water Rights Dedication Policy) of the Municipal Code.

d. Wastewater Service

The parties acknowledge that the provision of wastewater services to Brown Ranch by the City will require the following offsite improvements:

- i. Connection from onsite collection facilities in the Brown Ranch “West Basin” to the existing City trunk line running from Sleepy Bear/KOA to the existing wastewater treatment plant. The parties acknowledge that existing facilities provide the necessary connection from the Brown Ranch “East Basin.” Costs of constructing these facilities shall be the responsibility of YVHA.
- ii. Expanding the capacity of the existing wastewater treatment facility.

Pursuant to state law, design of the expansion of the wastewater treatment facility must commence when the wastewater treatment facility is at 80% capacity, and construction must commence when the wastewater treatment facility is at 90% capacity. The wastewater treatment facility is currently at 73% capacity.

The expansion of the wastewater treatment facility will be paid for by the City.

Units in Brown Ranch will pay wastewater tap fees on the same basis as other City wastewater utility customers. Wastewater tap fees may be paid using STR Tax funds.

Brown Ranch will not be subject to any further sewer related payments as a condition of any City approval or the issuance any building permit during the vesting term provided in Section ___, or any future extension of such term.

6. OTHER OFFSITE INFRASTRUCTURE

Except as otherwise provided in this Annexation Agreement as to offsite water and wastewater improvements, payment for any contribution from YVHA for offsite infrastructure improvements, including but not limited to any contribution for improvements to existing rights-of-way pursuant to CDC §602.F, shall be contingent on the City allocating and distributing to YVHA STR Tax funds for the payment of same.

If the City distributes STR Tax funds to YVHA for offsite infrastructure improvements, but no contribution is required from YVHA at that time (e.g., YVHA has not platted any part of

Brown Ranch), YVHA will prepay for future required contributions based upon Brown Ranch's estimated proportionate share of the estimated cost of the offsite improvements.

YVHA shall have no responsibility for the payment of any required contribution for offsite infrastructure improvements unless and until the City allocates and distributes to YVHA STR tax funds for the payment of same.

7. CITY SERVICES/OPERATIONS/MAINTENANCE RESPONSIBILITIES

Subject to the following subsections, the City hereby agrees to provide City services in the same manner and commensurate with the level of service provided to citizens generally.

a. Streets

The City shall accept the Brown Ranch internal street system for maintenance in accordance with the provisions of the Community Development Code and the City's Engineering Standards. YVHA shall design and construct the Brown Ranch internal street system in accordance with standard street cross sections and specifications as set forth in the City's Engineering Standards. City maintenance shall include snow removal in accordance with standard City practice; maintenance, repair, and replacement of pavement and appurtenances; and maintenance, repair, and replacement of stormwater and drainage facilities located within public rights of way. Except as otherwise expressly provided in this agreement, the City shall provide the same level of service for Brown Ranch street maintenance that the City provides in other areas of the City.

Whether the City will accept Brown Ranch alleys for maintenance purposes will depend on the City's approval of the design of each alley that YVHA requests the City to maintain, including whether YVHA proposes to grant easements or other property rights adequate to accommodate the storage of snow removed from alleys. Adequate snow storage is mutually agreed to include utility and snow storage easements as described in the Engineering Standards, plus pocket snow storage easements equal to or greater than 1 square foot for every 5 square feet of pavement surface. Pocket snow storage easements shall be located immediately adjacent to the alley, at intervals no less than once per block. Pocket snow storage easements must be free and clear of any obstructions that limit the use of the easement as intended. Square-shaped pocket snow storage easements are preferable, though no easement dimensions may be less than 18 feet in width.

The City will make this determination in connection with its CDC review of the subdivision plat or plats that propose the dedication of alleys and acceptance of the alleys by the City for maintenance purposes. YVHA acknowledges that the CDC does not address this issue and that the City's Public Works Director shall have the discretion to approve or deny alley maintenance requests based on the application of the terms contained herein.

The City generally provides a level of snow removal services that depends on storing snow in road rights of way and/or easements adjacent to the roadway. The City provides a level of service in some commercial areas, such as the downtown commercial district, that incorporates the removal and transportation of snow to a central snow storage facility. The City will provide this

level of service in limited commercial or school zones at the Brown Ranch, as depicted as Mixed-Use Village Core in the attached Exhibit B. YVHA shall provide snow storage for snow removed from these zones at internal Brown Ranch sites. Snow storage for Neighborhood A is depicted and described in Exhibit D. Future commercial and school zone snow storage will be provided for in future plats.

The City's assumption of maintenance obligations for all or parts of the Brown Ranch street system will require the City to implement a sixth plow route in order to maintain existing service levels. Capital costs to implement a sixth plow route, including acquisition of a new motor grader with wing, sand truck with plow, loader with bucket and black, and a storage facility, are estimated at \$847,000 in 2023 dollars. These capital costs will be paid for by YVHA from YVHA revenue, including without limitation YVHA tax revenues, grant proceeds, contributions from the City, including allocations of STR Tax funds, and any other source in YVHA's discretion. Alternatively, YVHA may defer the payment of the foregoing capital costs and hire a third-party contractor to provide plow service to Brown Ranch for an indeterminate period of time. The City will commence plow service at Brown Ranch upon payment by YVHA of the requisite capital costs.

b. Transit

YVHA shall construct, at its expense, transit infrastructure and facilities within Brown Ranch as provided for in Section 4.

The City shall provide transit service to Brown Ranch commensurate with the level of service provided to other bus lines in the City.

The City shall be responsible for the operational costs of providing transit service to Brown Ranch. The City shall be responsible for the acquisition of any additional busses. The City shall be responsible for the maintenance of transit infrastructure and facilities within Brown Ranch.

c. Parks, Trails, and Open Space

YVHA shall construct, at its expense, the Neighborhood Parks and Greenways identified in Section 2.c and Exhibit C. The Neighborhood Parks and Greenways will be dedicated to the City following construction and accepted by the City for Maintenance. YVHA shall dedicated to the City land for the Community Parks identified in Section 2.c and Exhibit C. Construction and maintenance of the Community Parks shall be the responsibility of the City.

YVHA shall construct, at its expense, the trails identified in Section 2.c and Exhibit C. The trails within Brown Ranch will be dedicated to the City following construction and accepted by the City for maintenance.

YVHA shall construct, at its expense, the open space identified in Section 2.c and Exhibit C. Open space within Brown Ranch will be dedicated to the City and accepted by the City for maintenance.

Maintenance of sidewalks shall be the responsibility of the adjoining property owner, as provided for in the Code.

d. Police, Fire, and EMS Services

The Steamboat Springs Police Department and Steamboat Springs Fire Rescue shall provide police, fire, and EMS services to Brown Ranch.

8. AFFORDABILITY/ATTAINABILITY OF HOUSING

Pursuant to C.R.S. 29-1-204.5 and the Intergovernmental Agreement Establishing the Yampa Valley Housing Authority, YVHA will develop Brown Ranch in accordance with its mission to develop affordable and attainable housing for low- and moderate-income households and for the local workforce. All units sold or rented within Brown Ranch will be subject to restrictions requiring the owner or renter to work for an employer physically located within Routt County, use the unit as their sole primary residence (to prevent ownership by second homeowners), and short-term rentals will be prohibited throughout Brown Ranch.

The 2021 Housing Demand Study has identified the current housing needs in Routt County based upon income levels. Over the course of the full build-out of Brown Ranch, the unit and income mix will be allocated to address the housing needs identified in the Demand Study. Development of Brown Ranch will comply with the affordability requirements of the WSSAP.

YVHA will periodically update the Demand Study to ensure that housing needs are being appropriately addressed. Updates to the Demand Study will be presented to City Council through YVHA's annual report.

Much of the housing at Brown Ranch will be financed using state and federal grants, tax credits, etc. Housing projects using these financing mechanisms will be subject to the affordability requirements of the relevant program.

For housing projects in Brown Ranch which are not subject to specific affordability requirements pursuant to the preceding paragraph, for-sale Units will be encumbered by the Deed Restriction attached hereto as Exhibit E, at the appropriate AMI levels for the Unit, and for-rent Units will be encumbered by the Use Covenant attached hereto as Exhibit F, at the appropriate AMI levels for the Unit. The Deed Restriction and Use Covenant may be reasonably modified over the course of the development of Brown Ranch to address changes in circumstances, law, or best practices.

All residential developments within Brown Ranch will be subject to the foregoing affordability and attainability measures, except that YVHA may sell approximately 4.8 acres the southeast area of Brown Ranch, shown on Exhibit G, without any affordability requirement. If the event that YVHA sells or otherwise conveys any other portion of Brown Ranch to a third-party developer, the conveyance will be subject to the property being developed with affordability, attainability, and workforce requirements.

YVHA may convey land in Brown Ranch for non-residential purposes to community partners and for projects with a community benefit (e.g., for the development of a special use sports facility). Any such conveyance will be subject to a use restriction by which the transferee would be required to develop the property for a specific purpose, and the transferee would be restricted from reselling the property.

The City agrees that the foregoing satisfies the affordability requirements of the West Steamboat Springs Area Plan (WSSAP).

9. SHORT-TERM RENTAL TAX

City Council agrees to annually review the allocation of the Short-Term Rental Tax funds. City Council agrees to target allocation of at least 75% of the Short-Term Rental Tax funds to Brown Ranch and YVHA.

The Parties hereby agree and acknowledge that all costs and expenses of the development of Brown Ranch are eligible for use of the Short-Term Rental Tax funds.

10. POST-ANNEXATION LAND USE APPROVALS

The City shall approve text amendments to the CDC, prior to annexation, at the time of annexation, or within a reasonable timeframe thereafter, which shall provide for the following:

1. New zone districts will be established, to be referred to as Brown Ranch Transect Zones (“BRTZs”), with the dimensional standards of these zones district reasonably agreed to by YVHA and City Staff in order for Brown Ranch to be developed according to the Development Plan.

2. All Residential Use Classifications, all Eating and Drinking Establishments, all Vehicle Parking, all Civic, Public, and Institutional Use Classifications, excluding Utilities, use categories shall be designated as a Use-by-right in the BRTZs.

3. CDC § 713 and 714, Preliminary Plat and Final Plat applications, shall specify that for properties zoned BRTZ the applications will be reviewed and approved pursuant to Administrative Review.

4. CDC § 739, Collateral, shall provide for an exemption from the collateral requirement for Final Plats which include properties zoned BRTZ.

5. CDC § 602.L, Open Space, Parks, and Amenity Space, § 605.G, Parks and Open Space, and § 606, TND Parks and Open Space Standards, shall provide for an exemption from the requirements of those Sections for Preliminary Plats and Final Plats which include properties zone BRTZ.

6. Notwithstanding the provisions of CDC § 709(3)(b) and (c), § 708 and 709 shall specify that Conceptual Development Plans and Development Plan applications which include properties zoned BRTZ shall be reviewed and approved pursuant to Administrative Review.

7. CDC § 413, Phasing, shall provide for an exemption from the phasing standards for land use applications including properties zoned BRTZ. However, no Certificates of Occupancy will be granted for any development until critical improvements have been constructed.

8. Table 702-1 shall specify that the Decision Maker for Major Adjustments and Major Variances shall be the Planning Director.

9. CDC § 719.D(3) shall specify that for Variances for applications which include properties zoned BRTZ, in addition to Unnecessary Hardship, Practical Difficulty, and Acceptable Alternative, the criteria for approval includes:

The proposed variation is necessary to achieve the affordability and/or attainability goals of the proposed development.

11. DEDICATIONS OF LAND

YVHA shall dedicate to the City, or to the appropriate governmental entity, approximately 50,000 square feet of property for a fire station, generally in the areas shown in the Development Plan. The dedications will occur upon commencement of Phase 2. YVHA will dedicate the parks, trails, and open space identified in Section 3.c, and the City will accept the same for maintenance. The dedication of parks and trails will occur upon completion of construction, and the dedication of open space will occur upon platting of adjacent land. YVHA intends to partner with the Steamboat Springs School District for the development of a new school.

12. SUSTAINABILITY MEASURES

YVHA has articulated a sustainability framework in the Brown Ranch Community Development Plan with sustainable design considerations at both the development scale and building scale. The sustainability measures shall include, but not be limited to:

- i. Developing Health Equity, Resiliency, and Sustainability Design Guidelines that establish minimum criteria for all vertical development at Brown Ranch and are aligned with actions identified in the Routt County Climate Action Plan.
- ii. Exploring and innovating when feasible with respect to energy conservation, geothermal heating and cooling, photovoltaic energy and storage, energy-efficient building envelopes, energy-efficient fixtures and building systems, solar orientation and passive solar gain, meeting the highest standards for indoor water efficiency, and minimizing the need for outdoor irrigation.
- iii. Optimizing and planning for electric vehicle and bicycle transportation.
- iv. Preserving and restoring the section of the Slate Creek riparian corridor that passes through Brown Ranch.

13. VESTED PROPERTY RIGHTS

a. **Vested Property Rights.** The City will approve the creation of vested property rights for the Property pursuant to the Vested Property Rights Act, C.R.S. §24-68-101 et seq. In the event of conflict between this Agreement and the Vested Property Rights Statute or Municipal Code, this Agreement shall prevail.

b. **Vesting Term.** The term of vesting shall be 40 years commencing upon the date of recording the Annexation Ordinance and Map.

c. **Site-Specific Development Plans.** YVHA and the City agree that the Regulating Plan constitutes an approved “site specific development plan” as defined in the Vested Property Rights Statute, and that pursuant thereto, YVHA and its successors and assigns shall have vested rights to undertake and complete the development and use of the Property under the terms and conditions thereof during the vesting term established in Paragraph (b) above. The vesting term shall be memorialized in a Development Agreement in connection with the approval of the Regulating Plan (“Regulating Plan Development Agreement”).

d. **Rights Not Vested.** The establishment of rights vested under this Agreement, the Regulating Plan, and Regulating Plan Development Agreement shall not preclude the application by the City of City ordinances and regulations, including, without limitation, the following:

- i. City building, fire, plumbing, engineering, electrical, and mechanical codes and other similar technical codes and standards of the City;
- ii. City architectural, landscaping, and other development standards that are not inconsistent with the uses and densities permitted by the approved Regulating Plan;
- iii. Applicable federal regulations;
- iv. Any other general City ordinance or regulation that does not conflict with the uses and densities permitted by the approved Regulating Plan.

14. TERM

The term of this Agreement shall commence on the effective date (“Effective Date”) of the City ordinance annexing the Property and approving this Agreement (the “Annexation Ordinance”) and shall continue until the obligations of the Developer hereunder have been completed, satisfied, or financially secured to the satisfaction of the City (the “Term”), but not less than the period of vesting set forth in Section _____. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect the (a) annexation of the Property to the City; (b) any common law vested rights obtained prior to such termination; (c) any rights arising from City permits, approvals, or other entitlements for the Property or the Development which were granted or approved concurrently with, or subsequent to the approval of this Agreement, the TND Zone District, and the Regulating Plan; (d) the parties’ rights pursuant to Section _____ concerning the prevailing party’s right to fees and costs in the event of litigation. Termination

of this Agreement shall not be construed to cause the termination of any of the agreements entered into pursuant to this Agreement which are of longer duration than this Agreement.

15. ANNEXATION CONTINGENCIES

Final approval of the Annexation Ordinance shall not be deemed to have occurred if on or before the thirtieth (30th) day following the effective date of the Annexation Ordinance either a) legal proceedings are commenced challenging the Annexation Ordinance or b) a petition is submitted to the City Clerk for a referendum on the Annexation Ordinance. Either party may, but shall have no obligation, to defend legal proceedings concerning the validity of the Annexation Ordinance.

In the event of a legal challenge and/or referendum, final approval shall occur upon final and non-appealable resolution of legal proceedings and/or referendum results affirming annexation of the Property. The annexation of the Property to the City shall not be effective until the occurrence of final approval.

If a referendum challenge to the Annexation Ordinance succeeds, this Agreement and all provisions contained herein shall be null and void and of no further effect. In the event the Annexation Ordinance or any portion thereof is voided by the final action of any court, this Agreement and all provisions contained herein shall be null and void and of no further effect unless the parties agree in writing to ratify the Agreement and seek to cure the legal defect(s) that resulted in the court action. If the parties agree in writing that such a cure is successful, YVHA may re-apply for annexation.

YVHA may withdraw the petition for annexation and terminate this Agreement if any legal challenge remains unresolved one (1) year after the effective date of the Annexation Ordinance. City shall not be responsible for processing applications for land use approvals relating to the Property and YVHA shall not be responsible for making payment, constructing improvements, or dedicating interests in real property to the City during the pendency of any legal challenge to or referendum regarding the Annexation Ordinance.

16. MORATORIA, GROWTH CONTROL, AFFORDABLE HOUSING AND/OR INCLUSIONARY ZONING MEASURES

No development moratorium or growth control limitation shall be applied against the Property unless the same is applied throughout the City generally, and which does not, in its structure or application, have a disproportionate impact upon the Property as compared to other properties. In addition, beyond the commitments in this Agreement, YVHA shall not, during the vesting term set forth in Subsection ___, be subject to any further affordable housing contributions and/or assessments, including but not limited to, affordable housing contributions, inclusionary zoning or other similar ordinance or rule intended to address the City's housing problem.

17. MISCELLANEOUS

a. **Effective Date.** This Agreement is contingent upon the City approval of the annexation and shall become effective as provided for in Paragraph ___.

b. **Parties' Authority.** The City and YVHA represent that each has the authority to enter into this Agreement according to applicable Colorado law and the City's Home Rule Charter and Ordinances, and each represents that the terms and conditions hereof are not in violation of any agreement previously entered into by such party. This Agreement shall not become effective until a resolution or other necessary authorizations for the execution of the Agreement are effective.

c. **Recording.** This Agreement shall be recorded in the Routt County Clerk and Recorder's Office in order to put prospective purchasers of the Property or other interested parties on notice as to the terms and conditions contained herein.

d. **Entire Agreement.** This Agreement and the exhibits hereto represent the entire understanding between the parties, and no other agreement concerning the Property, oral or written, made prior to the date of this Agreement, which conflicts with the terms of this Agreement shall be valid as between the parties.

e. **Modification.** This Agreement may be modified by the written agreement of the City and YVHA. No approval of a modification to this Agreement shall be required of any owner or person or entity holding any interest in any portion of the Property unless such right of approval has been specifically assigned to such owner, person, or entity in a written instrument of assignment, but nothing herein shall prohibit the City from requiring the approval of any such amendment in appropriate cases by other owners within the Property as a condition of the City agreeing to such amendment. An amendment to the TND zone district regulations, Regulation Plan, or City ordinances or other City regulations shall not constitute or require an Amendment to this Agreement. All amendments to this Agreement shall be in writing, shall be recorded with the County Clerk and Recorder of Routt County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property, unless otherwise specified in the amendment.

f. **Additional Remedies.** If at any time any material part hereof has been breached by YVHA, the City may, in addition to other remedies, withhold approval of any or all building or other permits applied for by YVHA on its Property, or withhold issuance of certificates of occupancy, until the breach or breaches has or have been cured.

g. **Binding Effect.** Once the contingencies set forth in Section ___ have been satisfied, the agreements and covenants as set forth herein shall be binding upon YVHA and its successors and assigns, and shall constitute covenants or servitudes that shall touch, attach to, and run with the land that constitutes the Property. The burdens and benefits of this agreement shall bind and inure to the benefit of all persons who may hereafter acquire an interest in the Property, or any part thereof. YVHA shall as a condition of approval of the Annexation Ordinance execute and record

a document acknowledging and ratifying the binding effect of this Annexation Agreement on its successors and assigns to the Property.

h. **Severability.** In case one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

i. **Incorporation of Exhibits.** Exhibits A through G, inclusive, which are attached hereto, are incorporated herein by reference.

j. **Attorney's Fees.** If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

k. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

City: Dan Foote
City Attorney
City of Steamboat Springs
137 10th St.
Steamboat Springs, CO 80487

with copy to:
(which shall not
constitute notice) Gary Suiter
City Manager
City of Steamboat Springs
137 10th St.
Steamboat Springs, CO 80487

YVHA: Yampa Valley Housing Authority
Attn: Jason Peasley
2100 Elk River Road
Steamboat Springs, CO 80477

with copy to: Elevation Law Group, P.C.
Attn: George M. Eck III
P.O. Box 770908
Steamboat Springs, CO 80487

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given on the 2nd day following mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process

l. **Waiver.** The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by either party waiving such rights.

m. **Applicable Law.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.

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

o. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

p. **Terminology.** Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

q. **Assignment.** The rights and obligations of YVHA under this Agreement may not be assigned to a party unaffiliated with YVHA without prior written approval of the City, which may be granted or withheld by the City Council acting in its sole and exclusive discretion. Such approval shall not be unreasonably withheld or delayed unless the City Council reasonably believes such denial is justified based upon the reputation, credit, standing, or other similar qualifications of the proposed assignee. The express assumption of any of YVHA's obligations under this Subsection with the written consent of the City will thereby relieve YVHA of such obligations with respect to the matter so assumed and assigned.

r. **No Third-Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and YVHA, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intent of the City and YVHA that any party other than the City or YVHA receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

s. **Colorado Constitution, Article X, Section 20.** This Agreement is not intended by the parties to create, and does not create, any multi-fiscal year financial obligation of the City or YVHA. All financial obligations of the City or YVHA hereunder are expressly subject to the annual appropriation of funds by the City Council or the Board of Directors, acting in their sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

[Signature pages follow]

EXHIBIT A

Legal Description of Property

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 4, THE SW1/4NW1/4, AND THE NW1/4SW1/4, SECTION 1, TOWNSHIP 6 NORTH, RANGE 85 WEST OF THE 6TH P.M., AND IN LOT 1, LOT 5, LOT 6, LOT 7 AND THE SE1/4NE1/4, SECTION 2, TOWNSHIP 6 NORTH, RANGE 85 WEST OF THE 6TH P.M., AND IN THE SE1/4 SECTION 35, TOWNSHIP 7 NORTH, RANGE 85 WEST OF THE 6TH P.M., AND IN THE S1/2SW1/4SW1/4 SECTION 36, TOWNSHIP 7 NORTH, RANGE 85 WEST OF THE 6TH P.M.; COUNTY OF ROUTT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 828216 IN THE ROUTT COUNTY RECORDS;

EXCEPTING THEREFROM THAT PARCEL OF LAND LOCATED IN THE S1/2NE1/4 AND THE SE1/4 OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 85 WEST OF THE 6TH P.M.; COUNTY OF ROUTT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SE1/4 SECTION 35, TOWNSHIP 7 NORTH, RANGE 85 WEST OF THE 6TH P.M., BEARING S01°13'31"W BASED ON NAD83(2011) COLORADO NORTH ZONE COORDINATE SYSTEM.

BEGINNING AT THE E1/4 CORNER OF SAID SECTION 35;

THENCE S01°13'31"W, ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 35, A DISTANCE OF 103.39 FEET;

THENCE S65°49'10"W, A DISTANCE OF 91.74 FEET;

THENCE S24°46'30"W, A DISTANCE OF 38.61 FEET;

THENCE S13°23'34"W, A DISTANCE OF 58.21 FEET;

THENCE S14°02'10"W, A DISTANCE OF 55.59 FEET;

THENCE S30°04'07"W, A DISTANCE OF 59.20 FEET;

THENCE S58°27'55"W, A DISTANCE OF 139.20 FEET;

THENCE S90°00'00"W, A DISTANCE OF 53.93 FEET;

THENCE N75°57'50"W, A DISTANCE OF 177.88 FEET;

THENCE N85°10'45"W, A DISTANCE OF 224.60 FEET;

THENCE N67°40'17"W, A DISTANCE OF 162.54 FEET;

THENCE S57°59'42"W, A DISTANCE OF 19.85 FEET;

THENCE S64°23'36"W, A DISTANCE OF 648.86 FEET;

THENCE S64°07'23"W, A DISTANCE OF 401.59 FEET;

THENCE S88°47'53"W, A DISTANCE OF 385.68 FEET;

THENCE S89°12'02"W, A DISTANCE OF 366.19 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4 OF SECTION 35;

THENCE N00°28'24"W, ALONG SAID WEST LINE OF THE SE1/4 OF SECTION 35, A DISTANCE OF 843.09 FEET TO THE NW CORNER OF SAID SE1/4 OF SECTION 35;

THENCE N00°28'24"W, ALONG THE WEST LINE OF SAID S1/2NE1/4 OF SAID SECTION 35, A DISTANCE OF 1347.99 FEET TO THE NW CORNER OF SAID S1/2NE1/4 OF SECTION 35;

THENCE S88°17'20"E, ALONG THE NORTH LINE OF SAID S1/2NE1/4 OF SECTION 35, A DISTANCE OF 2598.77 FEET TO THE NE CORNER OF SAID S1/2NE1/4 OF SECTION 35;

THENCE S00°34'31"E, ALONG THE EAST LINE OF SAID S1/2NE1/4 OF SECTION 35, A DISTANCE OF 1347.24 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING THEREFROM THAT PARCEL OF LAND DESCRIBED IN CITY OF STEAMBOAT SPRINGS ANNEXATION ORDINANCE RECORDED IN BOOK 677 AT PAGE 774 IN THE ROUTT COUNTY RECORDS;

CONTAINING A NET CALCULATED AREA OF 420.12 ACRES.

EXHIBIT B

NEIGHBORHOODS

Each neighborhood contains a minimum capacity based on a specific mix of housing types, but provides the flexibility for additional homes if needed in the future. The potential range of units for each neighborhood is listed below.

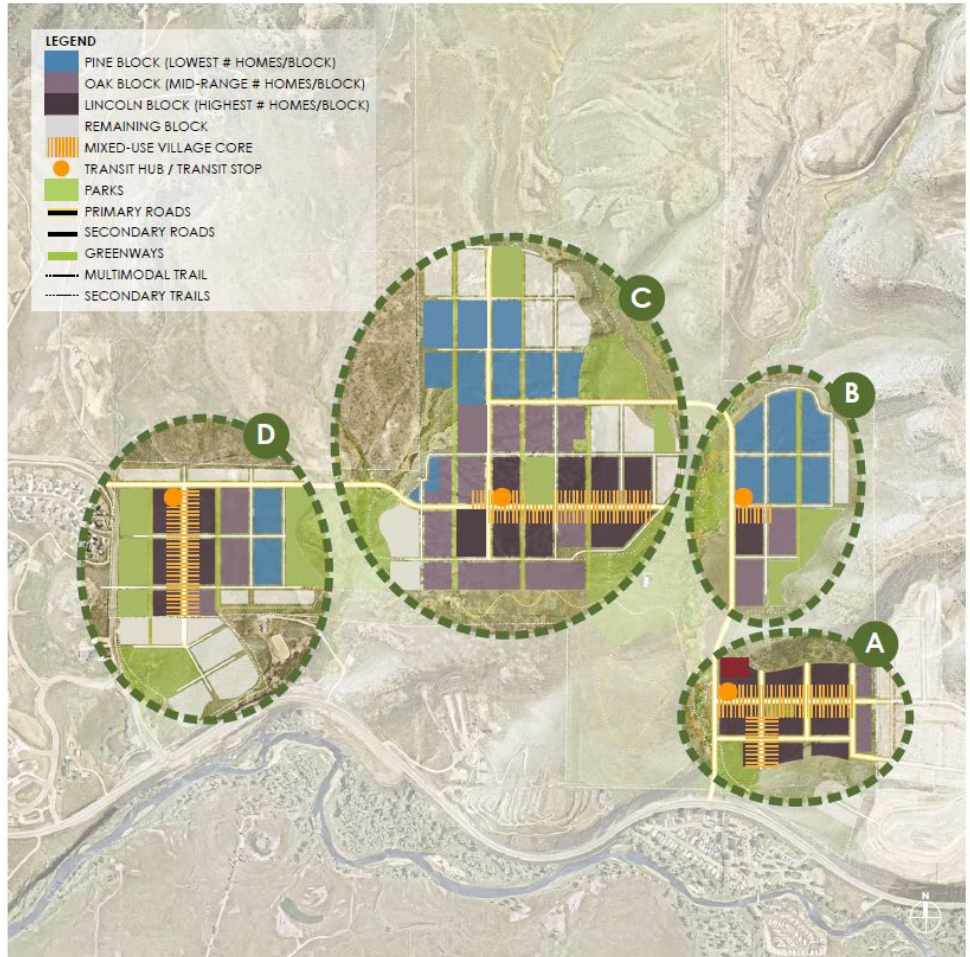
TOTAL POTENTIAL DEVELOPABLE AREA ON SITE, IN BLOCKS: 82*

*A representative block area equals 74,470 square feet or 1.7 acres, and only includes the private parcel area (excluding public right of ways, sidewalks, streets, and alleys). The blocks shaded in blue, light purple, and dark purple represent the parcel areas that are needed in order to meet the development plan (number of units, types of housing, non-residential areas and parking) and provide housing choices. The white shaded blocks indicate areas that could be developed if needed to accommodate potential changes to the development plan. Factors that could lead to changes in the development plan include: detailed geotechnical, wildfire, grading, and feasibility analysis, or changes in the roadway widths, typical block sizes, or parcel sizes.

NEIGHBORHOOD A:	9 BLOCKS	400 - 480 UNITS
NEIGHBORHOOD B:	9 BLOCKS	310 - 340 UNITS
NEIGHBORHOOD C:	28 BLOCKS	1110 - 1140 UNITS
NEIGHBORHOOD D:	10 BLOCKS	430 - 460 UNITS

POTENTIAL SCHOOL SITE: 3 BLOCKS

A ~200,000 SF site for a school and associated program will be held in either Neighborhood C or D.



PARKS, OPEN SPACE, AND TRAILS

CONCEPT PLAN

	CURRENT AREA	REQUIRED AREA
TOTAL PARKLAND	70.30 AC	70.30 AC
COMMUNITY PARKS	39.66 AC	36.678 AC
PARK A	22.49 AC	
PARK B	17.17 AC	
NEIGHBORHOOD PARKS	30.65 AC	33.6215 AC
PARK C1	5.35 AC	
PARK C2	1.07 AC	
PARK D	0.53 AC	
PARK E	1.59 AC	
PARK F	1.97 AC	
PARK G	1.97 AC	
PARK H1	1.79 AC	
PARK H2	1.16 AC	
PARK I*	5.60 AC	
GREENWAY	9.60 AC	

**Assumed population of 6,113 with Community Parkland at 6 acres / 1,000 population and Neighborhood Parkland at 5.5 acres / 1,000 population

*Park I is a neighborhood park with special use facility

TOTAL OPEN SPACE	125.00 AC
------------------	-----------

TOTAL TRAIL LENGTH	8.30 MI
MULTIMODAL TRAIL	1.30 MI
SECONDARY TRAIL CONCRETE	4.40 MI
SECONDARY TRAIL SOFT SURFACE	2.60 MI

- COMMUNITY PARKS
- NEIGHBORHOOD PARKS
- GREENWAY
- OPEN SPACE
- FUTURE DEVELOPMENT AREA
- BROWN RANCH PROPERTY
- MULTIMODAL TRAIL
- SECONDARY TRAIL | CONCRETE
- SECONDARY TRAIL | SOFT SURFACE

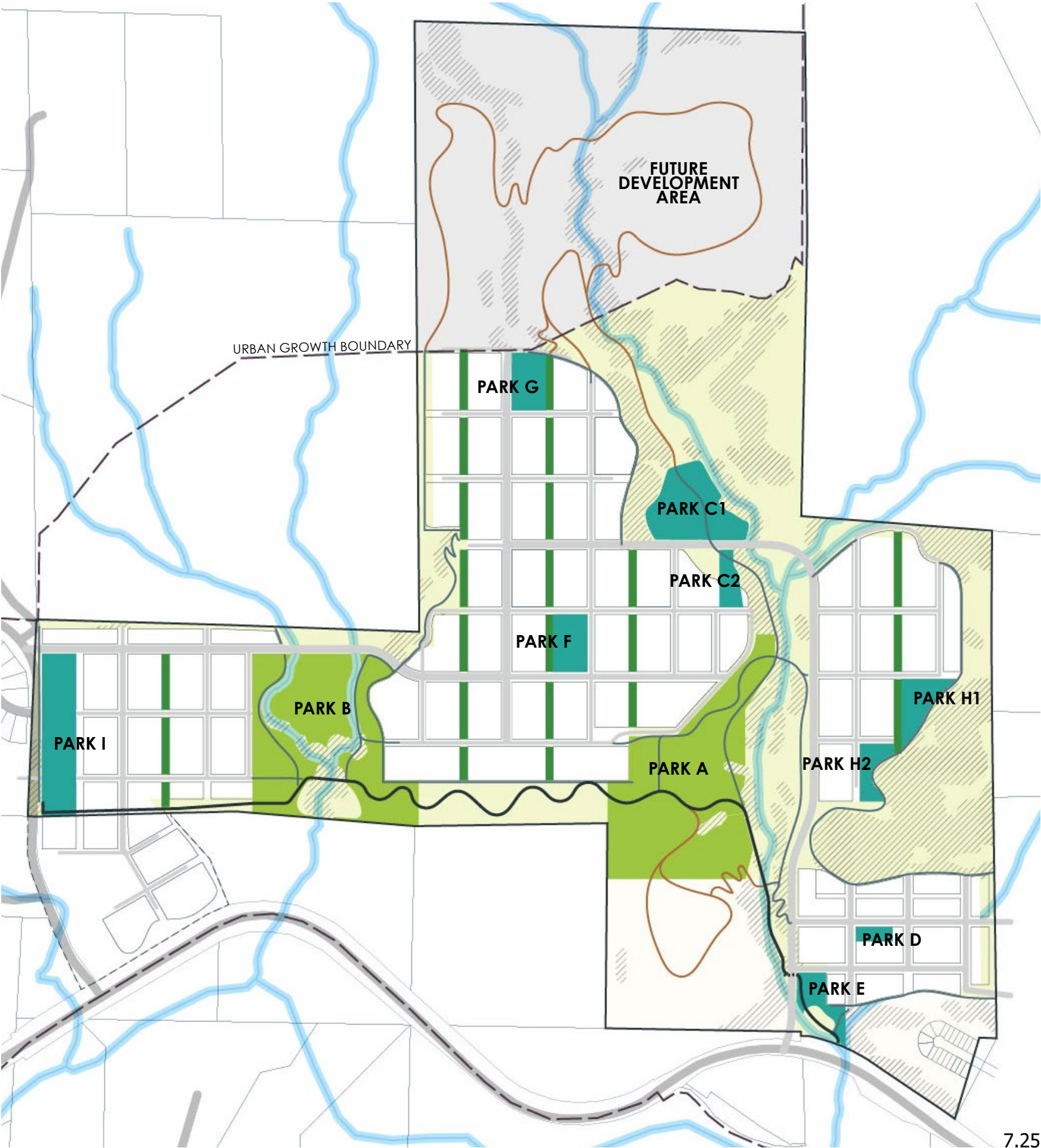
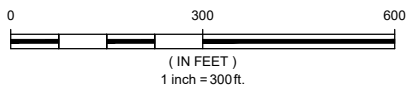


EXHIBIT D

DRAWING FILENAME: P:\2583-001\DWGs\Production Drawings\Exhibits\2583-001-Snow Storage Exhibit.dwg LAYOUT NAME: A DATE: Apr 28, 2023 - 9:21am CAD OPERATOR: Ryan

LIST OF XREFS: [2583-001-xUS40Trail] [2583-001-xBndy] [2583-001-xExist] [2583-001-xImage] [2583-001-xSite]



PROJECT: 2583-001

DATE: 4/28/2023

DRAWN BY: RS

CHECKED BY: RS

BROWN RANCH SNOW STORAGE EXHIBIT EXHIBIT A

CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT,
STATE OF COLORADO

SHEET

7.26

Of 1 Sheets

EXHIBIT E

(Deed Restriction Forthcoming)

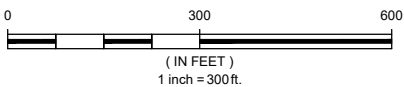
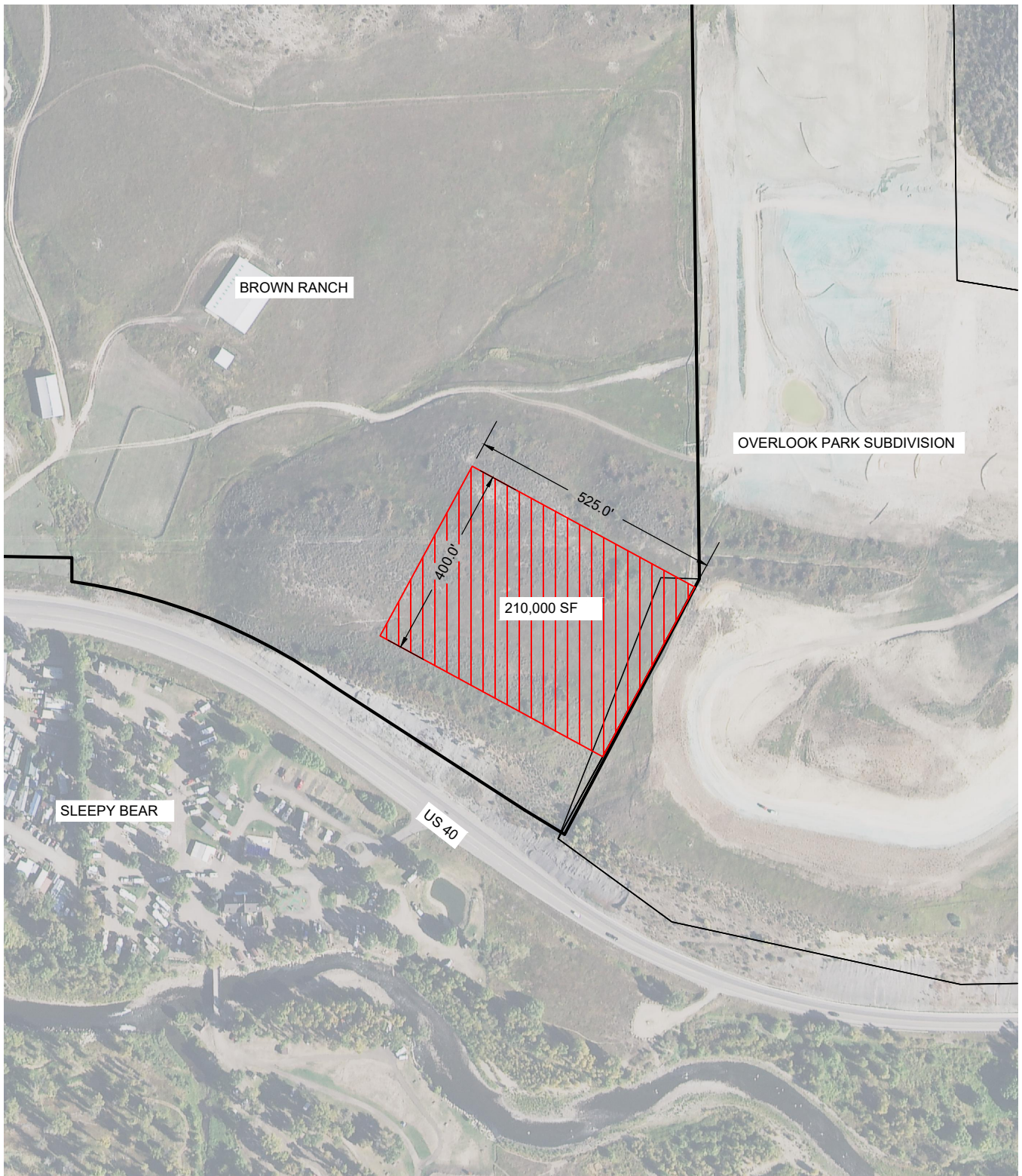
EXHIBIT F

(Use Covenant Forthcoming)

EXHIBIT G

DRAWING FILENAME: P:\2583-001\DWGs\Production Drawings\Exhibits\2583-001-Overlook Spur Exhibit.dwg LAYOUT NAME: B DATE: Apr 28, 2023 - 9:23am CAD OPERATOR: Ryan

LIST OF XREFS: [2583-001-xUS40Trail] [2583-001-xBndy] [2583-001-xExist] [2583-001-xImage] [2583-001-xSite]



PROJECT: 2583-001

DATE: 4/28/2023

DRAWN BY: RS

CHECKED BY: RS

BROWN RANCH
OVERLOOK SPUR RUN
EXHIBIT B

CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT,
STATE OF COLORADO

SHEET

7/29

Of 1 Sheets

AGENDA ITEM #8.

BROWN RANCH ANNEXATION COMMITTEE

FROM: Jason Peasley, Yampa Valley Housing Authority
Kim Weber, Finance Director

DATE: May 10, 2023

ITEM: Draft Fiscal Impact Analysis.

I. BACKGROUND/SUMMARY INFORMATION

A draft Fiscal Impact Analysis has been provided by YVHA on May 5. City staff and consultants EPS are reviewing the FIA and may be provided comments in a Rainbow packet.

ATTACHMENTS:

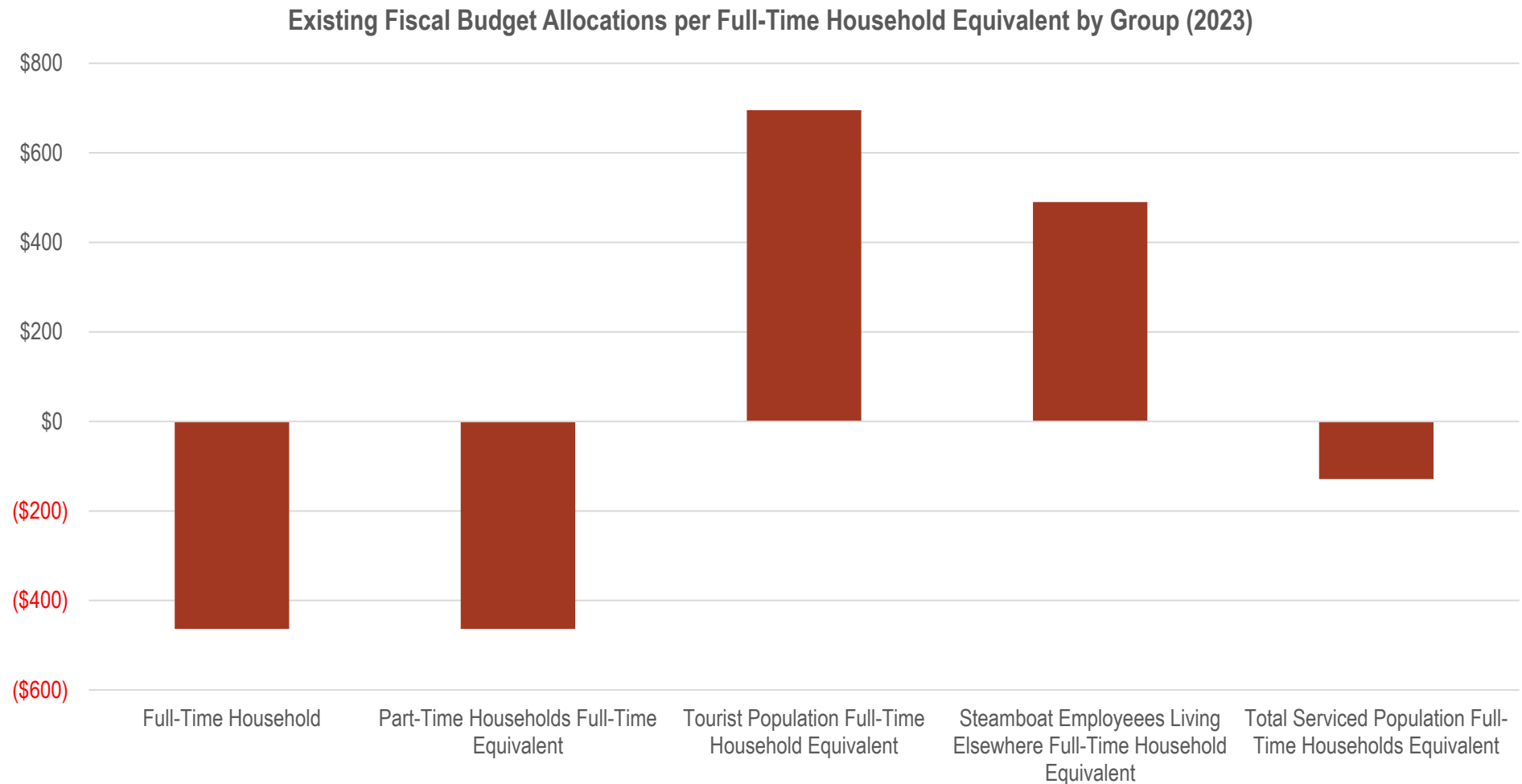
Attachment 1: Fiscal Impact Analysis Summary.

Attachment 2: RCLCO Fiscal Impact Analysis Presentation - to be provided in Rainbow packet.

ATTACHMENT 1

EXISTING CONDITIONS

BASED ON THE CURRENT CITY FUNDING MODEL, TOURISTS LARGELY DRIVE REVENUES, WHILE FULL-TIME HOUSEHOLDS ARE A NEGATIVE FISCAL IMPACT GIVEN GREATER SERVICE NEEDS



Source: Steamboat Springs; Yampa Valley Housing Authority; RCLCO 8.2

NET FISCAL IMPACT

THERE IS A RANGE OF IMPACT THAT BROWN RANCH COULD HAVE, DEPENDING ON THE LEVEL OF DEPARTMENT EXPANSION; RCLCO ANALYZED A RANGE OF SCENARIOS, FROM CITY EXPENSES PROVIDED, TO AN ASSUMPTION OF INCREASES SIMILAR TO BROWN RANCH'S PROPORTIONATE INCREASE IN HOUSEHOLDS AND SOME FIXED COSTS

Existing Dynamics			Scenario 1			Scenario 2			Scenario 3		
Key Expenses Comparison	Current Budget	Fiscal Impact per Full-Time HH	Assumption	At Full Build-Out (2040)	Avg Cost Per BR HH at Full Build Out	Assumption	At Full Build-Out (2040)	Avg Cost Per BR HH at Full Build Out	Assumption	At Full Build-Out (2040)	Avg Cost Per BR HH at Full Build Out
Streets Expense	\$4,165,345	\$418	Uses City Analysis Based on Lane Miles	\$577,450	\$255	Uses City Analysis Based on Lane Miles	\$577,450	\$255	Uses City Analysis Based on Lane Miles	\$577,450	\$255
Transit Expense	\$5,742,703	\$577	Uses City Analysis and Assumes New Bus Route	\$1,487,057	\$657	Utilizes Proportional Increase*	\$1,305,837	\$577	Utilizes Proportional Increase*	\$1,305,837	\$577
Police Services Expense	\$7,597,024	\$763	Uses City Analysis	\$2,773,709	\$1,225	Utilizes Proportional Increase*	\$1,727,493	\$763	Utilizes RCLCO Analysis*	\$857,991	\$379
Fire Services Expense	\$7,485,114	\$752	Uses City Analysis	\$1,595,885	\$705	Uses City Analysis Based on Fire Department Expected Needs	\$1,595,885	\$705	Utilizes RCLCO Analysis*	\$796,806	\$352
Parks & Recreation Expense	\$10,036,786	\$1,008	Utilizes RCLCO Analysis*	\$291,778	\$129	Utilizes RCLCO Analysis*	\$291,778	\$129	Utilizes RCLCO Analysis*	\$291,778	\$129
Total Revenues	\$51,844,438	\$5,480		\$3,133,881	\$1,384		\$3,133,881	\$1,384		\$3,133,881	\$1,384
Total Costs	\$53,110,169	\$5,943		\$7,879,203	\$3,480		\$6,651,768	\$2,938		\$4,983,188	\$2,201
Total Fiscal Impact per Full-Time Household	(\$1,265,731)	(\$463)		(\$4,745,322)	(\$2,096)		(\$3,517,887)	(\$1,554)		(\$1,849,307)	(\$817)

*Proportional increase implies expenses will increase will be proportional to household growth.

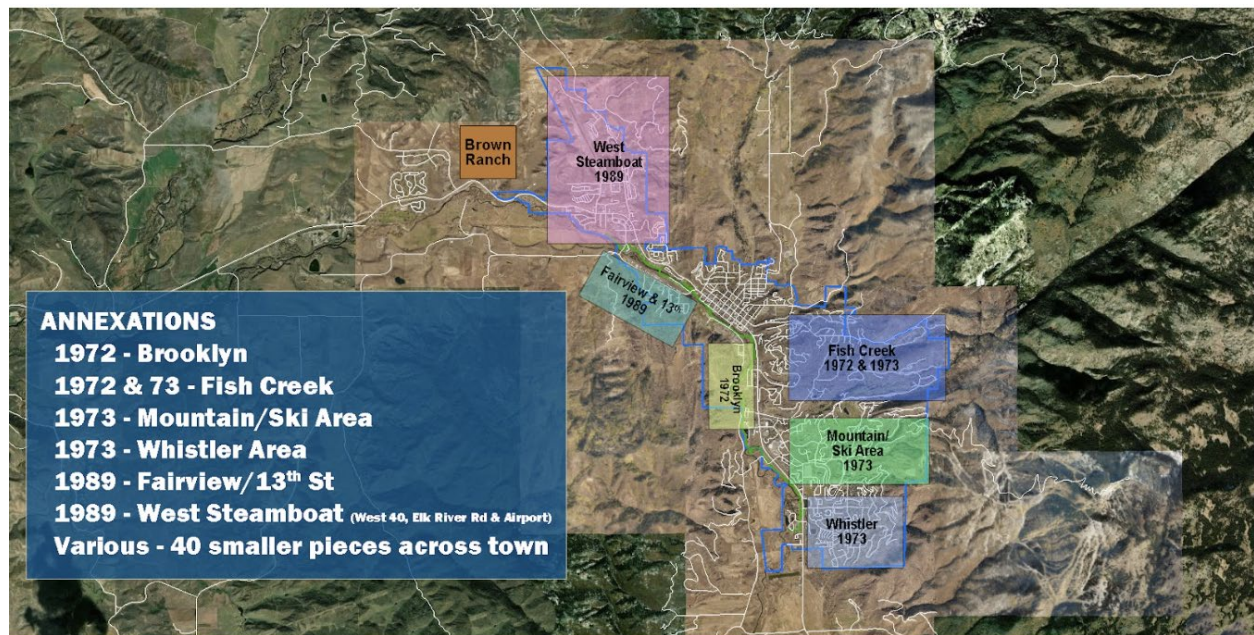
RCLCO Analysis assumes there are economies of scale; fixed and overhead costs will not increase with new development, and expenses increases will be lower less than new HH growth

RCLCO's analysis for parks utilizes a custom analysis to determine the cities current expense per-acre maintained and applies that to park acres expected at brown Ranch. Overhead and marketing expenses related to park were calculated using increase in households

Source: Steamboat Springs; Yampa Valley Housing Authority; RCLCO 8.3

AGENDA ITEM #12.

Rainbow BRAC Agenda #4



MEMORANDUM

TO: BRAC Committee Members
FR: Robin Schepper and Sheila Henderson
RE: BRAC Town Hall on May 4th
DA: May 7, 2023

The following is a brief summary of both BRAC town hall meetings held at the Steamboat Community Center on May 4th.

1. **Presentation:** The presentation mainly covered annexation and parks and recreation. The presentation for both meetings can be found here: <https://docs.google.com/presentation/d/124TyRVtV6bd-24IH9XrC4moUA9HPzzVxxzOwWBd5o6o/edit?usp=sharing>. The presentation will be posted on the Brown Ranch website here: <https://brownranchsteamboat.org/2023/03/29/brac-town-hall-may-4th-4pm-6pm/>

2. **Annexation Fact Sheet:** An Annexation fact sheet was developed for the meeting but will also be available on the BRAC website and the Brown Ranch website. We plan to use the annexation fact sheet at future community meetings. The fact sheet can be found here: https://docs.google.com/document/d/1ROy1r_s-d-DAmtn7mv2lEcZ3peBPvVlrjQbLAOMxmyg/edit?usp=sharing
3. **Attendance:** We had better attendance at the 4pm Town Hall than the 6pm Town hall. The numbers were approximately:
 - a. 4 pm: 30 people in person, eight online
 - b. 6 pm: 12 people in person, eight online
 - c. These numbers do not include YVHA and City staff
4. **Questions and Comments:** Here's a summary of questions and comments from both meetings.
 - a. Lindsey
 - i. Very important to have parks and recreation opportunities at BR
 - ii. SS needs an indoor facility and more turf fields
 - iii. Know that a protective factor for kids is to have trusted adults like coaches to protect against adverse behaviors, we need more locations for youth activities
 - b. Benjamin
 - i. Would like more indoor opportunities for soccer
 - ii. The Sports Barn is needed
 - c. Scott
 - i. Using the 2.7 number means we are expecting more families at the Brown Ranch
 - ii. Expect a high concentration of kids in the neighborhood
 - d. Jennifer
 - i. West side of town needs more recreation spaces
 - ii. Current gym space at all the schools is not adequate for the need
 - iii. SSSD is very generous, but we need more safe spaces for kids to recreate
 - e. Jack
 - i. Will the parks be built at the same time as the rest of the development?
 - ii. We have uncontrolled growth, always will have more needs with more growth, stop the growth
 - iii. If the Brown Ranch is built, it's over for Steamboat Springs
 - f. Lizzie
 - i. We need more places for volleyball practice, right now don't get home until 9:30 or 10pm and then have homework
 - ii. We need to Sports Barn
 - g. Tim
 - i. Commend the BR Community Development Plan for its open spaces

- ii. It's important to understand the quality of open spaces, not just the quantity
 - iii. The open spaces are important for wildlife migration and habitat preservation for the ecosystem
 - iv. BR is protecting Slate Creek area, which is a key area
- h. Angelica
 - i. Representing Young professional network at the Chamber (YPN)
 - ii. We are putting out a housing survey to our members
 - iii. I work for three jobs, but could not find anything affordable in Steamboat, bought in Stagecoach
 - iv. Our members are excited about the Brown Ranch as a prospect to rent or to own
- i. Tanner
 - i. Represent High Altitude Basketball
 - ii. Thanksful to School district for gym time, but we need more court time
 - iii. We could encourage more kids to play basketball if we had another venue like the Sports barn
 - iv. We need a space place for kids to play sports and recreate
- j. Celine
 - i. SSSD Superintendent
 - ii. We are able to attract teachers to move to Steamboat
 - iii. A common refrain, teachers accept a job in May or June and then just before school starts they cannot find housing and don't come to SS
 - iv. We need housing for our teachers and staff desperately
- k. Susie
 - i. Appreciate the courts and fields at SSSD, but we more for our kids
 - ii. Like other mountain communities, we need a true recreation center with a pool. When the Hot Springs goes under construction, our kids will have no place to swim.
- l. Vanessa
 - i. Was on the Brown Ranch Steering Committee
 - ii. Asked if all parks will be compliant with the Americans with Disability Act (ADA) (Angela Crosby, City Parks director said yes
 - iii. Emphasized that we need a Sports BAren year round for kids
- m. Irene
 - i. Representing Latin X
 - ii. Brown Ranch will provide safe and affordable community
 - iii. The workers of this community need housing
 - iv. It's important to have parks close to homes so kids can play close to home
- n. Debra
 - i. What is a regional park?

- ii. Angela Crosby explained that it is a 46 acre parks with playgrounds, ballfields and more, park of the City's parks plan.
- o. Charles
 - i. This sounds like a pep rally for the Brown Ranch
 - ii. Everyone I talk to does not want the annexation
 - iii. It's a mistake to make Steamboat bigger and bigger
- p. Dave
 - i. We are not getting an numbers on the costs
 - ii. Where is the business plan
 - iii. The relationships between the City and YVHA is not normal
- q. Jack
 - i. Will you put a vote to the people for annexation?
 - ii. What happened with the Overlook road area?
 - iii. What is the legal process for annexation?
 - iv. (Grady Suiter explained the options for City Council)
- r. Coach Joey
 - i. At Sleeping Giant, we are splitting the fields between the little and big kids
 - ii. A Sports Barn with two turfed fields would help soccer and other sports
 - iii. We need to create more indoor and outdoor sports opportunities
- s. Zana
 - i. Would love to have more outdoor turf fields
- t. Nathan
 - i. Our teams are struggling with fields, we need the sports barn
 - ii. It would be great to own and manage our own fields
- u. Barry
 - i. Represent the Crane Coalition
 - ii. We recognize the importance of housing and support it, but we are concerned about development in areas where cranes forage and live
 - iii. There is a well-known are next to County Road 42, a pond to the left that is a habitat for the Sandhill crane, it needs to be preserved and protected against development and dogs
 - iv. We need fencing and signage to protect the crane
- v. Chris
 - i. Can the City acquire land elsewhere for the regional park?
- w. David
 - i. Can see a detailed financial plan and fiscal impact?
 - ii. Is this good for Steamboat?
 - iii. Jason Peasley and Robin Crossan explained that both would be discussed at the May 10th meeting.
- x. Darrell
 - i. When is building going to stop?

- ii. We need more transparency
 - iii. What is the impact of the Brown Ranch?
 - iv. You are skating around a vote on annexation.
- y. Mike
 - i. In the last annexation vote in 2019, the vote won by 20% which shows there is a lot of support for annexation.

BROWN RANCH AFFORDABILITY MEASURES—

May 10, 2023

Rainbow BRAC Agenda #5
YVHA Presentation



Agenda —

- **Affordability Vision**
- **What is Affordable?**
- **Area Median Income (AMI) explained**
- **Achieving Affordability**
- **Maintaining Affordability**
- **Promoting Mobility**
- **Deed Restriction Development**



Affordability Vision —

The Community's Top Priority

“The Brown Ranch will provide affordable and attainable housing options for the Routt County Workforce in a timely and efficient manner that meets both the urgent and long-term need.”

100% Local Housing
NO Short-Term Rentals
NO Second Homes

Affordable Housing Commitment

- Local Workforce (including retirees) requirements for all units.
- Restrictions on every unit to achieve and maintain affordability (Community Affordability Agreement)
- Designed to promote mobility among affordable supply as life changes.

Project Economics and Stewardship Focus Team Framework

- Simplicity
- Affordability
- Mobility
- Wealth Building
- Communication

What is Affordable? —

Federal Standard < 30% of gross household income

- **Rent + fees + utilities**
- **Mortgage (PI) + taxes + insurance + HOA + utilities**

Other factors that determine personal affordability

- **Total income**
- **Household size**
- **Childcare**
- **Other debts (student loan, car loans, credit cards)**
- **Length of commute to work**
- **Life goals**

Area Median Income (AMI) Explained —

- Released annually by HUD through Colorado Housing and Finance Authority (CHFA)
- Uses tax return data to determine Median Income (50% above/50% below) for Routt County
- Percentages of Area Median Income are universally used to restrict rental rates and deed restriction qualifications
- Affordable Monthly Housing Payment calculated using 30% of Gross Monthly Income (before taxes)

<u>2022 AMI</u>	<u>30%</u>	<u>60%</u>	<u>80%</u>	<u>100%</u>	<u>120%</u>	<u>140%</u>	<u>200%</u>
Three Person Household Income	\$27,630	\$55,260	\$73,680	\$92,100	\$110,520	\$128,940	\$184,200
Single Person Household Income	\$21,510	\$43,020	\$57,360	\$71,700	\$86,040	\$100,380	\$143,400
Single Person Affordable Monthly Housing Payment	\$538	\$1,075	\$1,434	\$1,793	\$2,151	\$2,510	\$3,585
Occupation	Seasonal Lifty	Parks Tech	Bus Driver	Firefighter /EMT	Sworn Police Officer	Civil Engineer	IT 12.10 Manager

Achieving Affordability —

Land and Infrastructure Investments

- \$24M Land Donation
- Local, State, and Federal Grants
- Philanthropic Grants
- Short Term Rental Tax Grants

Vertical Development Subsidy

- Federal Low Income Housing Tax Credits (30%-80% AMI Rental)
- Federal Loan programs (80% AMI Rental)
- State Housing programs (30%-140% AMI Rental and For Sale)
- Local Housing programs (30%-250% AMI Rental and For Sale)

Down Payment Assistance Rental Assistance

Maintaining Affordability —

Community Affordability Agreement (for-sale)

- Sole Residency Requirement
- Short Term Rentals Prohibition
- Local Work Requirement
- Income Limits (AMI)
- Appreciation Cap

Land Use Restrictive Agreements (rental)

- Income Limits (AMI)
- Rental Appreciation Cap
- YVHA Property Management

Promoting Mobility —

Product Diversity

- Income limits (30%-250% AMI)
- Product type (apartments, condos, single-family attached, single-family detached)

Housing Support

- Homebuyer education
- Financial education
- Mortgage product support

Equity Building

- Tenant Equity Programs
- Down Payment Assistance
- Community Affordability Agreement: Home Improvement Allowance
- YVHA Non-Profit Real Estate Company

Development of Community Affordability Agreement —



Community Affordability Agreement (for-sale units)

- Worked with Williford, LLC
- Analysis of Community Land Trust model vs. deed restriction
- Workshops w/ peer communities, local lenders, real estate professionals, and aspiring homeowners.

Key Considerations:

- Ability to respond to local conditions w/long-term market dynamics in mind.
- Fairness & transparency at forefront.
- Four keys to maintaining affordability:
 - Resale price formula
 - Capital improvements formula
 - Re-sale transaction
 - HOA dues

Rainbow BRAC Agenda #5 Staff Presentation



YVHA Proposal¹:

- “...develop affordable and attainable housing for low- and moderate-income households and for the local workforce.”
- All units subject to restrictions (for-sale and rental):
 - Local employment (physically located in Routt Co.)
 - Primary residence
 - Income
 - Grant and tax credit requirements
 - Deed restriction (for sale units) – not provided yet
 - Use covenant (for rent units) – not provided yet
- Compliance with WSSAP
- Meet needs identified in Housing Demand Study (2021, and as updated)

12.16

¹Draft Annexation Agreement from YVHA, May 4, 2023

YVHA Proposal¹:

- 4.8 acres could be sold to 3rd party developer with NO restrictions
- Any other residential and nonresidential property conveyance would be subject to affordability or use restrictions

- What elements of restrictions are needed / desired?
- Long-term restrictions on grant and tax-credit financed units after initial affordability period?
- Purpose of the 4.8-acre exception?

BROWN RANCH SUSTAINABILITY MEASURES—

May 10, 2023

Rainbow BRAC Agenda #6
YVHA Presentation



Agenda—

1. Community Engagement
2. Sustainability Framework
3. Alignment with Climate Action Plan
4. Implementation
 - a. Brown Ranch Energy Master Plan
 - b. Slate Creek Restoration
 - c. Design Guidelines



Community Priority —

“The Brown Ranch will provide quality housing that is sustainable yet flexible, modern, efficient, safe, healthy, environmentally responsible, and in harmony with existing natural systems.”

- Second Guiding Principle of Brown Ranch

Sustainability Focus Team

- 6 meetings
- Significant community input

Local, State, National Experts

- Yampa Valley Sustainability Council
- Community Wildfire Planning Center
- Mithun
- Page

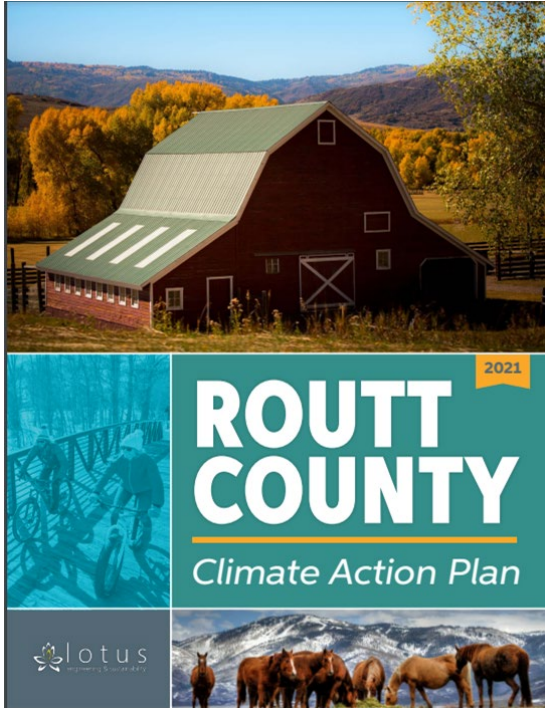


The Sustainability Vision —



Relevant Documents & Standards —

Local



Rating Systems



Health Equity —



Green Communities Criteria & Certification

The Standard for Sustainable Futures

1.5 Design for Health and Well-Being: Health Action Plan

Follow Steps 1-6 of the Health Action Plan framework per the full criterion. *[12 points with extra 3 points for Step 7]* This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.



ECOSYSTEM

Create and steward biodiverse, interconnected habitats within and beyond project boundaries.

ENERGY

Design spaces that are healthy, comfortable and affordable for the lifetime of the building while using extremely little energy.

MATERIALS

Build with foresight, avoiding known harmful substances, encouraging transparency, and using life cycle assessment.

RESILIENCE

Plan and design for emergencies and for vulnerabilities associated with the long-term effects of climate change.

WATER

Conserve and protect all water resources by optimizing building, infrastructure, and site systems.

WELLNESS

Plan and design the built environment for the physical, mental, and social well-being of all.

SUSTAINABLE DESIGN GUIDEPOSTS AND STRATEGIES

Bringing together what we heard from the entire community—Steering Committee vision and guiding principles, Focus Team principles, targeted outreach to traditionally unheard voices, and consultant team research and recommendation—these guideposts and strategies directly shape the physical design of the project.

INCLUSIVE AND EQUITABLE COMMUNITY

Supporting housing choices for all, serving the highest need, and creating accessible community resources and gathering places:

- Design blocks with lot size flexibility to accommodate multiple types of housing.
- Locate highest density blocks with active ground floor uses in greatest proximity to amenities and transit.
- Provide direct access to resources and open space amenities through greenway and trail network.
- Distribute housing types equitably throughout the neighborhoods, with a mix of Multi-Family, Single-Family Attached, and Single-Family Detached with Accessory Dwelling Units (ADUs) on every block.

WALKABLE, BIKEABLE, AND TRANSIT FIRST COMMUNITY

Supporting healthy, active lifestyles, connected communities, and a low carbon future:

- Create a redundant, gridded mobility network with multiple options.
- Minimize parking and create alley-accessed parking with ADUs above.
- Minimize vehicle lane widths for slower speeds and include bike lanes on all minor streets.
- Limit through traffic to a single road.
- Aggregate surface parking into parcels that can transition to housing in the future.
- Design greenways for north-south connections to the core trail and community resources.

SAFE AND RESILIENT COMMUNITY

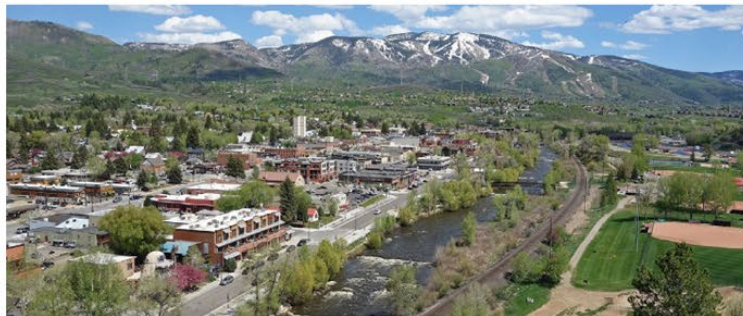
Responding to climate, safety, and health:

- Orient blocks north/south to maximize solar exposure and opportunity for solar energy generation.
- Use open space and greenway network to capture and manage stormwater and create and restore habitats.
- Edge open spaces with service-accessible trails and roads to maximize fire resilience.

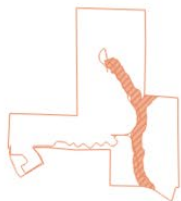
CONTEXT CONNECTED

Rooted in the site, surrounding nature and the greater Steamboat Springs community:

- Villages respond to special places on the site – Slate Creek, key viewsheds, and drainages.
- Prioritize the multimodal trail connections throughout the site.
- Create visual connections to the landscape beyond the site.
- Use alleys to support old town character and maximize efficiency.
- Promote arts and culture integration throughout the community.

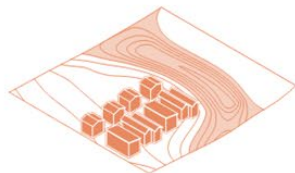


BIG MOVES: COMMUNITY-CENTERED ORGANIZING DESIGN CONCEPTS



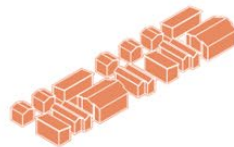
USE SLATE CREEK AND THE MULTIMODAL TRAIL AS THE BACKBONE OF BROWN RANCH

The north-south Slate Creek corridor acts as the primary pedestrian and open space backbone to the Brown Ranch development. Neighborhood cores lead to this green spine, and primary public open spaces within it are stitched together by pedestrian trails through restored riparian zones, organizing the north-south connections on site.



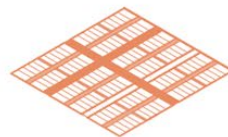
FORM DEVELOPMENT AREAS TO RESPOND TO SITE CHARACTER, TOPOGRAPHY, AND VIEWS

Block shapes and locations react to the unique site topography, character, and views. Beyond avoiding steep slopes, each neighborhood embraces its unique location, whether surrounded by flatlands, nestled adjacent to the riparian corridors or perched within upland hills. East-west views towards the ski mountain and north-south views towards Emerald Mountain are reinforced by the neighborhood grid orientation.



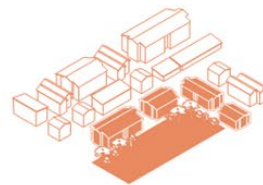
DESIGN A WIDE VARIETY OF HOUSING TYPES, EQUITABLY MIXED THROUGHOUT THE DEVELOPMENT

Each block throughout the development contains an equitable mix of housing types. Mixing a wide variety of housing types throughout the site creates a compact, diverse, and walkable neighborhood that can meet the urgent housing demand and critical health equity goals.



FOLLOW A "GRIDS AND GREENWAYS" MOBILITY NETWORK

The site plan follows a specific grid pattern to allow for increased mobility and redundancy for pedestrians and cars. The grid pattern allows for smaller, safer streets while creating easier access and a better pedestrian experience. Alternating roads and greenways allow a maximum number of units to front public open space and connect to the broader trail network.



CREATE A HEART IN EVERY NEIGHBORHOOD: VIBRANT MIX OF USES AND GATHERING

Each neighborhood region has a central "heart," with an active mixed-use zone that includes community spaces, retail, live-work units, and services, with housing above. Each of these neighborhood cores have access to transit and are along streets that lead directly to larger community parks and open space.



MAXIMIZE SUSTAINABLE DESIGN OPPORTUNITIES

The plan creates sustainable design opportunities across scales. Block orientation and parcel layout maximize solar access, capture prevailing breezes for passive ventilation opportunities, and prioritize shading to mitigate heat. Greenways and open spaces encourage sustainable transit while facilitating storm water strategies, and building and open space principles limit resource use.

Compact, Site Responsive Development —

- Minimize Development Footprint
- Maximize Open Space
- Enhance walkability
(reducing reliance on cars)
- Support community connectivity



SUSTAINABILITY FRAMEWORK

DEVELOPMENT PLAN SCALE

Sustainability recommendations are sprinkled throughout the Development Plan. This section consolidates these recommendations into a sustainability framework to guide future work and evaluate the plan with specific sustainability rating systems.

ECOSYSTEM

1. Provide a network of open space with minimal interruption by roadways and development to allow for wildlife movement.
2. Preserve and restore riparian corridors.
3. Develop dark sky guidelines (if zoning code criteria is not sufficient for habitat considerations).
4. Develop pollinator pathway strategies.

ENERGY & ATMOSPHERE

5. Design the street grid to maximize southern exposure for a majority of roofs and shared spaces (north-south blocks with east-west lots).
6. Collaborate with Yampa Valley Electric Association (YVEA) or other energy partners on energy delivery models that allow developments to maximize local solar

production and potential for battery storage.

7. Innovative technologies: Collaborate with energy partners to explore geoechange and other leading technologies for energy efficiency.
8. Strive for zero carbon energy using all-electric building systems.
9. Optimize and plan for electric transportation and the potential for bi-directional energy transfer.
10. Establish Peak Load Management strategies to eliminate over-building of systems.
11. Install Smart Meter Hubs to help track energy usage and target energy efficiency measures.
12. Create shading strategies for streets and paved areas to reduce heat islands.
13. Provide parking under buildings wherever possible to reduce heat islands.
14. Create a dust mitigation and stormwater quality plan for all stages of construction, particularly grading, to support air quality and ecosystem health.



SUSTAINABILITY FRAMEWORK

DEVELOPMENT PLAN SCALE

RESILIENCE

15. Establish wildfire setbacks (see Fire Resilience).
16. Use Fire Smart building materials & landscapes.
17. Replace some roadways with greenways to minimize heat islands (and support the open space network).
18. Provide space for community gardens.
19. Provide a market with affordable, healthy food options.
20. Establish a Community Emergency Preparedness Plan and identify Community Resilience Hubs that can operate independently of grid shutdowns.

WATER

21. Limit irrigation water to public spaces only. Limit new turf to areas where turf is needed for a public function (no decorative turf).
22. Use drought tolerant native and adaptive landscapes throughout the development.
23. Explore the potential for adaptive reuse of water (grey-water), especially for irrigation.
24. Integrate stormwater strategies with creek restoration to achieve water quality and channel protection goals.

MATERIALS

25. Minimize material use throughout Brown Ranch using compact development models.
26. Develop strategies for the horizontal infrastructure plan that prevent the need for rebuilding roads or walkways to accommodate later phase vertical development.
27. Use materials with the lowest embodied carbon possible.
28. Minimize waste by developing recycling infrastructure.
29. Create a community composting strategy.

WELL-BEING

30. Provide a range of services and gathering spaces, in neighborhood "hubs" on site to support community.
30. Provide access to services and community spaces with a multi-modal transit network.
31. Prioritize pedestrian, bicycle and transit mobility through trail networks & street design.
32. Mix housing typologies equitably on each block and in each neighborhood.
33. Provide access to open space from all homes.



SUSTAINABILITY FRAMEWORK BUILDING SCALE

ECOSYSTEM

- Require dark sky lighting design for all buildings and sites.
- Create a pollinator pathway plan to be implemented at the building scale.
- Collaborate with schools or community groups to build bat or owl boxes on site.

ENERGY & ATMOSPHERE

- Require energy efficient buildings that target net-zero on an annualized basis for all vertical development:
 - Energy-efficient building envelopes.
 - Energy-efficient fixtures and building systems.
 - Maximize passive solar, PV, and natural ventilation for all vertical development.
 - Provide ceiling fans and/or whole hose fans to facilitate cooling without the use of energy intensive air conditioning units.
 - Consider filtration strategies sufficient to address smoke during wildfire events.
- Prioritize all-electric buildings to allow for future zero-carbon energy strategies.

WATER

- Buildings should be designed to meet the highest standards for indoor water efficiency:
 - Use low-flow fixtures for all buildings.
 - Minimize installation of hose-bibs to discourage outdoor water use.
 - Minimize water waste while waiting for hot water by using on-demand water heaters, loop systems, or water-saving levers on faucets and shower heads.
 - Consider rain barrels for irrigation, car washing, etc. Note: Maintenance program required to prevent mosquito breeding and algae.
- Prevent irrigation of private open spaces in Single-Family Attached and Single-Family Detached homes. Limit irrigation in multi-family buildings.
- Use drought-tolerant native and adaptive

landscapes throughout the site. Explore the potential adaptive reuse of water (grey-water).

RESILIENCE

- Identify community spaces that can be used as "resilience hubs" in a climate emergency.
- Use fire smart building materials and landscapes where possible.
- Provide AC for all homes to allow for cooling and ventilation on days with poor air quality.
- Require emergency preparedness programs for all multi-family buildings.
- Require shading on all parking areas to reduce heat islands.

MATERIALS

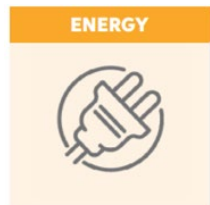
- Use materials with the lowest embodied carbon possible.
- Minimize waste by providing recycling infrastructure at the building scale for all multi-family buildings.
- Require composting for all yard waste at a minimum. Target food waste composting goals aligned to the community composting strategy.
- Promote good indoor air quality by using

materials with no off-gassing, and providing resilient surfaces throughout multi-family buildings.

WELLBEING

- Provide robust bike parking in all multi-family housing, sufficient for bike trailers, extracycles, wagons, and stroller storage.
- Provide dog and bike washing stations in multifamily buildings to minimize tracking of dirt and mud through the building.
- Provide "irresistible stairs" connecting lobbies to upper levels of multi-family and mixed-use buildings to encourage walking and minimizing elevator energy use.
- Provide welcoming gathering places within multi-family buildings to encourage community building.
- Identify spaces within multi-family buildings that can serve as larger community resources including:
 - Resilience hubs
 - Bike repair stations and bottle fillers
 - Community meeting space
 - Community-centered non-profit space

Alignment with Routt County CAP —



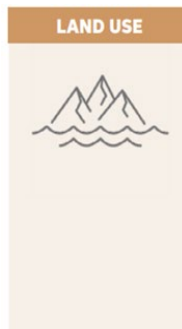
- Increase adoption of renewable/clean energy sources
- Increase energy efficiency



- Reduce VMT
- Support adoption of EVs
- Reduce SOV travel



- Increase waste diversion



- Promote land management practices
- Promote water conservation
- Promote compact development patterns



- Consume products with low embodied carbon
- Develop green markets



- Align with Community Plans
- Carry out educational programs in support of CAP

Implementation —

Steps to date:

- **BR Energy Master Plan**
- **Slate Creek restoration concept design**

Next Steps:

- **Brown Ranch Health Equity, Sustainability, and Resiliency Design Guidelines**

Energy Master Plan —

Purpose

Evaluate site-wide energy delivery and building mechanical systems

Metrics:

- First cost
- Life-cycle cost to resident
- Life-cycle cost to development
- Energy usage & carbon emissions
- Social cost of carbon
- Risk assessment

Model high use of electric vehicle charging

Table 3-2

System Descriptions

Short Name / Chart Label	System Description
Baseline (Traditional)	Dual Fuel Air Source Heat Pumps with Natural Gas Backup and all Electric Appliances <i>Code Required Minimum Efficiency</i>
Option 1 (Efficient Traditional)	High Efficiency Dual Fuel Air Source Heat Pumps with Natural Gas Backup and all Electric Appliances
Option 2 (Traditional Electric)	All Electric with Resistance Heating and A/C
Option 3 (All Electric)	All Electric with Air Source Heat Pumps and Resistance Heating Backup
Option 4 (Individual Geothermal)	Individual Building Water Source/Geothermal Heat Pumps
Option 5 (Community Geothermal)	Community Geothermal Grid

Energy Master Plan —

Key Conclusion:

With respect to upfront cost*, life cycle cost, and carbon emissions, community geothermal is at the intersection of affordability and sustainability.

Read the full [Energy Master Plan!](#)

* Though geothermal has the highest upfront cost, the [Inflation Reduction Act \(IRA\) Alternative Energy Tax Credits](#) are anticipated to offset upfront costs. BR geothermal should qualify for 50% non-competitive Investment Tax Credit (direct payment).

Figure 5-6
Life Cycle Cost Summary over 30 Years



Slate Creek Restoration —



Purpose

To protect Slate Creek and minimize impacts to the ecosystem and watershed during and following the development of Brown Ranch.

- Open RFP for concept-level restoration plan.
- Convene stakeholders to evaluate community priorities and evaluate restoration treatments.
- Integrate Slate Creek restoration plan into infrastructure engineering/design and parks plan.

Health Equity, Sustainability, and Resiliency Design Guidelines —

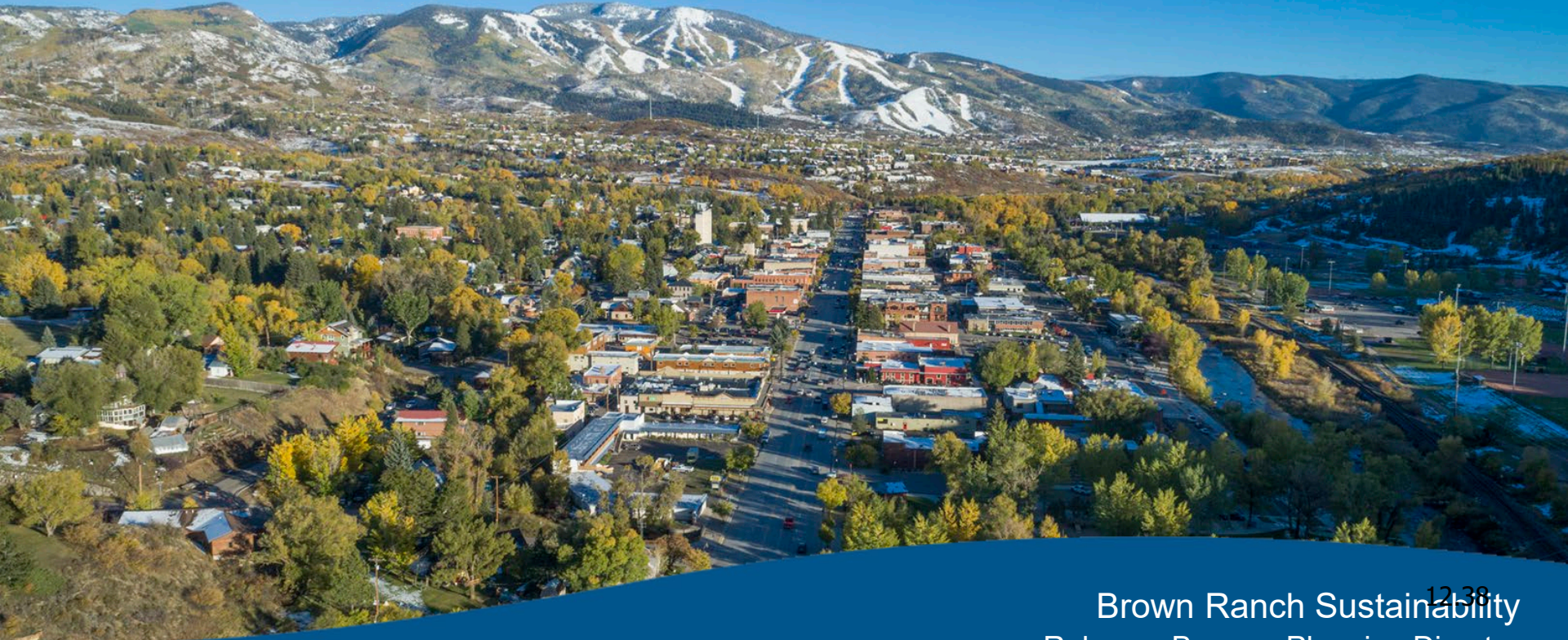
Purpose

To provide a local accountability & regulatory framework above and beyond City regulations, to be used in conjunction with green building standards.

- Includes wildfire resiliency strategies.
- Ensures vertical construction for all building types performs according to the energy model and cost calculations in Energy Master Plan.
- Provides flexibility & responsiveness to changing conditions and technology.



Rainbow BRAC Agenda #6 Staff Presentation



YVHA Proposal¹:

- “...sustainability framework in the Brown Ranch Community Development Plan with sustainable design considerations at both the development scale and building scale.”
- Health Equity, Resiliency, and Sustainability Design Guidelines with minimum criteria aligned with Climate Action Plan
- Exploring and innovating when feasible
- Optimizing and planning for EV and bike transportation
- Preserving and restoring Slate Creek riparian corridor

- When and how are Health Equity, Resiliency, and Sustainability Design Guidelines developed? Does City have a role?
- How are guidelines enforced?
- Does Council want more specific requirements in the Annexation Agreement?

Rainbow BRAC Agenda #8

DRAFT MEMORANDUM

To: Kim Weber, Finance Director, City of Steamboat Springs
and Brown Ranch Annexation Committee

From: Brian Duffany and Colton Harguth

Subject: Comments on Brown Ranch Fiscal Impact Analysis

Date: May 8, 2023

Over the past 6 weeks EPS has been working with City Staff and the Yampa Valley Housing Authority's consultant, RCLCO, to conduct a peer review of the fiscal impact analysis of Brown Ranch prepared by RCLCO. Overall we find that the analysis meets the professional standards for this type of work and makes reasonable estimates of the fiscal impacts of the proposed annexation. The draft analysis submitted May 5, 2023 reflects numerous comments and revisions from EPS and City staff, summarized in this memorandum.

This memorandum is divided into three sections with the following information.

- Overview of Fiscal Impact Analysis (FIA) and its use
- Summary of comments and revisions
- Factors that affect the results, including status of Annexation Agreement

The Economics of Land Use



*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Denver
Los Angeles
Oakland
Sacramento*

www.epsys.com

Overview and Limitations of Fiscal Impact Analysis

FIA is an economic analysis and land use planning tool that estimates the municipal revenues and costs resulting from changes in land use and real estate development. FIA compares the revenues generated by new development to the costs of public services required to serve new development to estimate the annual net fiscal impact to a city.

The costs and revenues from new development are a combination of direct on-site project revenues and costs and revenues and costs that are generated off-site. Some revenues and costs are therefore easier to estimate and can be quantified with greater accuracy. Revenues such as property taxes and sales taxes can be quantified most accurately from project data on expected real estate values and established methods for estimating household spending, or sales per square foot factors for retail space. Other minor city revenues such as charges for services and fees need to be estimated using factors and estimates developed from the budget (i.e. an “average cost” method using per capita or per-household factors).

The annual operating cost side of a FIA is more difficult to estimate because the cost of services is a mix of on- and off-site impacts. Road maintenance costs, for example, can be easily estimated using the number of miles of road proposed in a development and the City’s typical maintenance costs per mile. Public safety costs (e.g. police and fire) are often more dispersed throughout the community and therefore need to be estimated with average cost techniques. A FIA therefore contains numerous estimates and assumptions.

EPS believes that FIA is a useful tool but that it needs to be used with an understanding of its limitations.

- **FIA is best used to compare scenarios or alternatives.** The end result of a FIA is a number (positive or negative) with the estimated annual fiscal impact to the General Fund. The numerous estimates and assumptions required in a FIA can result in a large margin of error. It is therefore useful to look at different scenarios for comparison. RCLCO has also estimated the impact of a typical household in their analysis, which is helpful in providing context.
- **A city’s budget and tax structure has a major influence on fiscal impact.** The net fiscal impact of a proposed development is the product of a city’s tax rates, cost recovery fees, service standards, and the numerous related policies embedded in the budget and tax structure. The net fiscal impact is not always unique to the single project being analyzed. In other words, if a negative fiscal impact is projected, other similar development in the community may also have a negative impact.
- **Fiscal impact analysis should not be the only criterion for making land use decisions.** Communities should consider how a project meets other policy goals, such as affordable and workforce housing, in addition to its fiscal impact. The FIA only estimates the direct impacts of the development. It does not quantify other benefits such as reducing housing cost burdens, reducing commuting distances, and building community fabric.

Comments and Revisions

This sections summarizes the major comments from EPS and City staff and RCLCO's response.

Net new population and de-doubling

RCLCO and YVHA suggest that not all of the population in Brown Ranch will be a net new increase to the City. The reasoning is that many households are "doubled up" with roommates to share housing costs and as a result of overcrowding, and Brown Ranch would provide more options for people to move out of doubled up and unaffordable housing situations. The biggest question though is what would happen to the housing units where people "un-double". Would they just get backfilled by other new Steamboat residents; would they get converted to STRs and second homes?

This question is difficult to answer, but we agree with RCLCO and YVHA that some adjustment should be made to acknowledge that not all of the new residents in Brown ranch will be new to the City. This is important because it affects the City's cost of services.

The first draft reviewed by EPS and City staff had an estimate that about 50 percent of the project population would be net new. EPS reviewed the methodology and assumptions and proposed revisions that resulted in approximately 80 percent net new population. RCLCO agreed with EPS' suggestions and incorporated them into the fiscal model. The result is 2,264 housing units and 1,854 net new households (population of 5,006 using an average household size of 2.7). (Note: The RCLCO model is built around households rather than population.)

Sales tax generation

- The model appropriately credits new households for their spending and associated sales tax captured and generated in the City.
- EPS and Staff advised RCLCO to remove any credit of net new sales tax resulting from new retail and mixed-use space in the project. The type of space proposed would not be unique to Steamboat and therefore would not generate any significant sales inflows or reduce spending by residents in areas outside of Steamboat (spending leakage).

Household equivalencies

- RCLCO's model is structured around a cost per household. Some of the project and model factors needed to be converted to an equivalent household, mainly tourist days (apply visitors per unit factors) and employees (apply earners per household factor). RCLCO made the appropriate revisions.

Various budget line items

- EPS and RCLCO reviewed detailed budget line items together and made several minor changes to how costs and revenues were allocated.

Police costs

- EPS and Staff discussions resulted in the recommendation that RCLCO use just the patrol increase costs, not including increases to administration and other functions such as animal control. The resulting annual cost is \$2.7 million per year for 12 new patrol officers.

Fire costs

- RCLCO has incorporated the Fire Departments estimated service costs comprised of staffing a new fire station, with a percentage allocated to Brown Ranch based on the current and projected call volume in West Steamboat. EPS agrees with this approach.

Parks costs

- The cost of constructing and maintaining parks and trails could have a large range. The current version of the FIA assumes that the City's parks and recreation expenditures will increase proportionally with population at Brown Ranch, resulting in an annual cost to the City of \$129 per household or \$292,000 per year. Another scenario that was evaluated included 70 acres of parks and 125 acres of open space maintained by the City at an annual cost of \$186,000.
- EPS suggests that this number be refined when the annexation agreement is finalized to define how much and what types of park, open space, and recreation facilities will be at Brown Ranch and who will pay for the construction and maintenance.

Factors that affect results

RCLCO has estimated in this draft that the project's net fiscal impact will range from -\$1,554 to -\$2,096 per household at buildout in Scenarios 1 and 2, respectively. Scenarios 1 and 2 use primarily City estimates for Streets, Transit, Police, and Fire, and RCLCO/YVHA estimates for Parks costs.

The Police department has the highest projected costs with 12 new officers in Scenario 1, with a cost of \$1,200 per household, and a cost of \$760 per household in Scenario 1 (cost increase proportional to increase in households). Transit is estimated to cost \$577 to \$657 per household, and Fire is estimated to cost \$705 per household. Streets maintenance is estimated at \$255 per household.

Some key budget and City policy factors affect the results and should be considered in interpreting the FIA.

Steamboat Springs does not have a general operating property tax

The City eliminated its property tax many years ago out of concerns over the impacts to non-residential property owners who would pay higher taxes on the same assessed value due to the Gallagher Amendment. City policy has been to use sales and lodging tax generated largely by visitors to cover services costs. Since Brown Ranch does not generate overnight tourist visitors, it does not have the same level of sales tax generation as a hotel or condohotel, for example, and there is no property tax to offset service demand from local residents.

It is therefore likely for example, that an infill development in Steamboat deed restricted to full time residents would also have a negative fiscal impact on an operating basis. The capital infrastructure impacts of an infill project would be less however, when compared to Brown Ranch.

Tax exempt status

Some of the development may seek tax exempt status as public affordable housing and therefore be exempt from sales and use tax. This would lower the revenues allocated to capital costs. With no operating property tax, property tax revenues to the City would not be affected.

Free transit service

The City has a policy to provide fare-free transit. Therefore, there is no cost recovery on transit operating costs. While most transit systems recover only a small percentage of operating costs with fares, the absence of a fare increases the fiscal impact gap.

Dedications and Annexation Agreement

The Annexation Agreement for Brown Ranch has not been finalized. There are many details which could affect the FIA results. One of the biggest factors will be the specific acreage of parks and miles of trails, whether they will be dedicated to the City, and who will be responsible for the construction and maintenance costs. The FIA should be re-evaluated during the Annexation Agreement negotiations as these decisions could have a large effect on the fiscal impact, positive or negative.

Potential mitigation measures

Related to the Annexation Agreement, no potential measures to mitigate the fiscal impact have been discussed yet. These could include:

- An HOA to maintain certain amenities (parks, trails) and roads.
- A Title 32 Metropolitan District to maintain public facilities.
- A mill levy towards City operations costs via a special district.
- A Real Estate Transfer Assessment as a voluntary covenant on property.

BROWN RANCH SUSTAINABILITY STRATEGIES—

May 10, 2023

Rainbow BRAC Agenda #6
Final YVHA Presentation



Agenda—

1. Community Engagement
2. Sustainability Framework
3. Alignment with Climate Action Plan
4. Implementation
 - a. Brown Ranch Energy Master Plan
 - b. Slate Creek Restoration
 - c. Design Guidelines



Community Priority —

“The Brown Ranch will provide quality housing that is sustainable yet flexible, modern, efficient, safe, healthy, environmentally responsible, and in harmony with existing natural systems.”

- Second Guiding Principle of Brown Ranch

Sustainability Focus Team

- 6 meetings
- Significant community input
- Led by Sarah Jones (Sustainability at Steamboat Ski Resort) and Patrick Staib (CMC Faculty in Sustainability Studies)

Local, State, National Experts

- Yampa Valley Sustainability Council
- Community Wildfire Planning Center
- Mithun
- Page

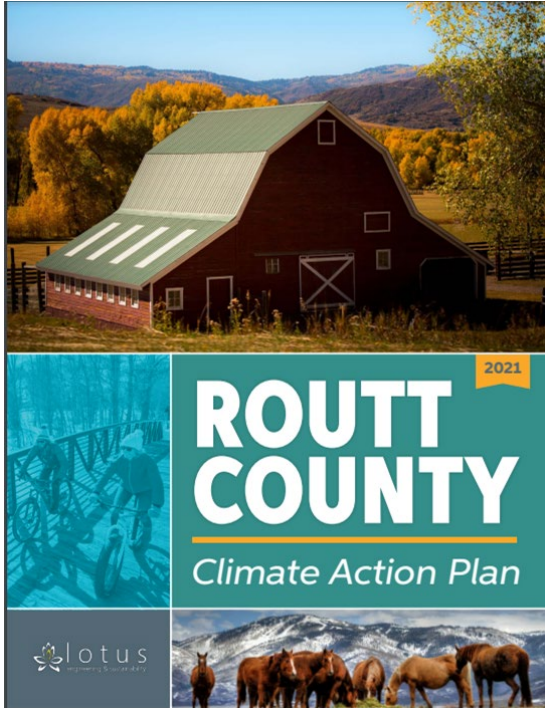


The Sustainability Vision —



Relevant Documents & Standards —

Local



Rating Systems



Health Equity —



Green Communities Criteria & Certification

The Standard for Sustainable Futures

1.5 Design for Health and Well-Being: Health Action Plan

Follow Steps 1-6 of the Health Action Plan framework per the full criterion. *[12 points with extra 3 points for Step 7]* This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.



ECOSYSTEM

ENERGY

MATERIALS

RESILIENCE

WATER

WELLBEING

Cross-cutting themes:

- Follows the Climate Action Plan and Water Conservation Plan
- Concentrated density with shared resources
- Community-scale systems that can prepare for future climate conditions
- Find management and stewardship partnerships

- MEANINGFUL open space that
 - Creates riparian corridors
 - Allows for wildlife movement
 - Maintains habitats for wildlife

- Smallest carbon footprint that
 - Provides long-term affordability and energy security for residents
 - Has the lowest life-cycle costs

- Building materials are healthy & affordable for the lifetime of the building with a focus on
 - Durability
 - Zero Waste

- Community is both climate and socially resilient by
 - Including wildfire resilient design and building
 - Preparing for increased temperature
 - Preventing food deserts

- Low flow, minimal water use development with
 - Adaptive reuse of water
 - Building designs that minimize water use
 - Little water use in homes and landscaping

- Ensure wellness through access to community resources & essential services with
 - Transportation infrastructure that prioritizes walkability
 - Connections to the environment and outdoor activities
 - Healthy buildings with good indoor air quality

12.52

SUSTAINABLE DESIGN GUIDEPOSTS AND STRATEGIES

Bringing together what we heard from the entire community—Steering Committee vision and guiding principles, Focus Team principles, targeted outreach to traditionally unheard voices, and consultant team research and recommendation—these guideposts and strategies directly shape the physical design of the project.

INCLUSIVE AND EQUITABLE COMMUNITY

Supporting housing choices for all, serving the highest need, and creating accessible community resources and gathering places:

- Design blocks with lot size flexibility to accommodate multiple types of housing.
- Locate highest density blocks with active ground floor uses in greatest proximity to amenities and transit.
- Provide direct access to resources and open space amenities through greenway and trail network.
- Distribute housing types equitably throughout the neighborhoods, with a mix of Multi-Family, Single-Family Attached, and Single-Family Detached with Accessory Dwelling Units (ADUs) on every block.

WALKABLE, BIKEABLE, AND TRANSIT FIRST COMMUNITY

Supporting healthy, active lifestyles, connected communities, and a low carbon future:

- Create a redundant, gridded mobility network with multiple options.
- Minimize parking and create alley-accessed parking with ADUs above.
- Minimize vehicle lane widths for slower speeds and include bike lanes on all minor streets.
- Limit through traffic to a single road.
- Aggregate surface parking into parcels that can transition to housing in the future.
- Design greenways for north-south connections to the core trail and community resources.

SAFE AND RESILIENT COMMUNITY

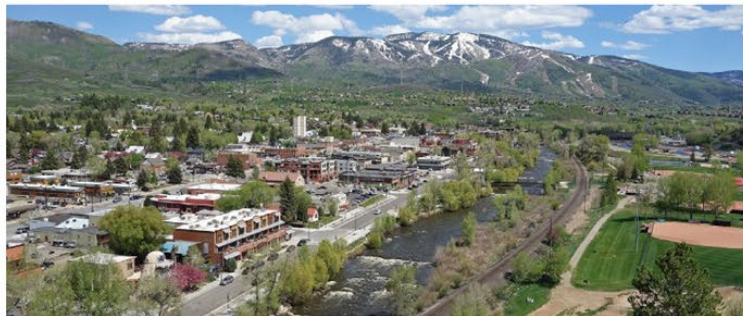
Responding to climate, safety, and health:

- Orient blocks north/south to maximize solar exposure and opportunity for solar energy generation.
- Use open space and greenway network to capture and manage stormwater and create and restore habitats.
- Edge open spaces with service-accessible trails and roads to maximize fire resilience.

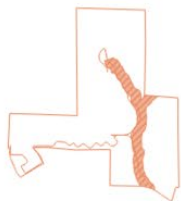
CONTEXT CONNECTED

Rooted in the site, surrounding nature and the greater Steamboat Springs community:

- Villages respond to special places on the site – Slate Creek, key viewsheds, and drainages.
- Prioritize the multimodal trail connections throughout the site.
- Create visual connections to the landscape beyond the site.
- Use alleys to support old town character and maximize efficiency.
- Promote arts and culture integration throughout the community.

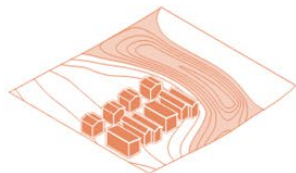


BIG MOVES: COMMUNITY-CENTERED ORGANIZING DESIGN CONCEPTS



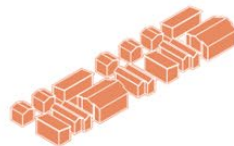
USE SLATE CREEK AND THE MULTIMODAL TRAIL AS THE BACKBONE OF BROWN RANCH

The north-south Slate Creek corridor acts as the primary pedestrian and open space backbone to the Brown Ranch development. Neighborhood cores lead to this green spine, and primary public open spaces within it are stitched together by pedestrian trails through restored riparian zones, organizing the north-south connections on site.



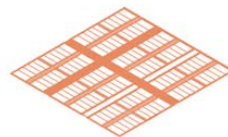
FORM DEVELOPMENT AREAS TO RESPOND TO SITE CHARACTER, TOPOGRAPHY, AND VIEWS

Block shapes and locations react to the unique site topography, character, and views. Beyond avoiding steep slopes, each neighborhood embraces its unique location, whether surrounded by flatlands, nestled adjacent to the riparian corridors or perched within upland hills. East-west views towards the ski mountain and north-south views towards Emerald Mountain are reinforced by the neighborhood grid orientation.



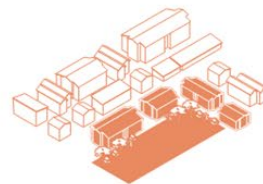
DESIGN A WIDE VARIETY OF HOUSING TYPES, EQUITABLY MIXED THROUGHOUT THE DEVELOPMENT

Each block throughout the development contains an equitable mix of housing types. Mixing a wide variety of housing types throughout the site creates a compact, diverse, and walkable neighborhood that can meet the urgent housing demand and critical health equity goals.



FOLLOW A "GRIDS AND GREENWAYS" MOBILITY NETWORK

The site plan follows a specific grid pattern to allow for increased mobility and redundancy for pedestrians and cars. The grid pattern allows for smaller, safer streets while creating easier access and a better pedestrian experience. Alternating roads and greenways allow a maximum number of units to front public open space and connect to the broader trail network.



CREATE A HEART IN EVERY NEIGHBORHOOD: VIBRANT MIX OF USES AND GATHERING

Each neighborhood region has a central "heart," with an active mixed-use zone that includes community spaces, retail, live-work units, and services, with housing above. Each of these neighborhood cores have access to transit and are along streets that lead directly to larger community parks and open space.



MAXIMIZE SUSTAINABLE DESIGN OPPORTUNITIES

The plan creates sustainable design opportunities across scales. Block orientation and parcel layout maximize solar access, capture prevailing breezes for passive ventilation opportunities, and prioritize shading to mitigate heat. Greenways and open spaces encourage sustainable transit while facilitating storm water strategies, and building and open space principles limit resource use.

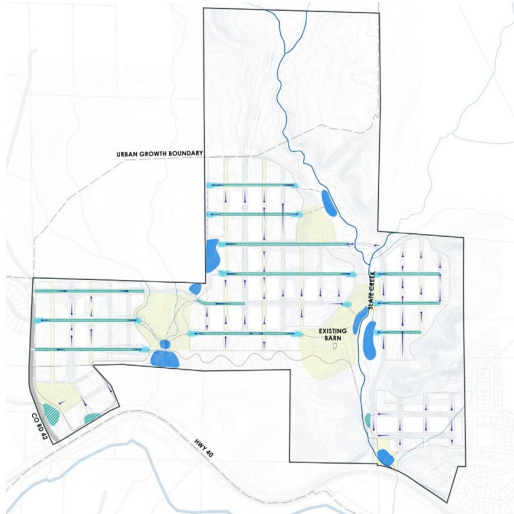
Compact, Site Responsive Development —

- Minimize Development Footprint
- Maximize Open Space
- Enhance walkability
(reducing reliance on cars)
- Support community connectivity



Grid Design —

- Solar Access
- Passive Ventilation
- View Corridors
- Stormwater Design



Water Efficiency —

Type of Space

Irrigation Water Use

Open Space



Riparian Landscape



Streetscape
Private Landscape



Greenways
Neighborhood Parks
Community Parks



TND Zoning: Minimum Lot Sizes

- T2-NE: 15,000 s.f.
- T3-NG1: 5,000 s.f.
- T3-NG2: 2,625 s.f.
- T4-NC: 1,250 s.f.
- T5-TC: No min.

Typical Brown Ranch Lot Size

- 3535 total s.f. (35' x 101')



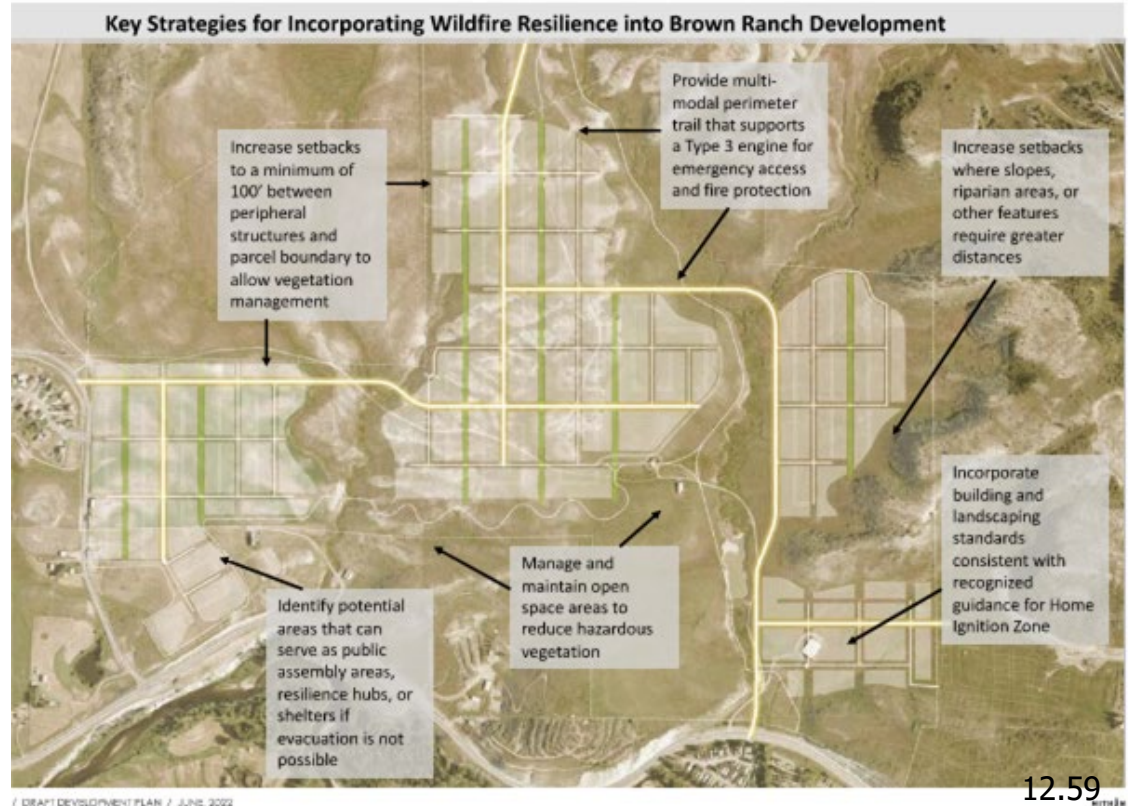
District Parking Strategy —

- Builds flexibility into the plan
- Minimizes paving
- Centralized PV carport canopies for energy generation
- Centralized EV car charging options
- Encourages walking, biking, and transit



Fire Resilience —

- Design features in the Home Ignition Zone
- Management of open space vegetation
- Setbacks on neighborhood edges
- Design trail networks to support firefighting access
- Plan for evacuation opportunities



SUSTAINABILITY FRAMEWORK

DEVELOPMENT PLAN SCALE

Sustainability recommendations are sprinkled throughout the Development Plan. This section consolidates these recommendations into a sustainability framework to guide future work and evaluate the plan with specific sustainability rating systems.

ECOSYSTEM

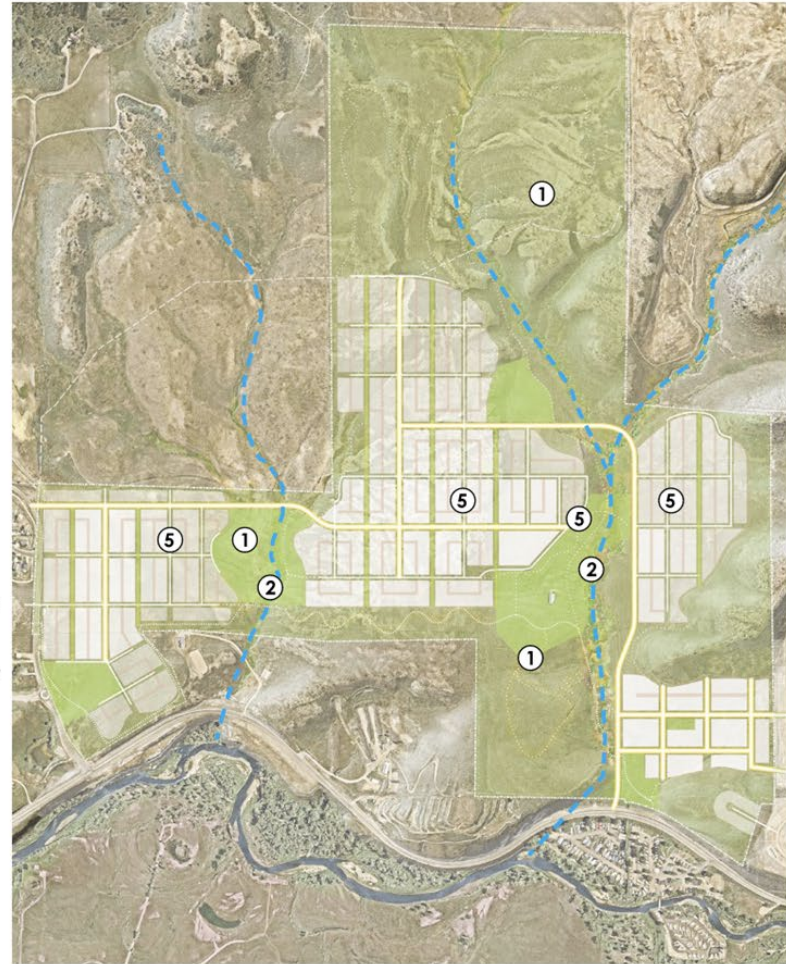
1. Provide a network of open space with minimal interruption by roadways and development to allow for wildlife movement.
2. Preserve and restore riparian corridors.
3. Develop dark sky guidelines (if zoning code criteria is not sufficient for habitat considerations).
4. Develop pollinator pathway strategies.

ENERGY & ATMOSPHERE

5. Design the street grid to maximize southern exposure for a majority of roofs and shared spaces (north-south blocks with east-west lots).
6. Collaborate with Yampa Valley Electric Association (YVEA) or other energy partners on energy delivery models that allow developments to maximize local solar

production and potential for battery storage.

7. Innovative technologies: Collaborate with energy partners to explore geoechange and other leading technologies for energy efficiency.
8. Strive for zero carbon energy using all-electric building systems.
9. Optimize and plan for electric transportation and the potential for bi-directional energy transfer.
10. Establish Peak Load Management strategies to eliminate over-building of systems.
11. Install Smart Meter Hubs to help track energy usage and target energy efficiency measures.
12. Create shading strategies for streets and paved areas to reduce heat islands.
13. Provide parking under buildings wherever possible to reduce heat islands.
14. Create a dust mitigation and stormwater quality plan for all stages of construction, particularly grading, to support air quality and ecosystem health.



SUSTAINABILITY FRAMEWORK

DEVELOPMENT PLAN SCALE

RESILIENCE

15. Establish wildfire setbacks (see Fire Resilience).
16. Use Fire Smart building materials & landscapes.
17. Replace some roadways with greenways to minimize heat islands (and support the open space network).
18. Provide space for community gardens.
19. Provide a market with affordable, healthy food options.
20. Establish a Community Emergency Preparedness Plan and identify Community Resilience Hubs that can operate independently of grid shutdowns.

WATER

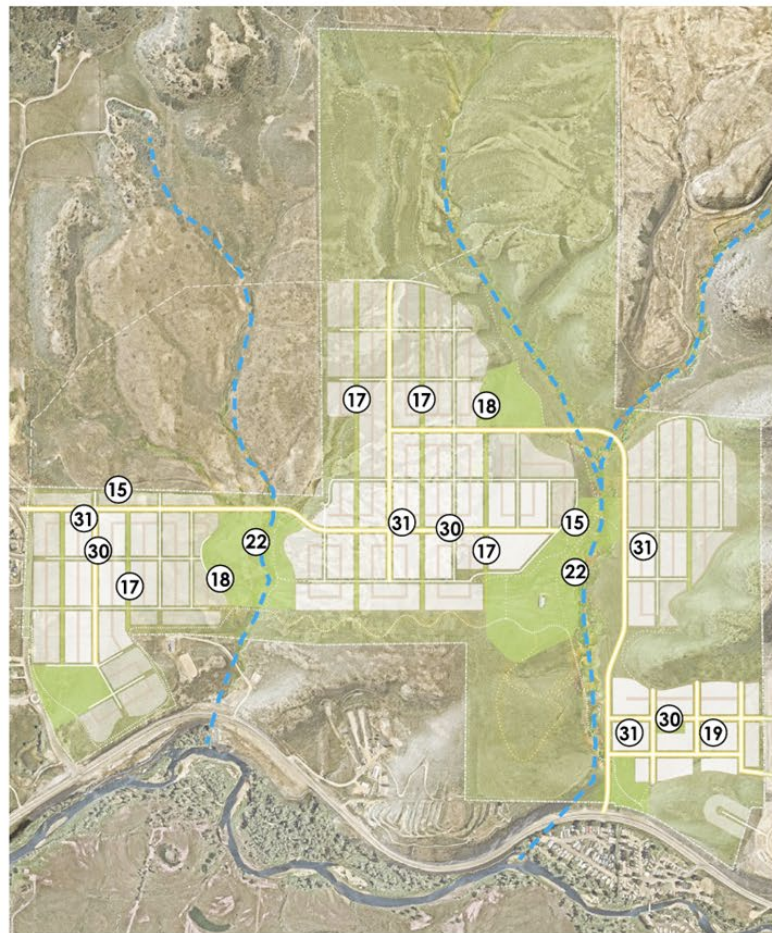
21. Limit irrigation water to public spaces only. Limit new turf to areas where turf is needed for a public function (no decorative turf).
22. Use drought tolerant native and adaptive landscapes throughout the development.
23. Explore the potential for adaptive reuse of water (grey-water), especially for irrigation.
24. Integrate stormwater strategies with creek restoration to achieve water quality and channel protection goals.

MATERIALS

25. Minimize material use throughout Brown Ranch using compact development models.
26. Develop strategies for the horizontal infrastructure plan that prevent the need for rebuilding roads or walkways to accommodate later phase vertical development.
27. Use materials with the lowest embodied carbon possible.
28. Minimize waste by developing recycling infrastructure.
29. Create a community composting strategy.

WELL-BEING

30. Provide a range of services and gathering spaces, in neighborhood "hubs" on site to support community.
31. Prioritize pedestrian, bicycle and transit mobility through trail networks & street design.
32. Mix housing typologies equitably on each block and in each neighborhood.
33. Provide access to open space from all homes.



SUSTAINABILITY FRAMEWORK BUILDING SCALE

ECOSYSTEM

- Require dark sky lighting design for all buildings and sites.
- Create a pollinator pathway plan to be implemented at the building scale.
- Collaborate with schools or community groups to build bat or owl boxes on site.

ENERGY & ATMOSPHERE

- Require energy efficient buildings that target net-zero on an annualized basis for all vertical development:
 - Energy-efficient building envelopes.
 - Energy-efficient fixtures and building systems.
 - Maximize passive solar, PV, and natural ventilation for all vertical development.
- Provide ceiling fans and/or whole hose fans to facilitate cooling without the use of energy intensive air conditioning units.
- Consider filtration strategies sufficient to address smoke during wildfire events.
- Prioritize all-electric buildings to allow for future zero-carbon energy strategies.

WATER

- Buildings should be designed to meet the highest standards for indoor water efficiency:
 - Use low-flow fixtures for all buildings.
 - Minimize installation of hose-bibs to discourage outdoor water use.
 - Minimize water waste while waiting for hot water by using on-demand water heaters, loop systems, or water-saving levers on faucets and shower heads.
 - Consider rain barrels for irrigation, car washing, etc. Note: Maintenance program required to prevent mosquito breeding and algae.
- Prevent irrigation of private open spaces in Single-Family Attached and Single-Family Detached homes. Limit irrigation in multi-family buildings.
- Use drought-tolerant native and adaptive

landscapes throughout the site. Explore the potential adaptive reuse of water (grey-water).

RESILIENCE

- Identify community spaces that can be used as "resilience hubs" in a climate emergency.
- Use fire smart building materials and landscapes where possible.
- Provide AC for all homes to allow for cooling and ventilation on days with poor air quality.
- Require emergency preparedness programs for all multi-family buildings.
- Require shading on all parking areas to reduce heat islands.

MATERIALS

- Use materials with the lowest embodied carbon possible.
- Minimize waste by providing recycling infrastructure at the building scale for all multi-family buildings.
- Require composting for all yard waste at a minimum. Target food waste composting goals aligned to the community composting strategy.
- Promote good indoor air quality by using

materials with no off-gassing, and providing resilient surfaces throughout multi-family buildings.

WELLBEING

- Provide robust bike parking in all multi-family housing, sufficient for bike trailers, extracycles, wagons, and stroller storage.
- Provide dog and bike washing stations in multifamily buildings to minimize tracking of dirt and mud through the building.
- Provide "irresistible stairs" connecting lobbies to upper levels of multi-family and mixed-use buildings to encourage walking and minimizing elevator energy use.
- Provide welcoming gathering places within multi-family buildings to encourage community building.
- Identify spaces within multi-family buildings that can serve as larger community resources including:
 - Resilience hubs
 - Bike repair stations and bottle fillers
 - Community meeting space
 - Community-centered non-profit space

Alignment with Routt County CAP —

ENERGY



- Increase adoption of renewable/clean energy sources
- Increase energy efficiency

TRANSPORTATION



- Reduce VMT
- Support adoption of EVs
- Reduce SOV travel

WASTE



- Increase waste diversion

LAND USE



- Promote land management practices
- Promote water conservation
- Promote compact development patterns

ECONOMY



- Consume products with low embodied carbon
- Develop green markets

ACCOUNTABILITY



- Align with Community Plans
- Carry out educational programs in support of CAP

Implementation —

Steps to date:

- **BR Energy Master Plan**
- **Slate Creek restoration concept design**

Next Steps:

- **Brown Ranch Health Equity, Sustainability, and Resiliency Design Guidelines**

Energy Master Plan —

Purpose

Evaluate site-wide energy delivery and building mechanical systems

Metrics:

- First cost
- Life-cycle cost to resident
- Life-cycle cost to development
- Energy usage & carbon emissions
- Social cost of carbon
- Risk assessment

Model high use of electric vehicle charging

Table 3-2

System Descriptions

Short Name / Chart Label	System Description
Baseline (Traditional)	Dual Fuel Air Source Heat Pumps with Natural Gas Backup and all Electric Appliances <i>Code Required Minimum Efficiency</i>
Option 1 (Efficient Traditional)	High Efficiency Dual Fuel Air Source Heat Pumps with Natural Gas Backup and all Electric Appliances
Option 2 (Traditional Electric)	All Electric with Resistance Heating and A/C
Option 3 (All Electric)	All Electric with Air Source Heat Pumps and Resistance Heating Backup
Option 4 (Individual Geothermal)	Individual Building Water Source/Geothermal Heat Pumps
Option 5 (Community Geothermal)	Community Geothermal Grid

Energy Master Plan —

Key Conclusion:

With respect to upfront cost*, life cycle cost, and carbon emissions, community geothermal is at the intersection of affordability and sustainability.

Read the full [Energy Master Plan!](#)

* Though geothermal has the highest upfront cost, the [Inflation Reduction Act \(IRA\) Alternative Energy Tax Credits](#) are anticipated to offset upfront costs. BR geothermal should qualify for 50% non-competitive Investment Tax Credit (direct payment).

Figure 5-6
Life Cycle Cost Summary over 30 Years



Slate Creek Restoration —



Purpose

To protect Slate Creek and minimize impacts to the ecosystem and watershed during and following the development of Brown Ranch.

- Open RFP for concept-level restoration plan.
- Convene stakeholders to evaluate community priorities and evaluate restoration treatments.
- Integrate Slate Creek restoration plan into infrastructure engineering/design and parks plan.

Health Equity, Sustainability, and Resiliency Design Guidelines —

Purpose

To provide a local accountability & regulatory framework above and beyond City regulations, to be used in conjunction with green building standards.

- Includes wildfire resiliency strategies.
- Ensures vertical construction for all building types performs according to the energy model and cost calculations in Energy Master Plan.
- Provides flexibility & responsiveness to changing conditions and technology.

