



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting

Tuesday, May 28, 2024, 7:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/87136932876> (Telephone: 1-719-359-4580; Webinar ID: 871 3693 2876).

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - MAY 14, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. DARK SKY MONTH PROCLAMATION

A. PROCLAMATION

VI. PRIDE MONTH PROCLAMATION

A. PROCLAMATION

VII. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 14, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING THE SOL CENTER ROOF LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE FAMILY INTERCULTURAL RESOURCE CENTER (FIRC)*

VIII. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2024

1. *COUNCIL BILL NO. 15, SERIES 2024 - A BILL FOR AN ORDINANCE REGULATING VEHICLE-ORIENTED DRIVE THROUGH DEVELOPMENT*

2. *COUNCIL BILL NO. 16, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING AN OVERLAY ZONE AMENDING REGULATION OF TIMESHARE INTERESTS*

B. RESOLUTIONS, SERIES 2024

1. *RESOLUTION NO. 13, SERIES 2024 - A RESOLUTION APPOINTING TWO ELECTORS TO SERVE ON THE ELECTION COMMISSION EACH FOR A TWO-YEAR TERM*

C. OTHER

1. *MOTION TO ADOPT OUTSIDE COUNSEL RATES*

IX. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

X. REPORT OF TOWN MANAGER AND STAFF

XI. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. CML ADVISORY BOARD UPDATE

G. SOCIAL EQUITY ADVISORY COMMISSION

H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

XII. OTHER MATTERS

XIII. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR JUNE, JULY AND AUGUST

XIV. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of May 14, 2024, to order at 7:00pm. The following members answered roll call: Dick Carleton, Carol Saade, Todd Rankin, Marika Page, Jay Beckerman, and Mayor Kelly Owens. Steve Gerard was absent.

II) APPROVAL OF MINUTES

- A) TOWN COUNCIL MINUTES – April 23, 2024
With no changes or corrections to the meeting minutes of April 23, 2024, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there were no changes to the agenda. Mayor Owens declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

- A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
Mayor Owens opened Public Comment.
With no comments Mayor Owens closed public comment.

V) BUILDING SAFETY MONTH PROCLAMATION

Mayor Owens read the Proclamation into record.

VI) CONTINUED BUSINESS

- A) SECOND READING OF COUNCIL BILLS, SERIES 2024

VII) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2024
1) COUNCIL BILL NO. 14, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING THE SOL CENTER ROOF LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE FAMILY INTERCULTURAL RESOURCE CENTER (FIRC)
Mayor Owens read the title into the minutes. Scott Reid, Deputy Town Manager, stated this ordinance is necessary to receive a grant for solar installation on the Sol Center.

Council Member Rankin moved to approve COUNCIL BILL NO. 14, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING THE SOL CENTER ROOF LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE FAMILY INTERCULTURAL RESOURCE CENTER (FIRC). Council Member Beckerman seconded the motion.

The motion passed 6-0. Council Member Gerard was absent.

- B) RESOLUTIONS, SERIES 2024
1) RESOLUTION NO. 12, SERIES 2024 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT
Mayor Owens read the title into the minutes. Mark Truckey, Community Development Director, stated this resolution will extinguish approximately 98 SFEs of density on the Rodeo Grounds/Ice Arena property that will account for the density variation at Vista Verde 2.

Council Member Rankin moved to approve RESOLUTION NO. 12, SERIES 2024 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT. Council Member Carleton seconded the motion.

The motion passed 6-0. Council Member Gerard was absent.

- C) OTHER

VIII) PLANNING MATTERS

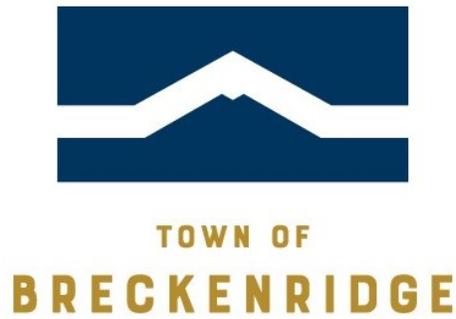
- A) PLANNING COMMISSION DECISIONS
Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

- B) **PLANNING COMMISSION APPOINTMENT**
Mayor Owens introduced the Planning Commission Appointment. Four interviews were conducted during the work session for one seat on the commission that will fill the remainder of Steve Gerard's term, as he was elected to Town Council. The vote was conducted by paper ballot. The votes were tallied and Town Manager Shannon Haynes stated 5 votes were received for Keely Ambrose, and 1 vote was received for Anne Bradford. Keely Ambrose was appointed to the Planning Commission to fill the partial term vacated by Steve Gerard.
- IX) **REPORT OF TOWN MANAGER AND STAFF**
Reports of Town Manager were covered during the afternoon Work Session.
- X) **REPORT OF MAYOR AND COUNCIL MEMBERS**
Reports of Mayor and Council Members were covered during the afternoon Work Session.
- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. CML ADVISORY BOARD UPDATE
- G. SOCIAL EQUITY ADVISORY COMMISSION
- H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE
- XI) **OTHER MATTERS**
There were no other matters to discuss.
- XII) **SCHEDULED MEETINGS**
A) SCHEDULED MEETINGS FOR MAY, JUNE AND JULY
- XIII) **ADJOURNMENT**
With no further business to discuss, the meeting adjourned at 7:10pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor



DARK SKY MONTH PROCLAMATION

WHEREAS, the Town of Breckenridge joins Governor Jared Polis in declaring June as Dark Sky Month recognizing that the aesthetic beauty and wonder of the natural dark skies at night are inherent to the character and allure of the State of Colorado;

WHEREAS, our Town is committed to improving the quality of the night sky for our residents, visitors, wildlife and environment, by reducing light pollution through responsible outdoor lighting practices and;

WHEREAS, artificial light at night and light pollution negatively impacts the health of humans, wildlife and ecosystems and;

WHEREAS, dark sky compliant lighting practices can reverse light pollution impacts, promote safety, save energy and support climate smart policies and;

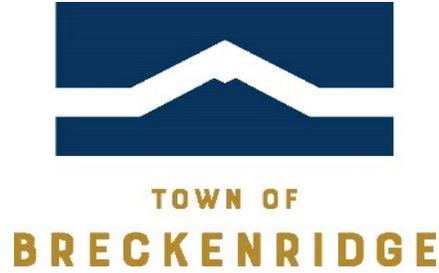
WHEREAS, the Town of Breckenridge has committed to leading by example by retrofitting, replacing and improving municipal outdoor lighting to use downward directed light only where needed, in levels no brighter than necessary, with warmer color lighting, as well as supporting efforts on private property to replace non-conforming light fixtures and;

WHEREAS, dark skies enhance the health and lives of those residing and visiting Breckenridge and promote responsible climate practices and sustainable tourism.

NOW, THEREFORE, I, Kelly Owens, Mayor of Breckenridge, do hereby proclaim the month of June 2024 as Dark Sky Month. Accordingly, I encourage our citizens to join us as we participate in Dark Sky Month education and activities.

Adopted this 28th day of May 2024

Mayor Kelly Owens



PRIDE MONTH PROCLAMATION

WHEREAS, the Town of Breckenridge is committed to promoting diversity, equality, and inclusion, and recognizes the importance of celebrating the unique identities of all individuals within our community; and

WHEREAS, June is nationally recognized as LGBTQ+ Pride Month, an annual celebration of the contributions made by the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community and to recognize the history of discrimination and oppression, and honor the ongoing struggle for equal rights; and

WHEREAS, the Town of Breckenridge recognizes these struggles and contributions of LGBTQ+ individuals in our community, state and nation, and reaffirms our commitment to creating a safe and welcoming environment for all residents, visitors, and businesses; and

WHEREAS, the Town of Breckenridge supports the LGBTQ+ community, and encourages all individuals to celebrate Pride Month with respect, acceptance and love regardless of sexual orientation or gender identity.

NOW, THEREFORE BE IT PROCLAIMED, that the Mayor and Town Council of the Town of Breckenridge officially recognizes June 2024 as LGBTQ+ Pride Month, and encourages all residents, visitors, and businesses to participate in events, initiatives, and educational opportunities that honor LGBTQ+ Pride Month and the LGBTQ+ community.

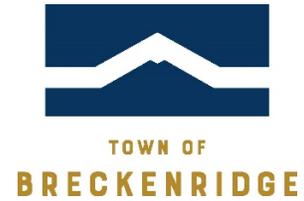
_____/s/_____

Mayor Kelly Owens

Attest:

_____/s/_____

Town Clerk



Memo

To: Breckenridge Town Council Members
From: Aubrey Ciol, Grants Administrator
Date: 5/20/2024 (For May 28th—TC Work Session)
Subject: Town of Breckenridge and FIRC Roof Lease Agreement—Second Reading

The Town of Breckenridge was recently awarded a grant from the Department of Local Affairs (DOLA) to purchase and install a Solar PV system at the Sol Center, to provide energy efficient power to this new non-profit hub. In order to meet the requirements of the grant, the Town needs to enter into a lease agreement with the Family Intercultural Resource Center (FIRC) to lease the roof of the Sol Center, in order to own the Solar PV system for a period of 10 years, per DOLA's guidance.

The attached ordinance is before you for its second reading, and will authorize the Town Manager to enter into a 10-year agreement with FIRC to lease the roof of the Sol Center to install, and own, a Solar PV system.

COUNCIL BILL NO. ____

Series 2024

A BILL FOR AN ORDINANCE APPROVING THE SOL CENTER ROOF LEASE BETWEEN THE TOWN OF BRECKENRIDGE AND THE FAMILY INTERCULTURAL RESOURCE CENTER (FIRC).

WHEREAS, the FIRC owns the real property at 24 Rapid Drive in Breckenridge, Colorado; and

WHEREAS, the Town Council agrees to lease the Sol Center Roof from the FIRC for a period of ten (10) years for the purposes of installing, operating, and maintaining a Solar PV system to provide renewable energy to the building; and

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

WHEREAS, Section 15.4 of the Breckenridge Town Charter provides: The council may lease, for such time as council shall determine, any real or personal property to or from any person, firm, corporation, public and private, governmental or otherwise.

and;

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

and;

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

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

Section 1. The Solar Panel Rooftop Lease Agreement attached hereto as **Ex. A-1**, entitled "A Lease between the Family Intercultural Resource Center and the Town of Breckenridge" is hereby approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2024.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

SOLAR PANEL ROOFTOP LEASE AGREEMENT

THIS ROOFTOP LEASE is made and entered into as of the _____ day of _____, ____ (the "Effective Date"), between Family Intercultural Resource Center ("Landlord"), and the Town of Breckenridge, a home rule municipal corporation ("Tenant").

1. DEFINITIONS

In addition to terms defined in this Lease, the following terms set forth below will be defined as follows:

- a. "Building" will mean that certain building located at 24 Rapid Drive, Breckenridge, CO 80424, currently known as the McCain Property.
- b. "Rooftop" will mean the applicable portions of the roof of the Building designated by Landlord as the space for the Solar Equipment.
- c. "Solar Equipment" will mean Tenant's solar generation facility and related equipment including wiring, cabling and other accessories used therewith for installation, operation and maintenance on the Rooftop and described on Appendix 1, attached hereto and made a part hereof.

2. LEASE TO USE AND ACCESS TO ROOFTOP; SPACE FOR INCIDENTAL EQUIPMENT.

- a. Subject to the terms and conditions contained in this Lease, Landlord hereby grants to Tenant and Tenant agrees to accept the non-exclusive right to use the Rooftop and an area in the building for any incidental equipment necessary for operation of the Solar Equipment for the installation, operation and maintenance at Tenant's sole cost and expense, of the Solar Equipment. Throughout the Term of the Lease, as described below, Landlord hereby grants Tenant a license to access the Building, including all elevators, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the purpose described.
- b. Tenant will inspect the rooftop once it has been constructed and acknowledges that Landlord has made no representations or warranties respecting the condition thereof or otherwise or its suitability for Tenant's use, and that, except as may be expressly provided to the contrary in this Lease, Landlord will make any alterations, improvements, or repairs in and to the Rooftop to make same ready for Tenant's use and occupancy.

c. EQUIPMENT SPACE

Landlord acknowledges that Tenant will be installing equipment in the Equipment Space and that the purchase, installation, maintenance and use of the Equipment Space will be at Tenant's sole cost and expense and is subject to the terms of this Lease.

3. TERM OF ROOFTOP LEASE

This Lease will commence on the Effective Date and will terminate on the date that is ten (10) years from the Effective Date (the "Term"). Upon termination of this Lease, ownership of the Solar Equipment will automatically transfer to the Landlord. Tenant will surrender the Rooftop and Solar Equipment to Landlord in good condition and repair (subject to ordinary wear and tear). If Tenant is in default of this Lease, then Landlord can prohibit the removal of any of the Solar Equipment, in its sole discretion, until the default is cured.

4. FEES PAID FOR ROOFTOP LEASE

Tenant agrees to pay Landlord a fee for this Lease, without notice, setoff or demand, of ten dollars (\$10.00) per year (the "Lease Fee"). Such payments will be due on the Effective Date and on the first day of January of each succeeding calendar year of the Term of the Lease.

5. RESPONSIBILITIES OF TENANT

a. Plans and Specs of Solar Equipment. Tenant at Tenant's sole expense will procure and install the Solar Equipment in accordance with its plans and specifications, which plans and specifications Tenant will share with Landlord. Tenant is responsible for all costs associated with the Lease, including the costs of operating and maintaining the Solar Equipment.

b. Use and Maintenance. This Lease is limited to allowing Tenant only to install, maintain and operate the Solar Equipment on the Rooftop in the location or locations described in Appendix 1.

Tenant agrees not to use or permit the use of the Rooftop for any purpose which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. In particular, no environmentally hazardous materials will either be used or stored in or around the Rooftop and no such materials will be used in any of the Solar Equipment installed by Tenant on the Rooftop. Tenant acknowledges and agrees that Tenant is solely responsible for employing, contracting or authorizing individuals or entities who are experienced, qualified or licensed, if required, to access the Equipment Space or maintain or operate the Solar Equipment, and only such individuals may be granted such access or authorized to maintain or operate the Solar Equipment. Tenant and Landlord understand that the Equipment Space must be kept locked and secure at all times.

c. Care and Maintenance by Tenant. Tenant agrees not to commit any waste or allow any waste to be committed within or on any portion of the Rooftop and will not injure the Rooftop or Building but will maintain the Rooftop in a clean condition and in good repair, except as to damage to be repaired by Landlord, as provided herein. Tenant will remove all excess cable, tools and equipment and will keep all areas neat and clean at all times. At the termination of this Lease, Tenant agrees to deliver the Rooftop to Landlord in as good condition as at the date of the commencement of the term of this Lease, ordinary wear and tear excepted.

d. Site Technical Standards. Tenant agrees that the installation, operation and maintenance of its Solar Equipment will at all times, and at Tenant's sole cost and expense, comply with such standards for the Rooftop as may from time to time be established by all laws, rules, regulations, ordinances and codes, whether now or hereafter existing, of all federal, state and local governmental authorities or by Landlord in Landlord's reasonable discretion, including, without

limitation, technical standards relating to structural engineering, and Town of Breckenridge construction permits (the "Site Technical Standards").

e. Removal of Solar Equipment. Tenant will transfer ownership of its Solar Equipment within ten (10) business days after the termination of this Lease to Landlord.

6. RESPONSIBILITIES OF LANDLORD

a. Rights of Access and Provision of Space and Facilities. Landlord will provide employees or agents of Tenant rights of ingress and egress in those portions of the Building controlled by Landlord and Landlord will provide Tenant with access to and use of the Rooftop and Equipment Space consistent with the requirements of the installation, operation, maintenance, and service of the Solar Equipment.

b. Non-Interference. Tenant will have the sole and exclusive right to install and operate solar energy generating equipment on the Rooftop. In no event during the Term will Landlord construct, build or locate, or allow others to construct, build, or locate any equipment or facilities (solar or otherwise) that would interfere with the Solar Equipment or otherwise engage in, or allow others to engage in activity, that might impede the Solar Equipment's access to the sun or decrease the output or efficiency of the Solar Equipment.

7. USE OF ELECTRICAL SERVICES BY TENANT

Landlord will furnish Tenant electrical facilities to provide sufficient power for Tenant's Solar Equipment; provided, however, that Tenant will be responsible for (i) the cost of installing such facilities, (ii) the cost of the installation of any separate meters required by Tenant, (iii) the responsibility and cost of maintenance, and (iv) the sums charged Landlord by the applicable utility for such service as reflected by such meter. Temporary interruption in the power provided by such facilities will not render Landlord liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's Solar Equipment fails because of a loss of electrical power, Landlord will use reasonable diligence to restore electrical power promptly, but Tenant will have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom.

8. CONSTRUCTION, ALTERATION AND MAINTENANCE

In addition to and not in limitation of any provision herein concerning construction, alterations, installation and maintenance of any equipment installed herewith, Tenant will comply and, to the extent applicable, the contractors or subcontractors of Tenant will comply with the provisions of Appendix R-3, attached hereto, together with such other rules and regulations promulgated from time to time by governing federal, state and local governmental authorities or Landlord.

9. INDEMNIFICATION.

Tenant agrees to indemnify and defend the Landlord, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from onsite personal injuries, eviction processes, or any other violation pertaining to property management standards, bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

whatsoever, which arise out of or are in any manner connected property management and/ or with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (i) the negligence or intentional wrongful act of Tenant or any officer, employee, representative or Tenant's subcontractors or subconsultants; or
- (ii) Tenant's breach of this Agreement.

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the Landlord, its officers, employees, or agents, or Landlord's breach of this Agreement. To the extent indemnification is required under this Agreement, Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs, expert witness fees, and attorney fees.

10. LAWS AND REGULATIONS

Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction with respect to each of the Lease, the Building or the Solar Equipment.

Tenant warrants that the equipment installed in conjunction with this Lease will comply with manufacturers' specifications, such specifications to comply with all federal, state and local rules and regulations. Tenant will, at Tenant's sole cost, take all measures necessary to ensure that such equipment is within manufacturers' specifications and that all equipment strictly complies with all laws, rules, regulations, ordinances and codes, whether now or hereafter existing, of all federal, state and local governmental authorities and that the equipment strictly complies with all contractual obligations to which Tenant is bound in connection with such equipment and as applicable to the Solar Equipment or similar facilities.

Tenant will use best efforts and take all measures necessary to ensure that the Solar Equipment installed by Tenant does not interfere with or disturb the operation of any other equipment or business of Landlord or of any other tenant, or occupant of the Building. In the event of such interference or disturbance to an existing tenant, occupant, Tenant will make such necessary adjustment to its equipment to correct such interference or disturbance.

In addition to all indemnifications provided by this Lease, Tenant expressly warrants to indemnify and hold Landlord harmless, with counsel acceptable to Landlord, against any claim, cause of action, damage, liability of any type or nature arising from a claim by any party arising under this section.

11. ENTRY BY LANDLORD

Tenant agrees to permit Landlord or its employees, agents or representatives to inspect any portion of the Solar Equipment installed in or on the Building by Tenant at all times (and without prior notice by Landlord to Tenant) to inspect the same, to clean or make repairs, alterations or additions to the Equipment Space or to the Building, and Tenant will not be entitled to any abatement or reduction of Lease Fees by reason thereof.

12. ASSIGNMENT, SUBLETTING AND TRANSFERS BY AGREEMENT

a. Tenant may assign this Lease or its rights hereunder to (a) any corporation, company or other entity which is controlled by, or is under common control with, Tenant, (b) any partnership in which Tenant has a controlling interest or (c) any entity which has purchased the Solar Equipment. In the case of any assignment, the assignee will be deemed to have assumed, without releasing Tenant, all obligations under this Lease.

Landlord may assign this Lease to any party in its sole discretion.

b. Statement by Landlord. At the request of Tenant or a Mortgagee, Landlord (a) will execute, acknowledge and deliver to such Tenant or Mortgagee a written statement declaring: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Tenant's monetary obligations hereunder have been paid in advance; (iii) whether Tenant is or is not then in default hereunder; and (iv) whether any past defaults have been fully cured and (b) enter into an estoppel and consent agreement recognizing the rights of the Mortgagees as may be reasonably requested by Mortgagees.

13. INSURANCE

Prior to the commencement of any work in, on or about the Building and during the term of this Lease, Tenant will obtain and maintain any required workers compensation insurance, employer's liability, and commercial general liability insurance providing commercially reasonable limits of coverage.

14. NOTICE

All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Lease will be in writing, and will be mailed, postage pre-paid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, addressed as follows:

If to Landlord to: Brianne Snow
251 West 4th Street
Silverthorne, CO 80498

and

If to Tenant to: Shannon Haynes, Town Manager
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO, 80424

Each notice, demand, request, or communication which is mailed or delivered in the manner described above will be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee first named above for each party (with the return receipt of verification of delivery being deemed conclusive evidence of such notice), or at such time as delivery is refused by addressee upon presentation.

15. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law.

16. GOVERNING LAW

This Lease and the rights and obligations of the parties hereto will be interpreted, construed, and enforced in accordance with the laws of the State of Colorado. Venue for any dispute shall be in the district court of Summit County.

17. INDEPENDENT CONTRACTOR

Tenant will at all times act in its own capacity and right as an independent contractor. Tenant will have no right to make purchases, or to obligate Landlord to expend any funds or to perform any obligations other than as provided in this Lease or as may be authorized in writing by Landlord. Tenant agrees that it and any of its employees or agents will at all times present and represent itself or themselves as representatives of Tenant.

18. FORCE MAJEURE

Except with respect to Tenant's payment obligations under this Lease, if the performance by a party to this Lease of any nonmonetary obligation hereunder is interfered with by reason of any circumstances without the fault or negligence, or beyond the reasonable control, of either party, including fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, ordinance, requirement, acts of, or failures to act by, any government or any legal body or representative of any such government, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, embargo, delay of a common carrier, or any act of any tenant or tenant's agents, or any other cause beyond such party's control, then the party affected will be excused from such performance on a day-to-day basis to the extent of such interference (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such other party's obligations relate to the performance so interfered with), provided that the affected party will use reasonable efforts to remove such causes of non-performance.

19. OWNERSHIP OF EQUIPMENT

Prior to the termination of this Lease in accordance with its terms, Landowner will have no ownership or other interest in any Solar Equipment installed on the Building. The manner of

operation of the Solar Equipment, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Tenant, subject to Landlord's reasonable rules and regulations as it relates to access to the Rooftop. Tenant will, in good faith, work to coordinate all construction and maintenance (emergency repairs excepted) of the Solar Equipment with Landlord so as to not unreasonably interfere with Landlord's use of the Property.

20. ENTIRE AGREEMENT

This Lease embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of this _____ day of _____, ____.

LANDLORD:

By:

Name:

Title:

TENANT:

By:

Name:

Title:

Appendix 1

SOLAR EQUIPMENT

Memo



To: Town Council
From: Chris Kulick, AICP, Planning Manager
Date: May 22, 2024 (for meeting of May 28, 2024)
Subject: Policy 16A and 16R Amendments- Vehicle Oriented Drive-Through Development First Reading

Staff recommends adopting the attached amendment to the Development Code, Policies 16 (Absolute) Internal Circulation, 9-1-19-16A Section C. and repealing subsection B of 16 (Relative) Internal Circulation 9-1-19-16R regarding Vehicle Oriented Drive-Through Development.

The proposed amendment would add a new definition to the Development Code for “Vehicle Oriented Drive-Through Development” and amend Policies 16A and 16R to prohibit Vehicle Oriented Drive-Through Development within the Town’s boundaries. Staff recommends this amendment to be consistent with goals outlined in the Town’s Comprehensive Plan, the Joint Upper Blue Master Plan, the Breckenridge Destination Management Plan and the Sustainable Breck Plan. These plans set goals establishing Breckenridge at the leading edge in mountain environmental stewardship and sustainable practices, reducing visitor and resident car traffic and associated transportation emissions; and creating a non-auto dependent destination resort community.

Vehicle-oriented drive-through developments are noted for negatively impacting communities. Drive-through developments commonly are overwhelmed by long lines of cars that overflow from private property onto public roads, resulting in congestion. Drive-through developments require large amounts of asphalt, which exacerbates drainage and water quality issues that are common to many paved-over areas. Idling vehicles associated with drive-through developments negatively impact air quality. Previously, the Town implemented other code amendments to address air quality such as prohibiting excessive vehicular idling and limiting wood burning appliances to one EPA Phase II appliance per property.

The Town is not alone in being concerned with vehicle-oriented drive-through development. Minneapolis passed an ordinance banning any new drive-thru facilities in the city, citing air pollution, additional curb cuts that lead to “more conflict points between vehicles and pedestrians,” as well as litter, noise and light impacts. In Long Beach, California, the city imposed a six-month moratorium on new drive-throughs around the same time Minneapolis took its action. In the Mountain West, both Golden, Colorado and Salt Lake City, Utah are considering drive-through prohibitions.

Staff will be available at the work session to answer any questions concerning this recommended Bill.

A BILL FOR AN ORDINANCE REGULATING VEHICLE-ORIENTED DRIVE-THROUGH DEVELOPMENT.

WHEREAS, in 2008, the Town adopted the *Town of Breckenridge 2008 Comprehensive Plan* which promotes, among other things, small town characteristics, maintain the rich legacy as a mining boomtown, and to reduce congestion and dependency on the automobile;

WHEREAS, regulating vehicle-oriented drive-through development is furthermore consistent with *The Joint Upper Blue Master Plan*, adopted in 1997 and updated in 2011, projections on the capacity of the Town and its infrastructure and the increasing need to implement destination management plans and a variety of tools to create a non-auto dependent destination resort community;

WHEREAS, in 2022, the Town adopted the *Sustainable Breck Plan* with goals to reduce transportation emissions by 25% by 2030 and 91% by 2050 over the 2005 community baseline;

WHEREAS, in 2019, the Town adopted the *Breckenridge Destination Management Plan* which created goals for more boots and bikes, less cars, establishing Breckenridge at the leading edge in mountain environmental stewardship and sustainable practices, and reduce visitor and resident car traffic;

WHEREAS, regulating vehicle-oriented drive-through development is consistent with the Town’s overall policy goals related to land use, public transportation, and protecting the environment;

WHEREAS, regulating vehicle-oriented drive-through development is another policy to help reduce vehicle emissions and air pollution resulting from trip generation and idling vehicles, discourage excess paved areas to accommodate vehicle waiting, queuing, and maneuvering, and reduce conflict points between vehicles and pedestrians; and,

WHEREAS, regulating vehicle-oriented drive-through development is consistent with all of the Town’s adopted plans and is necessary to achieve the Town’s adopted goals.

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

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

3 Vehicle Oriented Drive Through Development: The uses of land, buildings or structures, or
4 parts thereof, to provide or dispense products or services, either wholly or in part, through an
5 attendant, a window, or an automated machine, to persons remaining in motorized vehicles
6 that are in a lane dedicated for that purpose. Examples include but are not limited to drive-up
7 windows, menu boards, order boards or boxes, drive-in restaurants, and drive-up banks and
8 automated teller machines. Vehicle Oriented Drive Through Development shall not include the
9 direct refueling of motor vehicles, car washes, parking spaces used for customer pick-up or
10 loading of goods or products purchased on-site or prior to the customer's arrival, or parking and
11 loading spaces used for the donation of secondhand goods.

12 **Section 2.** That subsection C. of , 9-1-19-16A: POLICY 16 (ABSOLUTE) INTERNAL
13 CIRCULATION: be renamed "Vehicle Oriented Drive Through Development" and be amended
14 by deleting the language stricken and adding the language underlined to read as follows:

15 C. *Vehicle Oriented Drive Through Development:*

16 1. No drive-through window operations of any kind shall be allowed within the jurisdictional
17 boundaries of the Town of Breckenridge. Districts 11, 17, 18, 182, and 19 of the town, as
18 specified in the town's land use guideline district map.

19 2. ~~Outside of Districts 11, 17, 18, 182, and 19 of the town, as specified in the town's land use~~
20 ~~guideline district map, drive-through window operations which create the need for additional~~
21 ~~curb cuts onto any public street over and above those required to serve the project without the~~
22 ~~drive-through operation will not be allowed. (Ord. 19, Series 1988; amd. Ord. 3, Series 2022)~~
23 Except as otherwise provided in section 9-1-12, nonconforming structure, nothing in this section
24 9-1-19-16A C. affects any Vehicle Oriented Drive Through Development existing prior to the
25 effective date of this ordinance.

26 **Section 3.** That subsection B. of section 9-1-19-16R: Policy 16 (Relative) Internal
27 Circulation is hereby repealed.

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

30

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

6 TOWN OF BRECKENRIDGE, a Colorado
7 municipal corporation
8
9

10
11 By: _____
12 Kelly Owens, Mayor
13

14 ATTEST:

15
16
17
18 _____
19 Helen Cospolich, CMC,
20 Town Clerk
21

22 ATTEST:
23
24
25

Memo



To: Town Council
From: Sarah Crump, AICP, Planner III
Date: May 21, 2024 (for meeting of May 28, 2024)
Subject: Timeshare Overlay District First Reading

In the early 2000s, when nightly occupancy was lower, Town Council encouraged the development of timeshares to increase the number of visitors in Town, particularly during the shoulder seasons. The Town now has close to 900 fractional ownership units, with more anticipated based on current development approvals. In recent years there has been considerable discussion about overcrowding in Town and the loss of the quieter shoulder season periods. The Town currently does not have any restrictions on the location of timeshare development. In a previous April 9, 2024 work session, Council was introduced to various ways other jurisdictions regulate the development of timeshares and it was recommended that a timeshare overlay be used to prescribe the allowed location of future timeshare development in Town. Tonight on first reading, staff is proposing a timeshare overlay district based on this recommendation.

Criteria for inclusion within the timeshare overlay considered parcels within the land use districts that allow for commercial uses that support the ski area base and/or recommend ski area bed base or lodging accommodations as uses. While the land use districts were used as a guide for the creation of the overlay, many parcels do not reside fully in one land use district. Staff included only parcels in which a majority of the parcel resides within any of LUD 21, 22, 23, 24, or 39 within the overlay. This resulted in a timeshare overlay district that does not completely follow the defined LUD areas. A map of the proposed overlay is included at the end of this memo for reference.

Additional areas were also considered for inclusion but are not recommended; these areas have land use characteristics that do not suit them to timeshare development, such as low-density residential areas or areas that abut the Conservation District. The downtown core, the area north of the French and Main Street intersection, locations primarily to the east of Park Avenue, and those areas south of Boreas Pass Road are not recommended for inclusion in the timeshare overlay district. These include areas such as the Conservation District and single-family residential neighborhoods that generally do not allow for high-density developments of multi-family dwellings or commercial lodging. It has been previously expressed by the Council that it is important to retain the existing lower-density development characteristics of these areas, which are incompatible with timeshare development.

Attached for First Reading is the proposed Timeshare Overlay District ordinance. As discussed at the April 9 work session, the issue of fractional ownership in single family residences and other low density unit types will be reviewed separately at a future Council work session.

**A BILL FOR AN ORDINANCE ADOPTING AN OVERLAY ZONE AMENDING
REGULATION OF TIMESHARE INTERESTS.**

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

Section 1. That section 9-1-5 entitled “Definitions” be amended by deleting the language stricken and adding the language underlined to read as follows:

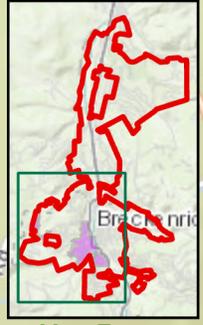
9-1-5: DEFINITIONS:

Timeshare Interests: a dwelling unit within a multi-unit property, that has been divided into 13 or more interval estates, timeshare estates, timespan estates, ~~or and~~ other timesharing interests as defined in the Condominium Ownership Act, article 33, title 38, CRS, as amended from time to time or a dwelling unit where right-to-use for a specific amount of time is granted through a membership club, points system, or the right to use the dwelling unit is made through purchase or other contractual arrangements. The intermittent rental of a dwelling unit to the public or parties outside the system does not preclude the dwelling unit from being defined as a timeshare interest. Single-family, duplex, or townhouse dwelling units may not be developed as timeshare interests.

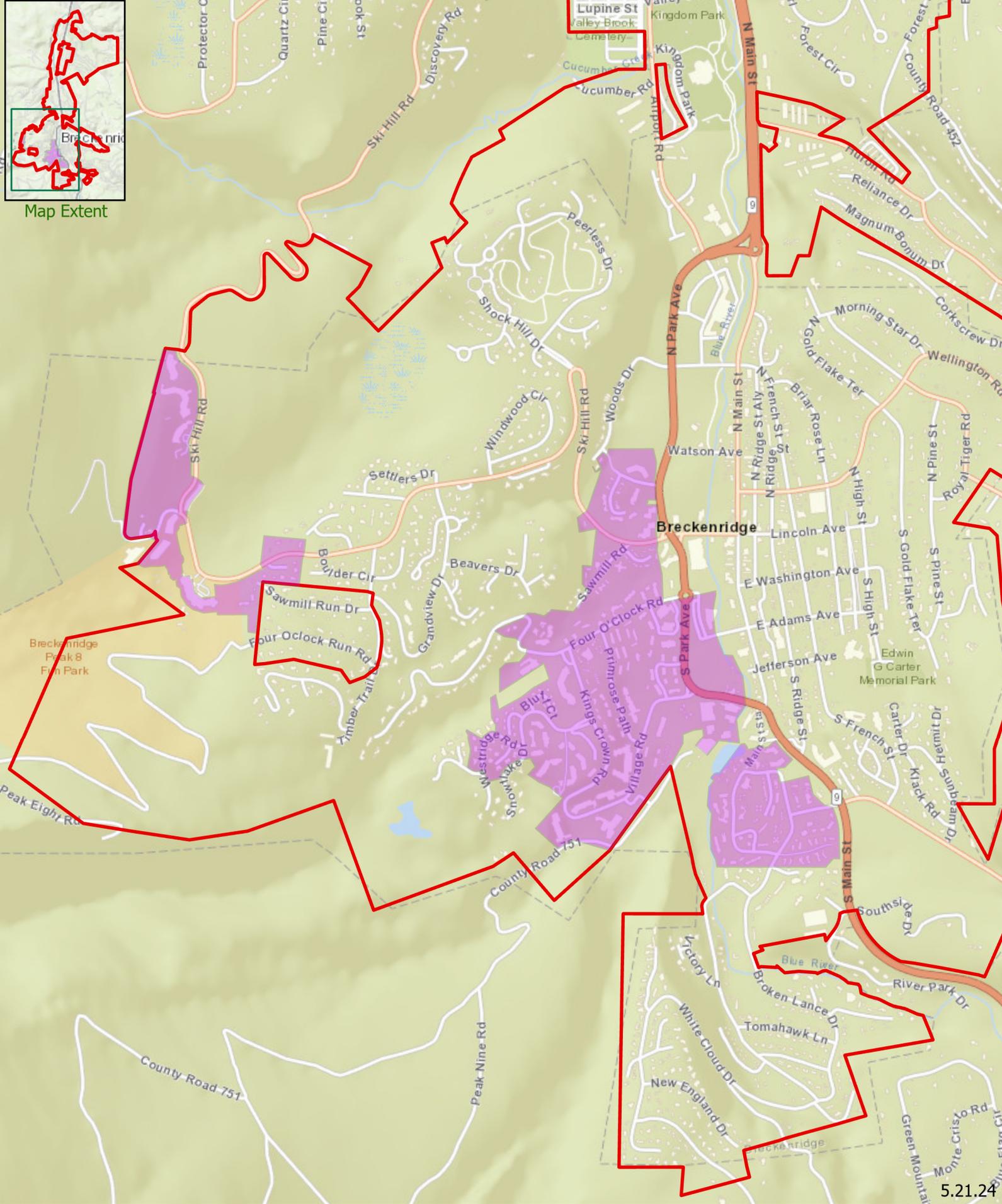
Section 2. That section 9-1-19-2A: Policy 2 (Absolute) Land Use Guidelines be amended by deleting the language stricken and adding the language underlined to read as follows:

9-1-19-2A: Policy 2 (Absolute) Land Use Guidelines:

Land use guidelines have been adopted for the town and surrounding areas by the Breckenridge town council. To promote the health, safety and general welfare of the community, all developments shall be reviewed against the land use guidelines and, where applicable, an approved master plan for the development of the property. Each development located within the boundaries of the Timeshare Overlay District, Downtown Overlay District, or the Cucumber Gulch Protection Overlay District as defined in the land use guidelines shall comply with all of the regulations applicable to such Overlay District.



Map Extent



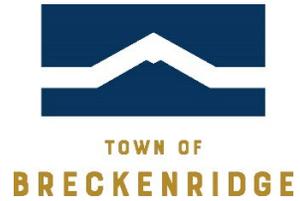
Timeshare Overlay District

Town of Breckenridge

-  Town Boundary
-  Timeshare Overlay District



5.21.24



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 5/21/2024
Subject: Appointment of Election Commission Members

Section 3.5 of the Breckenridge Town Charter establishes an Election Commission, consisting of the Town Clerk and two electors of the Town. In addition, the Charter specifies that in May, following a regular Town election, the Council shall appoint two electors to the Election Commission. By Charter, appointments are for a two-year term.

Some duties of the Election Commission include:

- providing procedures to establish proof of residency;
- providing procedures to be followed when an election procedure is in doubt; and
- determination of a winner by lot in the event of a tie vote.

One of our past Election Commissioners, Jennifer Schappert, has agreed to serve for another term on the Commission. Leigh Girvin, a Breckenridge elector, has served on past boards for the Town of Breckenridge and has volunteered to be part of this commission for this term. These names are submitted to you for your consideration.

Staff will be on hand to answer questions.

1 RESOLUTION NO. _____

2
3 SERIES 2024

4
5 **A RESOLUTION APPOINTING TWO ELECTORS TO SERVE ON THE ELECTION**
6 **COMMISSION EACH FOR A TWO-YEAR TERM.**

7
8
9 WHEREAS, Section 3.5 of the Town Charter creates an election commission consisting
10 of the town clerk and two electors of the Town;

11
12 WHEREAS, Section 3.5 of the Town Charter prohibits appointing electors who are town
13 officers or employees or candidates or nominees for elective town office; and,

14
15 WHEREAS, Section 3.5 of the Charter requires that these two electors shall be
16 appointed by the council in May following a regular town election, each for a term of two (2)
17 years.

18
19 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
20 BRECKENRIDGE, COLORADO, as follows:

21
22 Section 1. Appointments to the Election Commission. The following two electors shall
23 be appointed to the Election Commission.

24
25 **Jennifer Schappert**
26 **Leigh Girvin**

27
28 Section 2. Term of Service. The term of service is as follows: May 28, 2024 to May 26,
29 2026.

30
31 Section 3. Duties and Responsibilities; Service without Compensation. Section 3.5 of
32 the Town Charter mandates that the members of the Election Commission serve without
33 compensation and the duties and responsibilities are prescribed by the Town Charter, Section
34 3.5.

35
36 Section 4. Effective Date. This resolution is effective upon adoption.

37
38 RESOLUTION APPROVED AND ADOPTED this 28th day of May, 2024.

39
40 TOWN OF BRECKENRIDGE

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44 By _____
45 Kelly Owens, Mayor

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49 ATTEST:

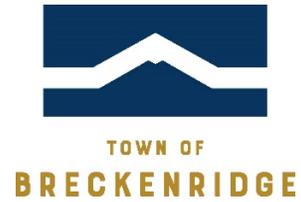
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Helen Cospolich, CMC, Town Clerk

APPROVED IN FORM

Town Attorney Date



Memo

To: Breckenridge Town Council Members
From: Laurie Best, Housing Manager
Through: Kirsten Crawford, Town Attorney
Date: May 20, 2024 (for May 28, 2024 Meeting)
Subject: Consolidated Electric Distributors Claim (Justice Center/Larkspur) – special counsel rates

Per the Town of Breckenridge Charter, Article VIII, Section 8.1, Council must approve the rates of special counsel handling litigation for the Town. Attached you will find an engagement letter from Tamir Goldstein from Sherman & Howard who we recommend be approved for the defense of a civil claim brought against the Town for a contract with Symmetry for construction of the Justice Center. The claim alleges that one of the contractors has failed to pay electrical subcontractors.

As background, the Town of Breckenridge paid invoices to our contractor (Symmetry) for completed work. It is our understanding that Symmetry paid their subcontractor (Clay Dean-Current Energy) for the services/supplies related to electrical work. Symmetry has indicated that Clay Dean-Current Energy is out of business and may not have paid their subcontractor (Consolidated Electrical Distributors). It should be noted that the Symmetry is carrying a payment and performance bond, but Clay Dean's subcontractor has initiated this claim against the Town.

Staff recommends engaging with Tamir Goldstein/Sherman & Howard in regard to this matter. We will be available at your meeting if you have any questions.



Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Telephone: 303.297.2900
shermanhoward.com



Tamir Goldstein
Direct Dial Number: 303.299.8410
E-mail: tgoldstein@shermanhoward.com

May 2, 2024

Kirsten Crawford, Town Attorney
Town of Breckenridge
150 Ski Hill Road
P O Box 168
Breckenridge, CO 80424

Re: Engagement Letter – Consolidated Electrical Distributors Suit

Dear Kirsten:

Thank you for providing us the opportunity to represent Town of Breckenridge and Town of Breckenridge Housing ("Town") in defending claims by Consolidated Electrical Distributors. The purpose of this letter is to confirm the nature and scope of our engagement and to set forth the terms of our financial and other arrangements regarding it.

Nature and Scope of Engagement

You have engaged us to represent the Town in defending claims brought by Consolidated Electrical Distributors against the Town in Summit County District Court, Case No. 2024cv30083.

As noted, we are representing Town of Breckenridge and Town of Breckenridge Housing, governmental entities. In the course of that representation, we will ordinarily report to and take direction from you, the Town Attorney of the entity. We expect that you will keep the other members of management informed about the litigation and issues involved. All the members of management should understand, however, that our client is the entity. We are not representing any of those individuals (or any other individuals) in this matter.

Because of the proliferation of entities owning or partially owning other entities and the problems this creates for lawyers in identifying potential conflicts of interest, we advise our entity clients that as a general rule we will not regard an affiliate (such as a parent, subsidiary, or other entity with common ownership or control) as a client of our firm for any purpose unless a client-attorney relationship has been established by an express understanding with us. Consequently, we will consider as clients in this matter only those individuals and entities listed as such in the signature area below.

Similarly, for conflicts of interest purposes, we will not regard a representation that is adverse to an affiliate of a client as being adverse to the client, unless the client has requested at



the beginning of our representation that we treat the particular affiliate as a client for conflict of interest purposes. Accordingly, if there are any affiliates that you believe should be treated as if they were clients for purposes of determining conflicts of interest now or in the future, please let us know immediately.

I am the member of our litigation group who will be in charge of this engagement. At present, I anticipate being assisted by Mary Sue Greenleaf. During the engagement, I may delegate some matters to other lawyers or legal assistants in our firm if I believe they are in a better position to carry them out because of experience, expertise or other reasons. I will endeavor to delegate tasks to those who can properly perform them in the most efficient manner.

Financial Aspects of Our Engagement

I am enclosing a Memorandum about Firm Policies which sets out information about financial arrangements, our dispute resolution procedures, our document retention policy, and other matters. The terms of the memorandum are part of our agreement with each other. Although the enclosed memorandum indicates that we sometimes charge on other bases, in this matter we will charge for our work solely on an hourly basis for the time spent by the lawyers and legal assistants. My current hourly rate is \$680 and Ms. Greenleaf's rate is \$565. We charge for our paralegals on an hourly basis as well. Currently their rates range from \$235 to \$285 per hour. Our hourly rates are increased periodically, generally at year end. If the firm increases rates during this engagement, we will provide you written notice of those changes for the personnel working on this engagement and we will charge at the adjusted rates for work performed after the change. Such notice will be provided when the adjusted rates are used in our invoices.

We will send you invoices for fees and costs incurred on a monthly basis. We expect payment within thirty (30) days of the date of the invoice. We reserve the right to terminate our engagement if you do not pay our invoices in a timely manner.

Explanation of Multiple Representation

In this engagement we are representing more than one individual or entity, consisting of the Town of Breckenridge and Town of Breckenridge Housing. Under the ethical rules applicable to our profession, such joint representation would be improper if there were significant conflicts of interest between or among any of the parties at the outset of the representation. We have discussed this issue with each of you in the context of this representation. Based on those discussions, we do not believe that there currently are any conflicts of interest among you that preclude our representation of all of you, or that such a conflict is likely to arise, so long as the scope of the representation is as limited above. We wish to be clear, however, that when representing multiple clients, the lawyer owes his independent and undivided allegiance to each member of the group individually. In any situation in which a lawyer represents more than one client in litigation it is possible that, as the case unfolds, a conflict of interest may develop or be uncovered that would preclude further representation of some members of the group. We will



monitor the case as it progresses for this eventuality, and will advise you immediately should such a situation arise. However, if at any time any of you believes that a conflict may or does exist, you should immediately notify us of your opinion. Above all, you are entitled to independent representation of your individual interests as you perceive them, free of any conflicts of interest perceived by you.

In a situation where Sherman & Howard L.L.C. represents multiple clients, we are free to share confidential information communicated to us by one client with the other clients that we represent in the same proceeding. Such shared information would continue to retain its privileged status as to those outside of our client group. There is a risk, however, that if some members of the group later became adverse to other members of the group, either group would be able to use communications exchanged during the time the action was being defended by a single legal team in that dispute.

You may agree among yourselves how to apportion your collective responsibility to us for fees, disbursements, and retainers. However, each of you shall be jointly and severally responsible to us for fees and disbursements. Therefore, if any of you fails to pay us the share of fees and disbursements agreed upon by you among yourselves, the rest of you shall make such payment and may be entitled to recover that amount from the nonpaying client.

Insurance

We have raise with you the issue of whether you have insurance that might cover the costs of defending this litigation and any resulting liability.

Preservation of Documents and Information

Once litigation is filed or it is likely that the client will be involved in a dispute, the law requires not only that you preserve potentially relevant documents, but that you put in place special procedures to ensure that pertinent information is not inadvertently destroyed. This includes electronically stored information, including backup media, cell phone memories, emails, and texts. You should cease destroying or altering any potentially relevant information and send out a notice to that effect. We can discuss a formalized procedure to put in place, but in the meantime, please preserve all documents and other information. Significant adverse consequences can flow from the failure to preserve information.

Alternate Dispute Resolution

It is our experience that many disputes are more satisfactorily resolved through alternative forms of dispute resolution rather than through the traditional approach of a lawsuit presented to a judge or jury. Most courts now require that parties participate in alternative dispute resolution prior to taking a matter to trial. Alternative forms of dispute resolution include arbitration (where the arbitrator makes a binding determination of the dispute); mediation (where a neutral person tries



to bring the parties to agreement but cannot compel that); and negotiations (where the parties or counsel seek to resolve the dispute by agreement). Using an alternative dispute resolution mechanism may result in (1) less expense; (2) a quicker resolution of a dispute; or (3) a more satisfactory solution to the dispute than will result through the traditional litigation process. Throughout this engagement we will discuss with you whether, in light of your objectives, it would be advantageous to consider pursuit of alternative dispute resolution mechanisms. We invite you to initiate such discussions with us at any time. Under no circumstances will we engage in alternative dispute resolution unless you agree, or the Court orders it.

Other Aspects of our Representation

While representing you in this litigation/matter we intend to assert your position vigorously and efficiently. However, we want you to understand that in representing any client in a contested adversarial matter, we cannot promise or guarantee the ultimate success of the client's position in the lawsuit. Our performance also depends significantly upon your cooperation. This includes prompt responses by you to requests from us for instructions and information, and full cooperation with us in responding to requests for information from the opposing party and in responding to the demands of the Court.

Good communication is important to a successful attorney-client relationship. If anything in this letter or the enclosed memorandum presents a problem or is unclear, I ask that you please advise me promptly so that we may discuss it and reach a full understanding. If at any time during the course of this representation you have any questions or concerns about any aspects of the work we are doing, please call me about that promptly.

If you are in agreement with the terms and conditions of this engagement as presented above and in the Memorandum that is enclosed, please execute the enclosed copy of this engagement agreement and return it to me promptly. Even if you elect not to return a signed agreement to us, your acceptance of our services will constitute your full acceptance of the terms set forth in this letter and the attached Memorandum, unless you and we agree otherwise in writing.

We are pleased with the opportunity of again being able to assist you, and look forward to a mutually satisfactory relationship regarding this matter.

Sincerely,

/s/ Tamir Goldstein

Tamir Goldstein

May 2, 2024
Page 5



TOWN OF BRECKENRIDGE

Accepted and Agreed to this _____ day of _____, 2024

By: _____

TOWN OF BRECKENRIDGE HOUSING

Accepted and Agreed to this _____ day of _____, 2024

By: _____



MEMORANDUM ABOUT FIRM POLICIES

I. FINANCIAL ARRANGEMENTS AND CASE STAFFING

1. Periodic Billings for Legal Services. The firm will submit written statements for the legal services it provides and for its disbursements. In retaining Sherman & Howard, you agree to pay our statements upon presentation. If you do not pay statements within 30 days after receipt, the firm may, at its option, charge interest at the rate of 12% per annum on the balance due and/or terminate its representation of you.

2. Determining the Fee. This firm has offices in Colorado, Arizona, Nevada, and New Mexico. In fixing fees for services, our lawyers are bound by the rules of professional conduct established by the Supreme Courts of those states. These rules list a number of factors to be considered in establishing a fee. These include: time spent; reputation; the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent.

Generally, the firm fixes the fees for its services based primarily on hourly rates for the lawyers or paralegals performing the services. These rates reflect the experience and expertise of the individuals involved. At the present time, hourly rates for Members and Counsel range from \$575.00 to \$950.00; rates for Associates range from \$345.00 to \$600.00; and rates for Paralegals range from \$210.00 to \$315.00. We adjust hourly rates from time to time, generally at year end, and our invoices implementing such rates will provide you notice of the adjustment. We will use the modified rates in setting fees for work performed after such adjustments. Circumstances, including those set out above, may require departure from the application of hourly rates. When expressly agreed in writing, fees may be fixed on some other basis.

3. Advance Deposits. With new clients or with substantial new matters for existing clients, the firm may require the client to pay an advance deposit. An advance deposit is held by the firm for the protection of its investment of time and effort. By making such a deposit, you agree that the firm has a possessory security interest in the advance deposit for services it has performed and will perform in the future.

Absent instructions from you, the advance deposit will be held in a general firm trust account and all interest on such account will, in accordance with applicable law and court rules, accrue for the benefit of and will be payable to the appropriate legal services or other organization as designated by state law. At your request the firm will deposit, for your benefit, the advance deposit in a separate interest-bearing trust account meeting the requirements of applicable law. If a separate interest-bearing trust account is established pursuant to such request, you will be required to pay any fees imposed by the banking institution to open and maintain such account and to provide its taxpayer identification number (or as applicable, a social security account number), the identity of the local banking institution at which the account is to be established, and the specific type of account desired. In addition, the firm may charge you a fee for extraordinary time and effort in establishing the separate account.



Generally, the firm will apply the advance deposit earned to the final bill and any excess will be returned. It is understood that as work progresses, we will bill for services on a periodic basis, and you will pay the full amount of those statements as submitted. We reserve, however, the right, at any time, or from time to time, to apply the advance deposit against fees and expenses billed on our periodic statements, and you authorize the firm to do so. If this happens, you will need to replenish the amount of the advance deposit. This will keep the advance deposit at the agreed amount throughout the course of the representation.

The amount of the advance deposit may be adjusted in accordance with payment history, any change in the scope of our services, and our estimate of future fees and disbursements. Prior to any scheduled trial or the undertaking of significant work, we may require an increase in the advance deposit sufficient to cover all anticipated fees and costs through the conclusion of the trial and any post-trial motions or through the conclusion of the work. You agree to promptly pay any increase that we request. An advance deposit is not an estimate of total fees and costs in the case, and total fees and costs may exceed the amount of any deposit.

4. Paralegals. Certain work may be done by paralegals. Such persons, although not lawyers, have undergone training to perform certain services that would otherwise need to be performed by lawyers. That work is supervised by lawyers. The use of paralegals allows us to deliver legal services to you at a lower cost.

5. Outside Lawyers and Contract Personnel. In the course of representing you, the firm may find it desirable to consult with outside lawyers to obtain specialized legal services (e.g., unique tax or ERISA advice) to supplement our work. You agree that we may use our judgment in retaining such expertise on your behalf and that you will pay for such amounts as billed in our invoices to you. The charges for these lawyers will be at rates that are reasonable in the geographic areas where the firm practices. We will generally seek your approval before incurring significant items of expense.

On occasion, when the nature of a specific engagement or personnel needs require, we may use contract lawyers or paralegals to assist on a specific project. Ordinarily, we bill for their services based on experience and expertise of the individuals on the same basis as for full time lawyers and paralegals of the firm.

6. Client Disbursements. Most matters require the firm to incur certain expenses on your behalf. Some of these reflect payments to third parties while others represent internal costs incurred to provide services. These expenses include items such as fees for court filings, delivery and copying charges, travel expenses, computer - assisted research, expenses for mediators and arbitrators, and expert witness fees. For document-intensive matters, expenses may include forensic collection charges incurred per custodian, document review charges measured hourly, hosting charges based on gigabytes, user license fees per reviewer per month, and professional service hours. Sherman & Howard has a contract with a hosting vendor that provides lower hosting costs as compared to eDiscovery vendors. In retaining the firm, you agree that we have the authority to use our judgment in making such expenditures on your behalf and that you will pay such amounts as billed on our periodic statements. We will take measures to reduce these costs and to pass on to our clients any savings that we obtain. We generally will seek your approval before incurring significant items of expense. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. We also may request that substantial individual items such as expert witness fees, the costs of deposition transcripts



and major printing costs be billed directly to you by the vendor. You agree to pay such items as billed by the vendors.

II. DISPUTE RESOLUTION.

You and we agree that any controversy arising out of or related to your relationship with us, including fee disputes and claims of malpractice, shall be settled by binding arbitration in Denver, Colorado. The party wishing to commence the arbitration shall notify the other party. Within fourteen days after the other party's receipt of the notice, both parties shall attempt to agree on the selection of an arbitrator. If the parties do not reach agreement on the selection of an arbitrator during that fourteen-day period, the President of the Judicial Arbitrator Group ("JAG"), 1601 Blake Street, Suite 400, Denver, Colorado 80202, or any successor to that entity, shall designate a member of JAG to arbitrate the dispute. The arbitrator shall follow the rules and procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), but the arbitration shall not be conducted by or under the supervision of the AAA. You and we further agree to abide by and perform any award and that any award may be enforced by the district court of the county in which the arbitration was conducted.

PLEASE NOTE: By agreeing to arbitrate any disputes with the firm, you are waiving your right to file a lawsuit to resolve such disputes and certain rights you otherwise may have at law (including by way of illustration, any right to a jury trial, to more extensive discovery, to exemplary damages, and broader appellate rights).

Studies of certain disputes by the American Arbitration Association show that arbitration is a more efficient, faster, and confidential way of resolving disputes than litigation. But there are differences. Arbitrations are conducted by one or three arbitrators that you will have a role in selecting, rather than a judge or jury. You may be required to pay a portion of the hourly rate charged by the arbitrator(s). Usually less discovery is allowed in an arbitration than in a lawsuit, and the breadth is determined by the arbitrator rather than by court rules. Arbitrators have the power to determine who shall pay all or a significant portion of the costs of the arbitration, and the rules allow them to assess attorney fees against a party under limited circumstances. The basis on which an arbitrator's decision can be appealed is restricted, and usually does not include errors in deciding the facts or controlling law. We invite you to discuss any of these differences with us or with independent counsel of your choice.

III. ELECTRONIC COMMUNICATIONS

E-mail is not always a secure method of communication and may be intercepted and read by persons who are not the intended recipients. Sherman & Howard's exchange server uses TLS encryption for all outgoing e-mails, and as long as your server allows TLS encryption, the e-mail will be encrypted in transit. Otherwise, you agree to the use of unencrypted e-mail for communications made during the course of our engagement, including communications containing confidential information or advice. You may, however, at any time request us to use a specified more secure or different method of communication for confidential information or advice, including communications about a particular subject, and we will take reasonable measures to implement your request. Use of unencrypted e-mail for communication is not intended to waive confidentiality or any privilege applicable to any communication in an



unencrypted e-mail. However, your use of your employer's e-mail system may be construed as a waiver of such privileges.

IV. DOCUMENT RETENTION POLICY

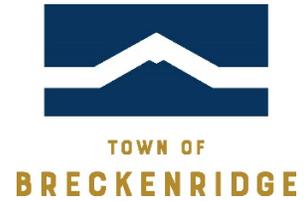
Sherman & Howard has adopted a policy for client file retention to comply with applicable legal ethics rules. Under that policy, at the conclusion of our representation of a client in a matter, a responsible firm attorney will direct a review of the file to determine which materials should be retained because of pending proceedings or as a record of the representation and which are no longer needed. Ordinarily, we will retain for several years such materials as correspondence, final substantive work product, documents obtained from the client, and documents obtained from third parties. We will likely retain such documents in electronic format. We may not retain materials such as duplicates of the above-described material, drafts, notes, and inconsequential communications.

As to the client file materials that we retain, ordinarily the firm will keep files for Business, Real Estate, Litigation and Employment Law matters for seven years after a matter has been closed, Tax and Estate Plan matters for ten years, and Public Finance matters for seven years after the final maturity of the bonds. At the end of that time, unless a client has advised us in writing to the contrary, we will destroy the bulk of the file. We would not destroy original legal documents such as corporate records, employee benefit plans, and deeds or contracts, if these original documents are in our file. Nor will we destroy originals or copies of wills, estate plans, or trusts. Ordinarily, we will return those to the client. If the file is voluminous, we may request permission to return documents to the client before the end of this period or impose reasonable storage charges for payment by the client.

The firm's policies for the retention and destruction of files apply equally to paper and electronic files.

If you wish to make other arrangements for retention or disposition of files, you should advise us in writing. Whatever alternative arrangements are agreed to should be put in writing so both you and we are clear on our obligations. If at any time your files become subject to a legal or administrative process or become relevant to pending or threatened litigation, you should also advise us of that promptly, so we can take appropriate steps to preserve those files.

At the conclusion of a representation, even if a client directs the firm to return files from the representation, the firm always reserves the right to retain a copy of the client files.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: May 22, 2024
Subject: Planning Commission Decisions of the May 21, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, May 21, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Parcel 5, The Fifth Resubdivision Plat of the Remainder of Tract C Peak 8 Subdivision, Filing No. 1, 550 Four O'clock Run Road, PL-2024-0116:

A proposal to subdivide a single parcel totaling 1.0958 acres from the existing Tract C, Peak Subdivision Filing 1. *Approved, see second memo.*

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council

From: Chris Kulick, AICP, Planning Manager

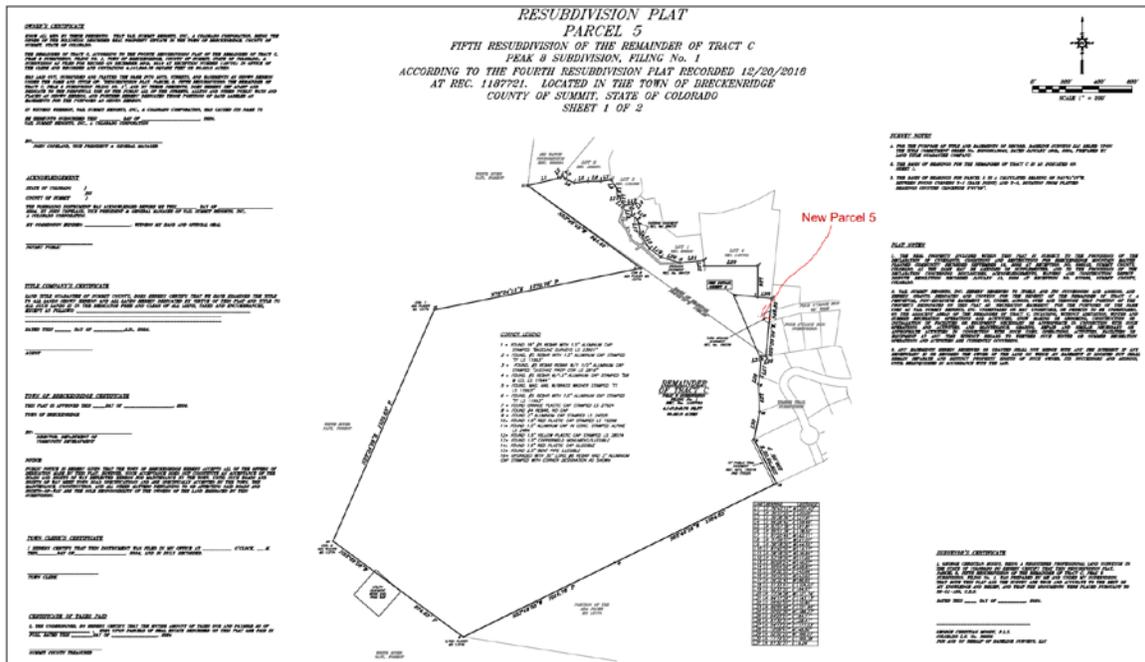
Date: May 22, 2024 (For May 28, 2024 Meeting)

Subject: Parcel 5, the Fifth Resubdivision Plat of the Remainder of Tract C Peak 8 Subdivision, Filing No. 1, 550 Four O'clock Run Rd; PL-2024-0116

A Combined Class B Hearing for the Parcel 5, the Fifth Resubdivision Plat of the Remainder of Tract C Peak 8 Subdivision, Filing No. 1 located at 550 Four O'clock Run Road was held by the Planning Commission on May 21, 2024. The application proposes to subdivide a single parcel totaling 1.0958 acres from the existing Tract C, Peak Subdivision Filing 1. The recently approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the development of two new planning areas in the Peak 7 & 8 Master Plan boundaries for two single-family residential subdivisions - Parcels 5 and 6. The Owner and Applicant/Agent currently seek to subdivide the area identified as Parcel 5 in the Development Agreement from the larger Tract C, Peak 8 Subdivision in order to convey ownership from the owner to the applicant/agent. No single-family lots, roadways, infrastructure, or physical improvements are proposed at this time. No open space dedication is required with this approval because a dedication of open space was provided with a previous subdivision. In the future, a second subdivision request to divide the parcel into two single-family lots will be submitted.

The Commission found the application complied with the Subdivision Code. The subdivision permit was approved by a 6-0 vote of the Commission.

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





Highlands Riverfront Tract
 E Deed-Restricted
 Condos, 13545 S. State
 Highway 9



NOT TO SCALE



Parcel 5 Fifth Resubdivision Plat of the
Remainder of Tract C Peak 8 Subdivision
Filing No. 1, 550 Four O'clock Run Rd.

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:33 pm by Chair Leas.

ROLL CALL

Mike Giller – **Remote** Mark Leas Allen Frechter - **Remote** Keely Ambrose
Ethan Guerra – **Remote** Elaine Gort Susan Propper - **Absent**

APPROVAL OF MINUTES

With no changes, the May 7, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the May 21, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments

COMBINED HEARINGS:

1. Parcel 5, The Fifth Resubdivision Plat of the Remainder of Tract C Peak 8 Subdivision (CK), Filing No. 1, 550 Four O'clock Run Road, PL-2024-0116:

Mr. Kulick presented a proposal to subdivide a single parcel totaling 1.0958 acres from the existing Tract C, Peak Subdivision Filing 1. The recently approved Development Agreement for the Gondola Lots and Peak 7 & 8 Master Plans contemplated the development of two new planning areas in the Peak 7 & 8 Master Plan boundaries for two single-family residential subdivisions - Parcels 5 and 6. The Owner and Applicant/Agent currently seek to subdivide the area identified as Parcel 5 in the Development Agreement from the larger Tract C, Peak 8 Subdivision in order to convey ownership from the owner to the applicant/agent. No single-family lots, roadways, infrastructure, or physical improvements are proposed at this time. In the future, a second subdivision request to divide the parcel into two single-family lots will be submitted.

Commissioner Questions / Comments:

Mr. Leas: To clarify, since the map is visible, will the subdivision in the future for parcel 5 follow the existing road? (Mr. Kulick: It has not been submitted yet but that is most likely, with a private easement for the access road).

Mr. Leas: What is the smaller square in the bottom left corner of the plat? (Ms. Gort: It's labeled as a utility easement.) (Mr. Kulick: It's an existing utility easement that's not changing as part of this proposal.) Why would there be one there if there's no utilities in it? (Mr. Kulick: It is standard to have easements for future needs.)

Ms. Gort: Why is the proposed parcel a triangular shape? (Mr. Kulick: Looking at the existing use of the surrounding area the shape follows the existing use of the neighboring ski run.) (Mr. Truckey: The existing master plan labels that area to the west for ski recreation use and we would not want to reduce that area to make it associated with a residential lot.) Mr. Leas: When they subdivide that will they no longer have that access? (Mr. Kulick: They plan on doing an easement to maintain that access for the ski area and would move an existing gate.)

Ms. Ambrose: Once this is subdivided could someone just build on it now, does it confer any density? (Mr. Kulick: This subdivision does not confer any density but due to it being part of the Peak 8 Master Plan there is some existing density. To get the proposed two single-family lots out of the area they would have to do a density transfer. Additionally, the current master plan does not allow single family development there, only multi-family and skier services are allowed under the current master plan, so that will have to be

changed in a later master plan amendment.) And has that amendment been submitted? (Mr. Kulick: Yes. They have an active application for that amendment and it will come before the Commission, likely the second meeting in June.)

Ms. Gort: No questions.
Ms. Ambrose: No questions.
Mr. Giller: No questions.
Mr. Guerra: No questions.
Mr. Frechter: No questions.

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

Ms. Gort made a motion to approve the Parcel 5 Fifth Resubdivision Plat of the Remainder of Tract C Peak 8 Subdivision Filing No. 1 with the attached findings and conditions, seconded by Ms. Ambrose. The motion passed 6 to 0.

PRELIMINARY HEARINGS:

1. Highlands Riverfront Tract E Deed Restricted Condos (SVC), 13545 S. State Highway 9, PL-2024-0089:

Ms. Crump presented a proposal to construct 44 deed-restricted workforce housing units in four condominium buildings on Highlands Riverfront Tract E, accessed from Stan Miller Drive. Each building will be a maximum of three stories with 11 one-bedroom units. The entirety of the project is intended to be deed-restricted for-sale units. The project will provide 66 surface parking spaces, with optional covered parking proposed. An existing 2,344 sq. ft. professional office building is located on the southeast corner of the lot and is proposed for demolition with this project. The following specific questions were asked of the Commission:

1. Does the Commission agree with staff that the project could be eligible for positive four (+4) points for landscaping?
2. Does the Commission have additional comments or recommendations for the applicant?

Commissioner Questions / Comments:

Mr. Leas: The density and workforce housing requirements were tied to the previous project of single-family development closer to the river? (Ms. Crump: What you saw previously was phase one of the plan which included some deed restricted units in the same area as the single-family units, this is phase two and is a slightly separate workforce housing requirement of the Braddock Annexation Agreement.)

Ms. Ambrose: Do they have to be one-bedroom units? (Ms. Crump: No, they could be two-bedroom or larger units, they would just have to meet a different size minimum. The project would still be capped by the 40 SFEs so if they did two-bedroom slightly larger units they may do less units overall.)

Mr. Leas: Do the side parking spots need a setback from the side yard as well as the rear? (Ms. Crump: Those spaces are compliant all set 5' off the side property line.)

Ms. Gort: Have they considered any solar on this project? (Ms. Crump: I will let the applicant answer, but the location and roof design would be good to accommodate solar.) Due to the roof specifications needed for solar do we have any kind of height waiver in relation to solar installation? (Ms. Crump: Not currently, but it is possible to still install solar without changing the proposed roof form. The angle of the installed panels could be adjusted.)

Ms. Gort: I am concerned about the trees in the center and defensible space. (Ms. Crump: This project has been reviewed in relation to the defensible space policy. The portion in

violation now is the evergreen trees in the interior corridor. If those are moved out of the interior corridors the project would be in compliance with defensible space standards.)

Mr. Frechter: This project is only using 50% of it's density? (Ms. Crump: That is correct they are not using the total density on the site, but the remaining density could possibly be moved elsewhere on the project site under the annexation agreement. I'll let the applicant speak more about that.)

Mr. Guerra: No questions for staff.

Mr. Giller: Has the applicant proposed any exterior furniture such as benches or picnic tables? (Ms. Crump: Not at this time.) Is there a bonus available for proposing that? (Ms. Crump: No, if they proposed a significant amount of recreation facilities it may be eligible for points under Policy 20 but there's no precedent for anything like that.) Are there any points available in relation to Tract W? (Ms. Crump: There are positive points available for connecting through Tract W by paving the connection path to the existing recreation path. Tract W was already designated as private open space as part of the previous Miller master plan and Highlands Riverfront subdivision.)

Mr. Leas: As Tract W borders Highway 9, would there be concerns about children recreating in that area? (Ms. Crump: Tract W is part of the required 150' Highway 9 setback area so no structures could be built in this location.)

Tom Begley, MB Development LLC, Breckenridge Lands (Owner/Developer):

This is an exciting project for us as it's the first multi-family development for Highlands Riverfront. We've worked on this project for many years and are now getting to the point where the rubber meets the road. We are looking for feedback tonight, this is still very much a work in progress. We only received the staff report in final form yesterday, so we haven't had time to go back and discuss it further with Staff. Mark has done a great job with the project in centering the density in the center of the parcel, so the cars are on the outside and have less conflict with pedestrians and cars. This project will look nice on the site. We are asking for a positive point for stepping down the height on the ends under Policy 6. At a height of 35' we are looking at trying to reduce the height but it's the height of a single-family home and a consistent height with many of the Highlands Riverfront homes and some of the neighboring developments in the area. For the carports, they are possible but we haven't priced the project yet, we aren't going to profit with this project so we're trying to do our best to break even. I believe the project is meeting all of the absolute policies, but we will still consider the carports. For storage we had calculated a bit differently from staff so we will make the storage closets not optional and shift the parking away from the rear property line. For exterior materials, we understand we are taking negative three points for the project. In adding natural materials we'd be concerned about the long-term upkeep of natural materials, something more man-made, just like Vista Verde next door, was our goal for the exterior. We could introduce some metal accents, stone is a bit more expensive so we would avoid that. We're hoping to keep the overall HOA cost down and minimal cost to the residents that would live there. For landscaping I believe we are consistent with the other projects that have received positive four points, and we will work to move those interior trees to other locations on the site. We will continue to consider Sarah's suggestions for positive points, we're a little nervous about going all electric this early in the project as we don't want to pass the added cost onto the residents. For density we're currently around 60% of the allowed density for the site. Solar is something we're still looking into, going back to the cost to the residents and exploring options. As part of the overall subdivision, we do have Tract W to the east with a 150' setback away from Highway 9 but we weren't planning on adding any additional structures in the tract, and I believe we're prohibited from putting anything within that setback. We do plan on having additional open space and a 7-acre park area across Stan Miller Drive. In addition to a public parking lot that we will be building in that area we plan on adding play structures and other things. We believe this area is better suited to direct people to recreate rather than an area to the east and closer to the highway.

Mr. Leas: Just to clarify, will that park be more of a public park that Tract E residents could use and others would be able to enjoy as well? (Mr. Begley: Yes, it would be a privately maintained, publicly accessible open space.)

Mark Provino, Provino Architecture LLC (Architect):

A couple of added comments about the storage and the carports. We don't have space outside to do garages, but carports could be doable. There was a suggestion to mix up the building shapes and stagger them somewhat. We are trying to meet a certain price point here and there is a bit of economy of scale in keeping them uniform, but we've added articulation and broken the buildings up somewhat to hopefully create a pleasing concept. I worked with the Breckenridge Market project a couple of years ago and they received positive three points for the rec path connection which I hope we would be able to benefit from as well. For policy 24R, regarding social community, we feel like this 100% employee housing project is working towards those goals and the policy allows positive six points for projects meeting the council goals. One goal is maintaining a year-round economy by attracting and retaining entry and mid-level workers, which I believe this project is working directly towards that goal. Another goal is to build/maintain hometown character with a subgoal of providing diversity of housing to locals and another subgoal is employee housing which this project directly addresses so I believe we should be eligible for those community goals points.

Commissioner Questions:

Ms. Gort: Are those I-beams that are vertical on the building elevations? (Mr. Provino: Yes, they are support for the balconies, and they could be timber or steel, we're not entirely sure yet. And surrounding the windows there would be wood trim so there will be some natural siding materials and accents.)

Ms. Ambrose: Just to clarify, are these units required as part of the Highlands Riverfront development? (Mr. Begley: Our maximum development potential is 162 units, 57 are market rate and 105 are deed restricted. In phase one we had a release ratio of roughly one to one, in phase two of the project it's now three to one. So three deed restricted for every one market rate. They are required for us to build more market rate housing, but it doesn't necessarily have to be on this tract, it could be on Tract A.) (Mr. Leas: Have you started building on Tract A yet?) (Mr. Begley: No, we are still working our way from the north to south.)

Ms. Ambrose: Can you speak to the unit mix? (Mr. Begley: It's all one-bedroom units, 600 square feet is a pretty spacious one-bedroom unit.) Do you plan on building all one-bedroom units? (Mr. Begley: No, it depends on the market demand. Currently we believe there is the market for these one-bedrooms but that may change in the future.)

Mr. Frechter: Are you able to transfer this density to another site? (Mr. Begley: I'm not sure, it was the Town's density that was transferred onto the site so if they would allow us to transfer it onto Tract A we could consider using the density elsewhere but ultimately it is the Town's density and if we cannot use all of it, it should be transferred back to the Town.)

Mr. Frechter: Are you working with the housing department to make sure there is a market demand for these units? (Mr. Begley: Yes, and we also have the ability to build one building and see how it absorbs into the market before moving forward and do pre-sales to see if we should approach the other buildings with the same unit type.)

Mr. Leas: Is there an AMI you're looking at for these units at the moment? (Mr. Begley: There are some specific AMIs we're required to meet as part of the annexation agreement: so many units at 150% AMI, 120% AMI and so on. Most of those requirements were met with the duplex units in phase one. These will gravitate towards 100% AMI which I believe is in the \$300,000-\$400,000 range for the unit.)

Commissioner Comments:

- Ms. Ambrose: I think the height for deed restricted housing is something we should look at. It seems really unfortunate to assign negative points for going to three stories with employee housing, especially since we need it. Storage and energy efficiency are definitely good things to look at to make up the negative points. I don't think you should get additional positive points for the affordable housing you are already required to do but I would be in support of points for providing the deed-restricted units above the 75% required. I agree with the positive four points for landscaping.
- Ms. Gort: I agree as well, and I think this is a good project and it looks really good. I would definitely look into the solar on the roofs. Yes, on the landscaping points.
- Mr. Giller: My only comment is I think it's a lost opportunity to not include site amenities for the residents, such as picnic tables, shade structure, or gathering space. I don't agree with the four points for landscaping, I believe there's a lost opportunity for a shared amenity.
- Mr. Guerra: I also think it is a nice project, the architecture is pleasing. I would encourage covered parking for livability and snow removal. It could also bring down snow removal costs in the long run and could help shield the units from adjacent uses at the BBC and fire department. In terms of storage, looking at floor plans for the current configuration of storage. With the way the floor plan is now, due to the storage space being combined with the laundry room and mechanical space a pathway must be maintained so the storage area is halved. Consider reconfiguration of this area so that it is more useable. Additionally, I'm only seeing one trash enclosure proposed on the site which would be a long walk from the opposite side of the community. (Mr. Provino: We weren't proposing multiple trash enclosure facilities to push it to the back corner, but we would be amenable to placing it more centrally to reduce the length of the walk there.) And I agree with the four points for landscaping.
- Mr. Frechter: I think the carports are a great idea, especially with solar on top which would allow for potentially some cost savings. I would look at Lincoln Park for their storage attached to their carports, I believe that was more of what Staff was referring to. Additionally, the two-foot stairwell closets are not very usable and could benefit from being larger instead of the minimum size and I agree with question one on landscaping points.
- Mr. Leas: I agree with the four points for landscaping, and I believe this is a great project for the area. For policy 6R, there is a direct relationship with density and cost, if you increase density the cost goes down somewhat. We should be looking at the height of the fire station and BBC that are in the adjacent area. I believe Town Council should be looking at this policy again, we don't want another Beaver Run but in the surrounding communities in other counties there are very few buildings of multi-family housing that are not three stories tall. It is a waste to not allow for that density here or discourage it with negative points. (Mr. Truckey: We had this same discussion yesterday during a staff meeting; we do recognize the issue. This policy has been in place for a long time and in the past there were council members that were adamantly opposed to allowing more than two stories but that can be something we look at.)

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:15 pm.

Mark Leas, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

May 2024

Tuesday, May 28th, 2024	Mtn Thunder Lodge	Spring Retreat	Noon - 5:00pm
Tuesday, May 28th, 2024	Council Chambers	Second Meeting of the Month	7:00pm

June 2024

Saturday, June 1st, 2024	Riverwalk Center	Town Clean Up	9:00am
Monday, June 3rd, 2024	Larkspur Apartments	Grand Opening with Summit County	11:00am
Tuesday, June 4th, 2024	Riverwalk Center	Town Party	4:00pm
Tuesday, June 11th, 2024	Council Chambers	First Meeting of the Month	3:00 pm / 7:00 pm
Saturday, June 15th, 2024	Riverwalk Center	10 Mile Pride	All Day
June 18th - 21st	Loveland, CO	CML Annual Conference	All Day
Tuesday, June 25th, 2024	Council Chambers	Second Meeting of the Month	3:00 pm / 7:00 pm

Other Meetings

May 28th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
June 4th, 2024	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
June 5th, 2024	Breckenridge Events Committee I-70 Coalition Childcare Advisory Committee	9:00am 11:30am 3:00pm
June 6th, 2024	NWCCOG Board Meeting	10:00am
June 11th, 2024	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 10:30am
June 13th, 2024	QQ - Quality and Quantity - Water District Upper Blue Sanitation District	10:00am 5:30pm
June 17th, 2024	Social Equity Advisory Commission Summit Combined Housing Authority Open Space & Trails Meeting	7:30am 1:00pm 5:30pm
June 18th, 2024	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
June 25th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

June 27th, 2024	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	NWCCOG Board Meeting	10:00am
	RW&B Board Meeting	3:00pm
	Breck Create	3:30pm
July 2nd, 2024	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
July 3rd, 2024	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	10:00am
July 9th, 2024	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	10:30am
July 10th, 2024	Breckenridge History	Noon
July 11th, 2024	I-70 Coalition	11:30am
	Upper Blue Sanitation District	5:30pm
July 15th, 2024	Social Equity Advisory Commission	7:30am
	Summit Combined Housing Authority	1:00pm
	Open Space & Trails Meeting	5:30pm
July 16th, 2024	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
July 25th, 2024	Summit Stage Transit Board Meeting	8:15am
	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
September 11th, 2024	Breckenridge History	Noon
TBD	Tourism Overlay District Advisory Committee Meeting	10:30am
	Transit Advisory Council Meeting	8:00am
	Water Task Force Meeting	9:30am