



**TOWN OF
BRECKENRIDGE**

Town Council Work Session
Tuesday, September 24, 2024, 3:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/81722608106> (Telephone: 1-719-359-4580; Webinar ID: 817 2260 8106).

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. ARTS & CULTURE MASTER PLAN UPDATE (3:00-3:30pm)

Arts and Culture Master Plan Presentation

II. SUMMIT SCHOOL DISTRICT PRESENTATION (3:30-4:00pm)

Summit School District Presentation

III. PLANNING COMMISSION DECISIONS (4:00-4:05pm)

Planning Commission Decisions

IV. LEGISLATIVE REVIEW (4:05-4:25pm)

Water Payment Delinquency Fee (Second Reading)

Natural Medicine Healing Centers (Second Reading)

Employee Generation Ordinance (First Reading)

Resolution to Approve Town Attorney Contract (Resolution)

Resolution to Approve Interim Town Attorney Engagement Agreement (Resolution)

Motion to Adopt Outside Counsel Rates

V. MANAGERS REPORT (4:25-4:40pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing Update

Open Space Update
Committee Reports
Breckenridge Tourism Office Update- Memo Only
Financials

VI. OTHER (4:40-5:30pm)

Summit Combined Housing Authority Update
Blue River Pathways
Laurium Trailhead Parking Discussion

VII. PLANNING MATTERS (5:30-6:00pm)

Employee Generation - Mitigation Rates Discussion

Memo

To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: September 17, 2024 (for meeting of September 24, 2024)
Subject: Arts and Culture Master Plan- Designing Local Introduction

The Arts and Culture Master Plan will identify a community vision for arts and culture for the next ten years with short and long term goals to achieve that vision. The Steering Committee consisting of Tamara Nuzzaci Park (Breck Create), Dave DePeters (NRO), Cynthia Gordon (Breck Film), Jacqueline Stone (Backstage Theatre), Jeanne Bistranin (Summit Foundation), Lucy Kay (BTO), Laissa O'Neil (Breck History), Jay Beckerman (Town Council), Shannon Haynes (Town), and Julia Puester (Town) developed desired outcomes, deliverables and suggested community engagement groups which were presented to Town Council at the April 9, 2024 meeting. After receiving support for the scope of work, the Town issued a Request for Proposals (RFP).

Twelve RFP responses were received and the interview panel consisting of Tamara Nuzzaci Park, Jaqueline Stone, Jay Beckerman, and Julia Puester, interviewed three companies. Designing Local (<https://www.designinglocal.com>) was selected in part due to their strong grasp of the varied community engagement needed for the master planning process.

Staff will introduce the Designing Local staff at the work session to give a short overview presentation and gather Town Council's initial thoughts.

The final scope of work has been attached for reference.

Town of Breckenridge

ARTS & CULTURE MASTER PLAN

REVISED August 30, 2024



PROPOSED SCOPE OF WORK

The proposed scope for the Town of Breckenridge Arts and Culture Master Plan is below. The scope should be refined with input from staff. Please note that references to “Client Group” means the Town of Breckenridge’s designated project manager, from Town staff and Breck Create, and the “Team” refers to personnel from the Designing Local team as follows:

Amanda Golden - Principal-in-Charge
 Josh Lapp - Project Manager
 Jasmine Metcalf - Project Coordinator
 Nur Asri - Tourism Strategy & Funding
 Anna Talarico - Public Art Strategy

TASK 1: MOBILIZATION

1.01: Lead Kick-off Meeting with Steering Committee and Town Council. The Team will meet with the Client Group for an intense orientation. This is anticipated to be a day long session and include a tour of Breckenridge, highlighting any existing art, cultural, and historic destinations throughout the Town. A member of the Client Group will be expected to lead this tour. A meeting with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. The Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the project goals and outcomes.

1.02: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Arts and Culture Master Plan. This will address the role and responsibility of the Client Group and Team with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the staff and the team project manager.

Task 1 Deliverables

- Project work plan that outlines overall timeline and management plan for the project, including a list of unique or existing cultural events to maintain momentum throughout the planning process;
- Presentation and other materials for kick-off meetings with Town Council and Steering Committee as well as mutually agreeable stakeholder meetings.

TASK 2: RESEARCH & ANALYSIS

2.01: Research and document an inventory of existing art and cultural assets throughout Breckenridge. The Team will work with the Client Group to determine what current cultural destinations and attributes are revered and valued. Understanding the existing supply of arts and cultural facilities and programs in Breckenridge will be key to identifying future opportunities for arts and culture in the community and translating that into a mission, vision, and goals strategy for the Town. The Team will research, explore, and collect data on the following:

- Existing arts and cultural documents, plans and other relevant material, such as the Social Equity Blueprint and Destination Management Plan and elements described in page 10 of the RFP.

2.02: Market & Tourism Assessment. The Team will research, explore, and collect data on the following:

- Perception and value of different types of art, entertainment and culture to the community;
- Social intangibles of creative industries currently operating in Breckenridge, such as stewardship of place, affirmation of group identities, public health and education, as well as areas of opportunity;
- Desired impact of creative industries to distinguish Breckenridge in the marketplace, evaluated through the tourism framework of destination-driving and local animating activity/assets;
- Current facility usage and attendance trends, including number of unique individuals served, utilizing list of Town-owned public-facing cultural facilities;
- Market positioning for art, entertainment and culture in Breckenridge relative to the local, regional, and state landscape as well as opportunities to increase service to underrepresented communities.

PROPOSED SCOPE OF WORK, CONTINUED

2.03: Financial Assessment. The Team will research, explore, and collect data on the following:

- Town's financial, facility and other resource distribution processes for arts and culture;
- Community's ideal description of activity (i.e. type and quantity of events) to animate each facility and how activities are prioritized and scheduled;
- Current and prospective arts and culture audience interests, experience, access and demographics;
- Assessment of cost required for the Town should non-profit resident organizations not exist compared to current model;
- Assessment of current arts facility cost and management models. Benchmark with comparable municipally-owned arts facility cost and management models, user relationships and best practices;
- General challenges including sustainability and responsible development of art and culture, including access to regional and national funding opportunities in resort towns;
- Exemplars to benchmark roles, management and funding models for the Town, Breck Create and other stakeholder organizations as it pertains to the advancement of arts and culture in Breckenridge and improved efficiency and coordination between arts and cultural partners.

2.04: Design a project website. The Team will create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, and any other relevant information to the planning process.

2.05: Stakeholder interviews and focus groups. The Team will conduct a series of targeted interviews of local leadership. These interviews and meetings will include groups and individuals such as elected officials, nonprofit organization leaders, property owners, neighborhood representatives, local design professionals, developers, business organizations, historic preservationists, and Town staff. Focus groups may be comprised of members of local organizations and institutions that can provide valuable insight into the planning process. The Team anticipates 35 stakeholder interviews and 10 focus groups.

Task 2 Deliverables

- Summary analysis of research and assessment and presentation to Town Council and Steering Committee, including any materials necessary;
- Project website/webpage;
- Schedule and conduct stakeholder meetings;
- Summary of conclusions from stakeholder and focus group feedback.

TASK 3: COMMUNITY DIALOGUE & ENGAGEMENT

3.01: Determine existing attitudes and perceptions, opportunities and challenges to creating the Breckenridge Arts and Culture Master Plan. The Team will meet with the stakeholders identified in Task 1 to listen and learn about the Town. Stakeholder meetings may take place in one-on-one or group sessions. During this series of meetings, the Team will determine an internal vision and will discuss the plan for fulfilling the vision.

3.02: Identify sustainable funding, financing, and management models for future operational models. Based on the peer benchmarking research and a preliminary concept design alternatives developed by the Team, we will facilitate a half day interactive, in-person workshop with key expert stakeholders (shortlisted in coordination with the client) to review high-level findings and test a series of 'likely' public realm management scenarios under three potential management models for Breckenridge to determine potential challenges/opportunities under each model, and to engage in real-time problem solving as a group. Participants should represent local political decision makers/advocates, potential funders/financial backers (including taxpayers in a tax-assessed model), public realm management experts (local and/or from peer benchmarking set), as well as potential users of the public space (including event organizers, local artists, etc.).

PROPOSED SCOPE OF WORK, CONTINUED

By the end of the workshop, our team will have gathered comprehensive input from stakeholders to identify and refine the most appropriate ownership and management structure (with clear delineation of roles and responsibilities), and financing/funding structures (including magnitude of annual budget) required to annually maintain and manage.

3.03: Plan and execute a comprehensive community public outreach program. The Team will work with the Client Group to design and facilitate a series of public outreach events. These events will include a variety of community engagement opportunities including but not limited to virtual/in-person information sessions, focus groups, town hall meetings, interviews, surveys, and guided social media discussions. Community engagement activities and opportunities will utilize a variety of techniques and formats to ensure a positive and inclusive public participation process.

- **Create.** The Team will work with the Client Group to design the specific details for each workshop from a year-round perspective, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the Team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the Town's website, and will be available in hard copy in Town offices.
- **Market.** The Team will develop and manage the tools to collect community input and data, including assist with promoting the workshops, and developing the design of all marketing materials. The Team will utilize the arts community, neighborhood organizations, and the Town to promote the workshops within their networks.
- **Facilitate.** The Team will lead the community engagement opportunities or train local leaders to solicit input from as many people as possible, including those who already access arts and cultural programs and resources and those who do not, ensuring the process collects input from audiences of diverse backgrounds, including from those for whom English is a second language. We will coordinate with your preferred consultant for Spanish translation services, as needed, throughout the process.
- **Report.** The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens to key stakeholders.

Task 3 Deliverables

- Public workshop series and presentation materials, including survey;
- Promotional content and marketing assets for use of all organizational partners in promoting community public outreach events;
- Public engagement report including data from public and steering committee meetings;
- Presentation to Town Council.

TASK 4: SYNTHESIZE IDEAS & DEFINE STRATEGY

4.01: Articulation of a common vision for Breckenridge. Based on the public workshops and stakeholder meetings, the Team will extract the story Breckenridge wants to tell to the outside world and within the community through its Arts and Culture Master Plan. This narrative, in addition to any existing plans and the needs assessment completed in Task 2 as part of the public engagement report, will become the foundation on which the Arts and Culture Master Plan is built. The Arts and Culture Master Plan will contain goals and action steps for arts and culture that are achievable within the next 5 to 10 years. Each recommendation will be examined for connection to other planning projects. It is understood that the objectives of the plan may be subject to change during the planning process. The Arts and Culture Master Plan will cover at a minimum the following topics and are not listed in a particular order:

- Executive summary;
- Vision statement and key goals for arts and culture (mapped to Town and arts non-profit goals);
- Conclusions and recommendations:
 - Priority areas of social impact, value and dominant and non-dominant identity community engagement;
 - Priority areas to develop economic impact and vitality, including framework and criteria for Town investment in programs to drive destination tourism and enhance local arts and culture activity;
 - Priority areas for social equity and inclusivity;

PROPOSED SCOPE OF WORK, CONTINUED

- Framework and criteria for cultural facility utilization, operations and capital investments;
- Ideal municipal funding and management policy model;
- Framework and options for promotion of arts and culture as an element of Breckenridge brand; and
- Opportunities for improved alignment, shared services and cooperation among arts organizations.
- Action Plan with long and short-term strategies to implement recommendations, time horizon goals and responsible lead and participatory parties; and
- Appendix with research and data methodology.

4.02: Develop a strategy to gain community consensus for the Arts and Culture Master Plan. The Team will work to determine the tools and information needed to create the basis for community-wide consensus building. Design and implement a review process to ensure community input on the draft plan and incorporate feedback as appropriate.

Task 4 Deliverables

- Virtually present a Draft Arts and Culture Master Plan to the Client Group, Town Council, and Steering Committee;
- Community outreach strategy and execution for adoption;
- Identification of gaps between the current and desired future state of programs and cultural facilities, providing recommended community priorities and Town investment areas;
- Recommendations for equitable funding models and polices to support delivery of arts and culture in Breck;
- Recommendation for Town management polices related to arts and culture in Breck, roles of Breck create , Breck Tourism Office, Breck History, NRO, Backstage Theatre and Breck Film;
- Recommendations for addressing opportunities for improved efficiency and coordination between arts and culture partners.

TASK 5: INITIAL RECOMMENDATIONS

5.01: Present outline and graphic elements of the Arts and Culture Master Plan. The Team will present the structure and components of the Arts and Culture Master Plan, including design elements and format to the Client Group. A list of proposed education and PR materials for public consumption will be included.

5.02: Present draft Arts and Culture Master Plan to the steering committee and community stakeholders. The Team will provide steering committee, community stakeholders, and the general public with recommendations to solicit final comments to gauge the level of support and feedback for any plan changes. The Team will also educate Town staff, local arts and cultural organizations, and project steering committee about the process of implementing recommendations in the respected departments and with respective partners.

5.03: Outreach Materials. The Team will develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

Task 5 Deliverables

- Presentation of initial recommendations to community stakeholders and staff, including Town Council;
- Draft Arts and Culture Master Plan including presentation slides;
- Outreach materials.

TASK 6: FINAL PLAN

6.01: Creation of the Arts and Culture Master Plan. The Team will finalize the plan based on feedback from the community stakeholders, Town staff, steering committee, and elected officials.

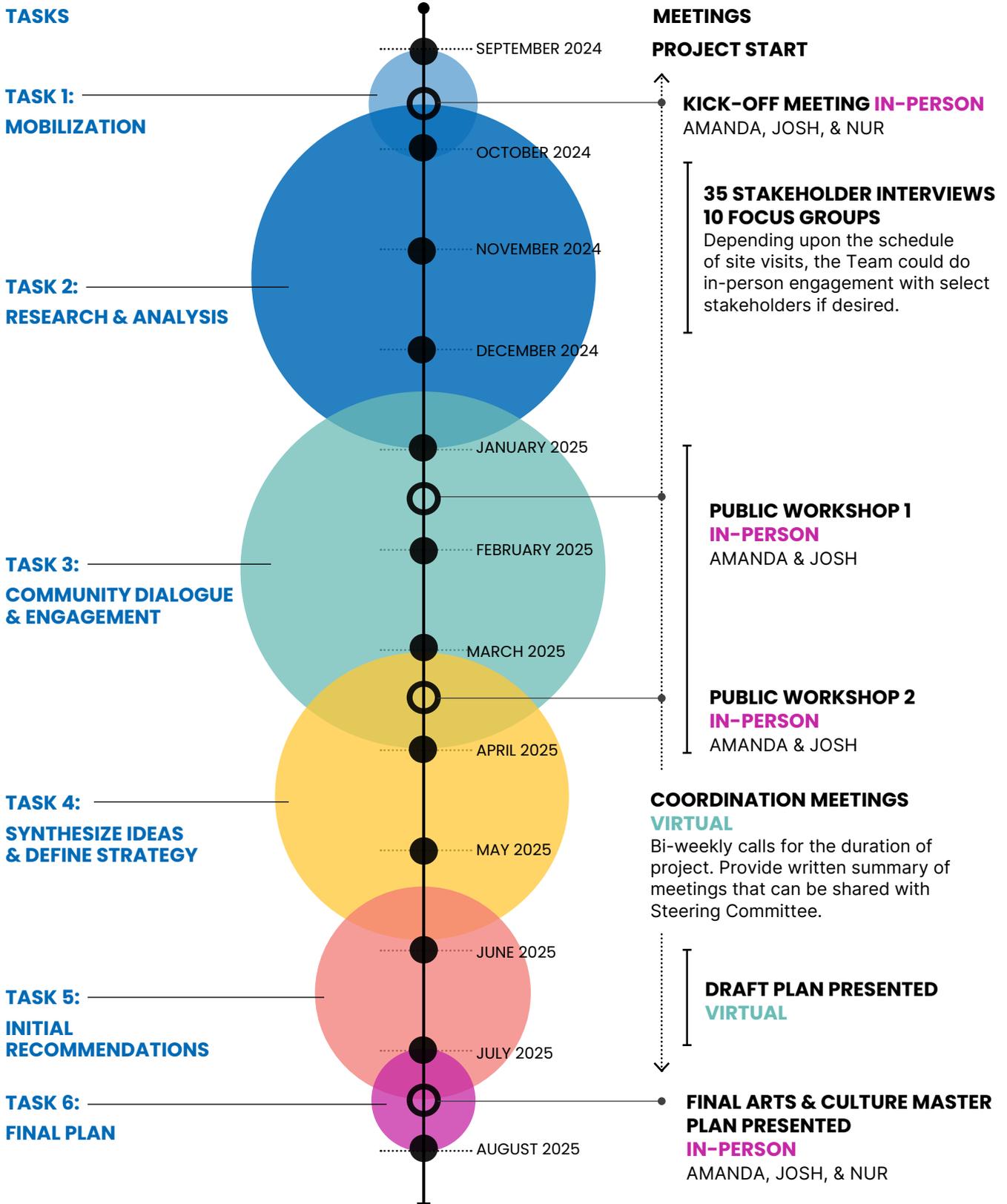
6.02: Presentation to Town Council and community members. The Team will present the final Arts and Culture Master Plan at a Town Council work session or meeting.

Task 6 Deliverables

- Final Arts and Culture Master Plan presentation to elected officials and the general public.

PROPOSED SCHEDULE

Designing Local anticipates that this project will require approximately 12 months to complete. This will include 4 in-person meetings and bi-weekly Client Group meetings. The process shown below is preliminary and we anticipate refinement of the schedule with input from the Client Group.





Summit School District 2024 Bond Initiative

Today's Outcomes



- Proposed 2024 Bond measure
- 2024 Goals of the Bond
- Frequently Asked Questions

Proposed 2024 Bond Initiative

The proposed bond investments will provide funding for:

Housing to support teacher and staff recruitment and retention; **critical building maintenance** across the district; investments in **career and technical education** through a dedicated Career and Technical Education Innovation Center; as well as **safety, security and technology** improvements.

Tax Estimate:
(Maximum)

\$13 per month
for a \$1M home value



What is a Bond?

- Typically a 20- to 30-year debt issuance that is purchased by investors.
- Paid by the district over the time period and includes principal and interest.
- Allows the district to access funds at issuance in order to address capital investments like new school buildings and facilities maintenance.
- Are not used for operational expenses.
- Must be approved by local voters.
- Includes an annual tax dedicated solely to paying the debt off.



Goals of the Bond:



Future-Ready Students:

Our investment in Career and Technical Education (CTE) programs equips students with the skills and knowledge they need to thrive in today's competitive job market. The potential SSD bond will:

- Develop a new **CTE Innovation Center** with additional classroom/labs to support exceptional learning environments with high-quality, hands-on classrooms for career and technical education (CTE).
- **Remodel existing spaces** to support improvement of existing CTE programming.
- Provide **the education that today's students will need for tomorrow's jobs** and careers, including access to Future-Ready Pathways such as **Healthcare, Business/Mktg/Entrepreneurship, Computer Science, Advanced Manufacturing/Engineering, Skilled Trades, and Natural Resources/Outdoor Leadership, Human Services & Education.**



Goals of the Bond:



Future-Ready Students:

The Bond proposal will develop a new **facility to relocate Snowy Peaks Jr/Sr High** on the SHS site in order to increase access to CTE and Pathways Learning.

- Summit School District's small, nontraditional school option for students.
- Serves ~85 students in grades 7-12. EPIC program serves 40+ students.
- Creates a student-centered learning community that provides an individualized experience for all students.
- Focus on both personal and academic growth to prepare all students for post-secondary success.



Goals of the Bond:



Future-Ready Students:

The Bond proposal will develop a new **facility to relocate Snowy Peaks Jr/Sr High** on the SHS site in order to increase access to CTE and Pathways Learning.

- Performance Accreditation since 2019
- 0% Dropout Rate! (6 consecutive years)
- 94% Daily Attendance Rate
- 100% Four-year Graduation Rate (2022-2023 graduate cohort)
- EPIC program - 100% Graduation Rate and 0% Dropout Rate
- Successful programming has resulted in a wait list for enrollment for the last several years.



Goals of the Bond:



Future-Ready Students:





Workforce Housing for Teachers & Staff

Attract and retain the best teachers and staff by providing affordable rental housing. The Bond will help to address these challenges by **developing up to 60 housing units for rental** on district-owned land.

- In 2023, **support staff turnover rate was 38% and teacher turnover rate was 14%.**
- The most thorough research to date on classroom best practice has revealed that **the number one factor that impacts student learning is engaging teaching.** (*Hattie, 2023*) Teacher and support staff retention will directly impact the student experience.





Safe and High-Quality Learning Environments:

Maintain and improving school buildings and facilities to ensure secure, adequate and comprehensive learning environments. The Bond proposal will:

- **Invest in critical repairs** to roofs, HVAC systems, restrooms and other essential facilities, including upgrades to kitchen equipment, playgrounds and athletic spaces.
- **Improve internet connectivity and technology infrastructure** to support modern educational needs.
- Provide additional space for **student mental health support** and other essential services.
- Implement **advanced security technology**.





Safe and High-Quality Learning Environments:

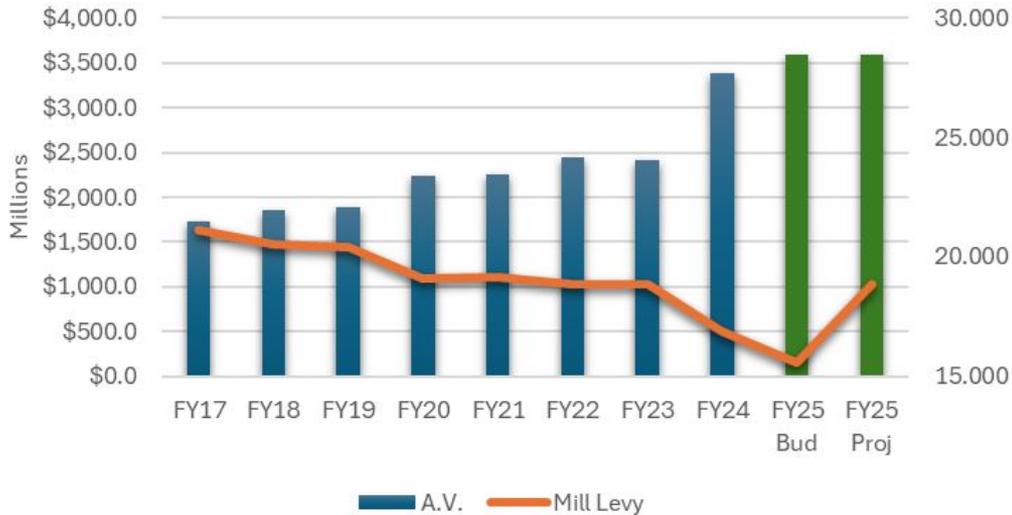
Breckenridge Elementary, the oldest school in our district, faces significant structural challenges. With a Facility Condition Index (FCI) of 75.5%, it is categorized as severely deficient. Specifically, the building is no longer to code and requires a new roof and contains asbestos. These factors necessitate action to ensure a safe and conducive learning environment for our students in the future. The proposed bond will

- Develop a new **facility for Breckenridge Elementary**, ensuring future-forward learning opportunities and preserving the central, community-focused environment that our families value while minimizing disruption during reconstruction.



District Mill Levies:

Assessed Valuation and Mill Levy



The District took advantage of incredibly low interest rates and its **AAA bond rating** in 2021, when it refinanced bond and **saved Summit taxpayers** over \$623,000 in interest expense.

The District will make the final payment on its 2004 bond issue this December. This payoff of a portion of the District's bonds will result in a **reduction of \$3.7 million in District taxes** next year.

This upcoming drop in the bond payment and a **nearly 2 mill drop in the total mill levy paid to SSD in 2024** has provided an opportunity to present the community with the 2024 bond proposal to **address the District's most critical facility and instructional needs at a low cost to taxpayers.**

**Estimated Net Tax Impact:
\$13/month for a \$1M home**



Frequently Asked Questions:

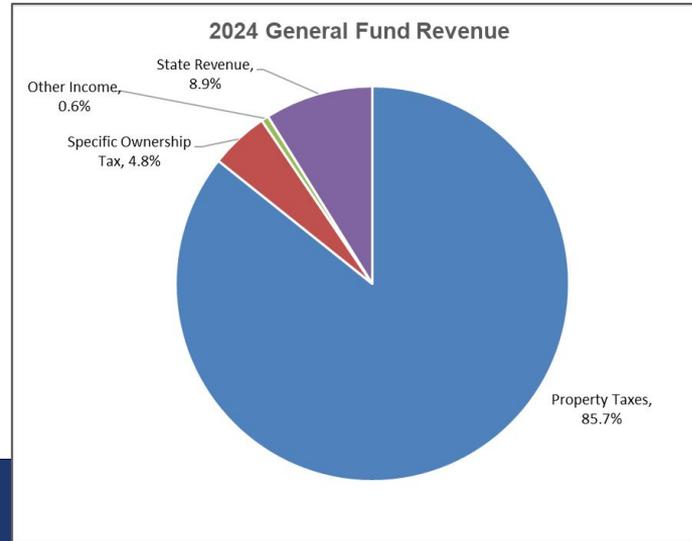
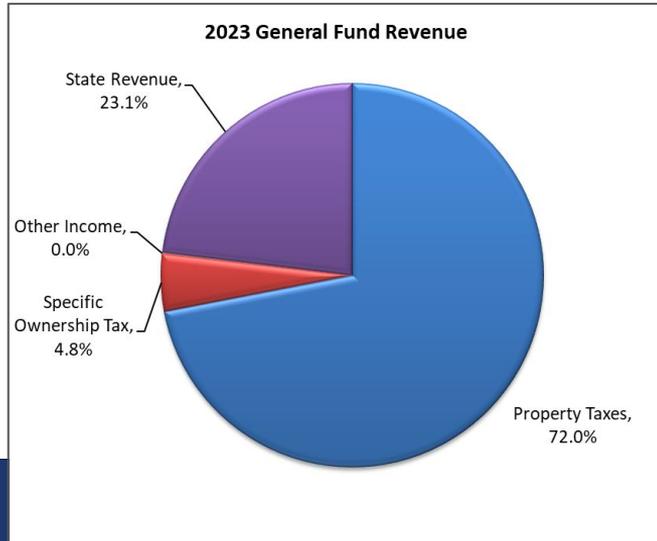
Colorado lawmakers and the governor recently celebrated that state schools are fully funded for the first time in decades, why are school districts still asking voters for additional funding or borrowing?

The **state's funding formula determines how much money each district receives**, but most local property taxes do not cover the total amount needed. While the state funding for schools has returned to 1989 levels (when adjusted for inflation), **Colorado continues to rank low in per-pupil investment compared to other states**. "Fully funded" means the school finance formula is no longer being reduced by the Budget Stabilization factor. Over the last 15 years, schools have faced over \$11 billion in cuts, with no plans for repayment. As a result, some districts are asking local voters for support to meet operational needs, improve facilities, or invest in safety measures.

Frequently Asked Questions:

Didn't the district receive more money when property taxes increased?

The state's School Finance Act sets the annual funding amount for each district across Colorado. If local property tax collection increase, the district's funding stays the same and the state reduces its share of funding for the district.



Frequently Asked Questions:

Why can these projects not be funded through the existing budget?

Funding major improvement projects through our existing budget is not feasible due to the limited capacity of our general fund, which is primarily allocated for essential operational expenses such as salaries, utilities, and classroom resources. **A bond allows us to secure the necessary funding for significant infrastructure upgrades without compromising the day-to-day financial stability and educational quality of the district.** This approach ensures we can address urgent facility needs while continuing to provide excellent educational services.



Frequently Asked Questions:

With so many other housing projects coming online across Summit County why does the district need to provide housing?

Despite the influx of new housing projects across Summit County, the district's initiative to provide housing is essential. According to a recent housing needs assessment, **48% of our staff are considering leaving due to the high cost of living.** Additionally, projections indicate that housing supply will not meet the existing demand. By proactively partnering with the community, Summit School District aims to ensure that our educators can afford to live in the community they serve, thereby supporting the stability and quality of education for our students.



Frequently Asked Questions:

What are those who support the measure saying?

- Summit School District's bond is focused on providing an exceptional education for current and future students by providing new classroom spaces for career and technical education that will prepare students for their future careers while ensuring safe, healthy and secure learning environments in all of the district's school buildings.
- The bond will allow the district to provide access to much-needed rental housing to attract and retain great teachers and staff.
- The bond will allow for maintenance and updates in all of the district's schools to extend their useful lives, protecting these community assets, while also building a new Breckenridge Elementary to replace the current school building that is in need of significant improvements.

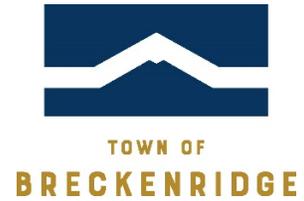
What are those opposed to the measure saying?

- Now is not the right time to increase property tax on Summit County homes and businesses after last year's reassessment led to increases in property taxes.
- The district should be focused on students, teachers and classrooms, instead of buildings, by putting more of its budget into curriculum, classroom materials and support for teachers.
- Breckenridge has one of the smallest student populations and should not get a new school.





For more information visit:
<https://www.summitk12.org/facilities/2024-facilities>



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: September 18, 2024
Subject: Planning Commission Decisions of the September 17, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, September 17, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the September 3, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the September 17, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

PRELIMINARY HEARINGS:

1. Frith Residence New Single Family (SVC), 110 S. High Street, PL-2024-0274

Ms. Crump presented a proposal to construct a new two-story, 1,546 sq. ft. single-family residence with 1 bedroom, 1 bathroom, and a 2-car garage on a currently vacant lot. The following specific questions were asked of the Commission:

1. Does the design fail Priority Design Standard 86 regarding roof massing and scale of building height?
2. Does the design comply with Design Standards 91, 92, 93, and 130 regarding architectural details and ornamentation?
3. Does the front façade design fail Priority Design Standards 95 and 96 regarding window glazing?
4. Do the other facades substantially comply with Priority Design Standards 95 and 96 regarding window glazing?
5. Does the design fail Priority Design Standard 121 regarding excessive dormers?
6. Does the design comply with Design Standard 122 regarding the height of the primary façade, recommended at 1 to 1 ½ stories?
7. Does the design comply with Design Standard 129 regarding the proposed second level deck?
8. What other comments does the Commission have for the project?

Commissioner Comments / Questions:

Ms. Gort: Would the home and the rear French doors be visible from the public trail? (Ms. Crump stated that she did not think so due to the slope of the property and the higher grade of the trail.) Ms. Gort reiterated that she thought the applicant should consider the visibility of the French doors from the public trail right-of-way. Ms. Gort asked if the bay window counted toward square footage. (Ms. Crump replied that they did not.) Ms. Gort suggested the applicant consider the design of historic houses with roofs that cover bay windows and to reduce the overall glazing. She continued that the Code talks about the railing defining the primary entrance and she did not think the railing related to the primary entrance in this instance. (Mr. Kulick noted that a primary entrance from an architectural perspective was not necessarily the same as the functional primary entrance, and the lower door was the architectural primary entrance. He noted other examples where staff had evaluated the primary entrance that way.) Staff and Ms. Gort discussed whether the garage was highly visible from the street. Ms. Gort summarized that she recommended that the applicant propose a more architecturally compatible historic-looking garage door. (Ms. Crump showed an example on Ridge Street of a

similar layout with a home with a garage in the same location and of similar height behind a historic home.)

Mr. Leas: Is the utility easement electric and gas? (Ms. Crump replied that she did not know if the utilities had been located, but there was a 10-foot utility easement. Xcel had indicated that they did not think they would need the entire easement and were most likely on board with the 1' 6" encroachment of the structure.) Mr. Leas stated that he thought the driveway served three properties. (Ms. Crump stated that it was an access across Lot 7A but there is no right for Lot 7A to park on the access easement.)

Applicant, Dave Frith – We feel like a small, single-family home meets our current family needs. He stated that they owned both lots 7A and 7B, but the grade change was tricky to combine the lots and lends itself to a smaller separate structure. He noted that the access easement served two lots and described working with his neighbors on the EV charging location. He stated that they wanted to be respectful of the standards and the Town and described that there were challenges for rear access and the 10-foot plate for the project. He described the rear elevation as more like the front elevation, and they had designed the house that way since it was not at street level. He agreed with staff that there was a slope going up to the trail behind the house which would obscure this façade from view. He stated that the massing studies in the application were somewhat misleading because they did not show the context of the house and how the views would be obscured by the historic home in the front and the other surroundings. The steeper roof pitches were supported by other buildings in the neighborhood and the dormers invited natural light, and the steeper roof pitches and dormers made the home feel larger. He described the proposed mechanical system for managing groundwater. He finished by stating that this house was not a street-level, street-facing home.

Ms. Gort: How far above on the slope is the trail from the French doors?
Mr. Frith: The garage is 9620' USGS, the first floor is at 9629' USGS, and the walking trail is at 9633' USGS for about 4-5' of grade change.
Mr. Guerra: Where would the discharge go to for groundwater management?
Mr. Frith: We are waiting to see what happens with the house on 106 S French Street currently under construction. With the new foundation we could store the water and then dissipate it back into the ground instead of a traditional sump pump.
Mr. Leas: Have you engaged a geotechnical engineer?
Ms. Crump: Engineering is requiring a geotechnical report for the building permit application.
Mr. Leas: Drainage is potentially a big issue here for the front property.

The hearing was opened to the public for comment.

Patrica Woollett, 108 South High Street A & B – Has lived in Breckenridge for 40 years and tried to buy the lot where the proposed house is going. She stated that they spend six months a year here during the summer. She stated that she had personal questions about the proposed building. The height would affect their gardens and the sunshine. She described opposition to the amount of glass proposed on the front of the home which would be visible from her property's main living area. She was confident that they would be able to come up with some plans that would take everyone's needs into consideration in this tight area. She stated that she and her husband would not be able to be in the back house during construction in the few years that she and her husband have left. She stated that she was sure the Code would all be met, but this was a crowded neighborhood, and she was hopeful that there would be accommodations. They had a chance to speak with the applicants and everyone wanted to be good neighbors.

There were no other public comments and the comment period portion of the hearing was closed.

- Mr. Kulick: In terms of the actual building height, this proposal was less than two stories. The specific question for the Commission was regarding the perceived bulkiness in Design Standard 86, which was more about how the height and bulk felt, rather than whether the structure met the actual height standard, which it does comply with at 23'. Staff, Mr. Frith, and the Commissioners discussed how height is measured per the Development Code.
- Ms. Gort: Why did you show the height the way you did on the plans?
- Mr. Frith: There was also a story requirement, so there were two different guidelines that he was showing compliance with. He noted that from the rear elevation you could have a 23' height, but the grade softened the height limit by following the natural grade.
- Ms. Gort: Looks like a great house. There is lots of glass in the front, so try to make it more historic looking. She was not convinced that the view from the trail is not visible and she stated that the French doors were not compatible with historic precedent in the area. The garage will be visible and the applicant should do anything to make the garage look more compatible with the district.
1. Does not comply.
 2. Does comply.
 3. Does not comply.
 4. Does not comply due to the French doors.
 5. Does not comply.
 6. Does not comply.
 7. Does not comply. It needs to have some type of roof over it and it does not define a primary entrance.
- Mr. Guerra:
1. The project does not comply.
 2. Does comply.
 3. Does not comply.
 4. Due to the site, this does comply.
 5. Does not comply.
 6. Does comply.
 7. Does comply.
- Ms. Propper:
1. The project does not comply.
 2. Does comply.
 3. Does not comply.
 4. Does comply.
 5. Does not comply. If the roof massing is addressed, maybe this problem is resolved.
 6. Does comply.
 7. Does comply.
- Mr. Leas:
1. The project does not comply.
 2. Does comply.
 3. Does not comply.
 4. Does comply.
 5. We did not define what constitutes excessive dormers; is it the size, or the number? The quantity of dormers is not excessive, but the mass of the dormers could be construed as excessive.
 6. Does comply.

7. Does comply. The entire Commission would probably be happier if you could make a portion of the deck a covered porch.

Mr. Truckey: The duration of a development permit is three years to make substantial improvements, including infrastructure such as utility installation and foundation. If you do not meet that deadline you may be subject to any code changes and you would need to go back through the permit process at that time.

WORK SESSIONS:

1. Workforce Housing Building Heights

Mr. Truckey presented a proposal to update the Development Code in relation to the heights for workforce housing. The proposed changes include assessing zero negative points if the design is no more than one story over the land use guidelines recommendation.

Commissioner Comments / Questions:

Ms. Propper: The workforce housing should be big enough to accommodate a family. Encouraging 500-square foot units and allowing the developer to have much larger market-rate units was unfair and was not consistent with the goal of encouraging workforce housing. She recommended going to square footage. (Mr. Truckey noted that there was a minimum square footage for the workforce units.)

Mr. Leas: You can have a hybrid where you had a majority of the units, but the units had to have some equity between them, to where you get to a majority of like units across the different types.

Ms. Gort: What are we gaining with this height if they are going to sell all the upper-floor units at market rate? (Mr. Truckey stated that we have a very limited amount of land and this is an option for private developers to incentivize some additional workforce housing construction.)

Ms. Gort: You're bribing the development to bring more units that may sit empty. She wanted to see something in the code about encouraging garages under the units and stated that there should be no short-term rental of market rate units. (Mr. Kulick stated that the current short-term rental regulations would likely prohibit that anyway. He added that the market rate units created an incentive to add more affordable units. Similarly, having all underground parking would be difficult cost-wise. Mr. Truckey added that the Town's projects are mostly workforce housing, but we can't expect that from a private developer. There needs to be some incentive, such as having that additional floor with the market-rate units. Getting private developers to build affordable housing would be a big win.)

Mr. Leas: The point is that we have a limited resource of real estate and we need to house people, particularly in the middle income, with young families and working in service industries, who did not have any place to go that was affordable. We need to have incentives to develop those units. The more units you can put in a project diminishes the cost.

Mr. Truckey: We're still worried about community character, so it was a balancing act. Going one story makes perfect sense, and going beyond that it was probably still worth assigning negative points, but staff wanted commissioner feedback on that.

Mr. Guerra: I agree with what's been said about square footage. This was an important incentive, but it makes sense to assign buildings negative points that were too high, and this was a way to get a little bit more without compromising our ideals. He stated he was in full support and wanted to make sure it was equitable between market-rate and workforce housing.

Ms. Gort: I like the square footage measurement versus unit count. She was concerned that the ceilings would be lower for the workforce units and higher for the market-rate units.

Mr. Kulick noted that the housing type could be more diverse than just apartment units.

Mr. Leas: We need to broaden this to include mixed-use commercial projects and gave examples of flexibility for evaluating mixed-use developments.

Mr. Guerra agreed.

Mr. Leas: It would be a win/win to build a several-layer parking facility and put a solar farm on top of that.

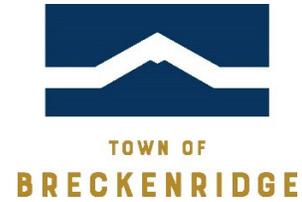
OTHER MATTERS:

1. Town Attorney Hiring Process
2. Site Visit to Denver for Affordable Housing Units
3. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:23 pm.

Mark Leas, Chair



Memo

To: Breckenridge Town Council
From: Pamela Ness, Revenue Manager
Date: September 11, 2024 (for the September 24th meeting)
Subject: Water Payment Delinquency Fee (Second Reading)

Proposal:

Change the water billing delinquency charge to a flat fee of \$15.00. This change aims to simplify billing and ensure fairness.

Background:

Town Code (Ordinance 9 Series 2001) currently imposes a 1.5% monthly delinquency charge for overdue water bills. Staff propose shifting to a \$15 flat fee to simplify and standardize the process. Currently, 3% of customers are late in paying their water bills, which significantly increases the administrative time required for the collections process. This proposed change to payment delinquency aims to reduce staff administrative burden while promoting timely payments for this essential utility. The existing 1.5% monthly surcharge on overdue water bills is insufficient to significantly alter customer behavior, because it does not provide a strong enough deterrent against late payments. Additionally, the current process for contacting delinquent customers and managing overdue accounts is complex and resource intensive. This process can lead to inconsistencies in how late payments are handled, potentially resulting in unequal treatment of customers.

The Town is committed to upholding its commitment to diversity, equity, and inclusion. As we consider this amendment, we recognize the importance of ensuring that all community members are treated fairly and equitably in the utility billing process.

Rationale:

1. **Simplicity and Predictability:**
 - o A flat fee is easier for residents to understand compared to a percentage-based charge.
2. **Encouragement of Timely Payments:**
 - o A fixed fee provides a clear deterrent against late payments.

Proposed Fees for Delinquent Accounts:

1. **Mailed Shutoff Letters:**
 - o **Fee:** \$10.00
 - o Covers administrative costs and postage.
2. **Door Hangers:**
 - o **Fee:** \$20.00
 - o Reflects time and travel for placing the door hanger.
3. **Shutoff and Turn-On Fee:**
 - o **Fee:** \$160.00
 - o Covers labor and potential snow removal for shutting off and turning on water.

Conclusion:

The proposed fees aim to streamline processes, ensure fairness, and encourage timely payments. Approval of these adjustments will enhance billing transparency and efficiency. Town Council approved the ordinance at first reading on September 10th, 2024, and there have been no changes or revisions to the ordinance since then. Staff recommends Council approve the delinquency fee change ordinance at second reading. Staff will be at Tuesday's Town Council meeting to address any questions.

COUNCIL BILL NO. 21

Series 2024

A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS.

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

Section 1. That section 12-6-2 is hereby amended to delete the language stricken and add the language underlined to read as follows:

~~A delinquency charge of one and one-half percent (1 1/2%) per month~~ The department of finance shall impose the following fees for delinquent accounts commencing on the due date:

- 1. Delinquent Accounts: \$15.00
- 2. Mailed Shut off letter: \$10.00
- 3. Door Hangers: \$20.00
- 4. Shut off and turn on: \$160.00

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

Section 3. This ordinance shall be effective as provided in Section 5.9 of the municipal charter.

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

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

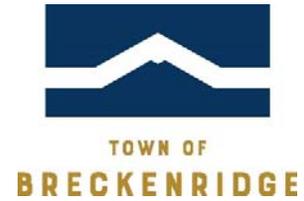
By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

ATTEST:

DRAFT



Memo

To: Town Council
From: Chris Kulick, Planning Manager
Date: 9/17/2024, for the meeting of September 24, 2024
Subject: Natural Medicine Business Land Use Regulations (Second Reading)

Town Council reviewed this proposal to establish local regulations for the location of Natural Medicine Businesses in the Development Code and specifically restrict Natural Medicine Businesses from locating in the Downtown Overlay District. This topic was discussed at a Work Session on August 13th and approved the Ordinance on first reading at the September 10th meeting. There are no changes from first reading.

Staff recommends the Town Council approve the second reading of an Ordinance to establish local land use regulations for Natural Medicine Businesses.

A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES.

WHEREAS, Colorado voters approved a citizens’ initiative known as “Proposition 122: Access to Natural Psychedelic Substances,” which is now codified in Colo. Rev. Stat. §§ 12-170-101 through 115 (the “Enabling Act”);

WHEREAS, the Enabling Act decriminalizes the personal possession, growing, sharing, and use, but not the sale, of certain natural medicine substances;

WHEREAS, the Enabling Act allows the supervised use of psychedelic mushrooms by individuals aged 21 and over at licensed facilities and requires the state to create a regulatory structure for the operation of these licensed facilities;

WHEREAS, the Enabling Act prohibits local governments from banning licensed facilities, services, and use of natural psychedelic substances permitted by the Enabling Act, while allowing local governments to adopt local regulations or local licenses governing the time, place and manner of operation of these facilities;

WHEREAS, the State Legislature enacted Senate Bill 23-290, which is codified in Colo. Rev. Stat. §§ 44-50-101 through 904 (the “Act”), to create the regulatory structure for the operation of these licensed facilities, which includes the licensing and registration of facilities and related businesses that provide for the use, cultivation, manufacture and testing of these substances;

WHEREAS, the Act provides that the “state licensing authority” as defined by the Act, will “not receive or act upon an application for the issuance of a natural medicine business license” ... “[f]or a location in an area where the cultivation, manufacturing, testing, storage, distribution, transfer, and dispensation of natural medicine or natural medicine product as contemplated is not permitted under the applicable zoning laws of the local jurisdiction;”

WHEREAS, the Act further provides that the state licensing authority will not receive or act upon an application for the issuance of a Natural Medicine Business License “[i]f the building where natural medicine services are provided within one thousand feet of a child care center; preschool; elementary, middle, junior or high school; or a residential child care facility . . .;”

WHEREAS, the Act further provides that “the governing body of a

1 municipality, by ordinance; . . . may vary the distance restrictions imposed by [the Act]
2 . . . for a License or may eliminate one or more types of schools or facilities from the application
3 of a distance restriction established by or pursuant to [the Act] . . .;”

4 WHEREAS, the Town of Breckenridge’s development code does not establish zone
5 districts only by uses (e.g. residential, commercial or industrial zone districts);

6 WHEREAS, the Town has created overlay districts from time to time to regulate certain
7 specific and new uses;

8 WHEREAS, the Town Council of the Town of Breckenridge desires to enact this
9 ordinance to establish the appropriate areas for the operation of natural medicine businesses
10 that are issued licenses pursuant to Act;

11
12

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

15

16 **Section 1.** That new definitions be added to section 9-1-5 and placed in alphabetical
17 order to read as follows:

18 **9-1-5: DEFINITIONS:**

19 HEALTH-CARE FACILITY: An entity that is licensed, certified, or otherwise permitted by law to
20 administer medical treatment in Colorado, including a hospital, clinic, hospice entity,
21 community mental health center, federally qualified health center, rural health clinic, organization
22 providing a program of all-inclusive care for the elderly, long-term care facility,
23 continuing care retirement community, or other type of entity where health-care is provided.

24

25 NATURAL MEDICINE BUSINESS: means any of the following entities as defined by state law,
26 as amended from time to time:

27 A. Healing Center: A facility where an entity is licensed by the State Licensing Authority
28 pursuant to article 50 of title 44 that permits a Facilitator to provide and supervise
29 Natural Medicine Services for a Participant.

30 B. Natural Medicine Cultivation Facility: A location where Regulated Natural Medicine is
31 grown, harvested, and prepared in order to be transferred and distributed to either a
32 Healing Center, Facilitator, a Natural Medicine Products Manufacturer, or to another
33 Natural Medicine Cultivation Facility.

- 1 C. A Natural Medicine Products Manufacturer: A person who manufactures Regulated
- 2 Natural Medicine Products for transfer to a Healing Center, Facilitator, or to another
- 3 Natural Medicine Products Manufacturer.
- 4 D. A Natural Medicine Testing Facility: A public or private laboratory licensed, or approved
- 5 by the Division, to perform testing and research on Regulated Natural Medicine and
- 6 Regulated Natural Medicine Product.

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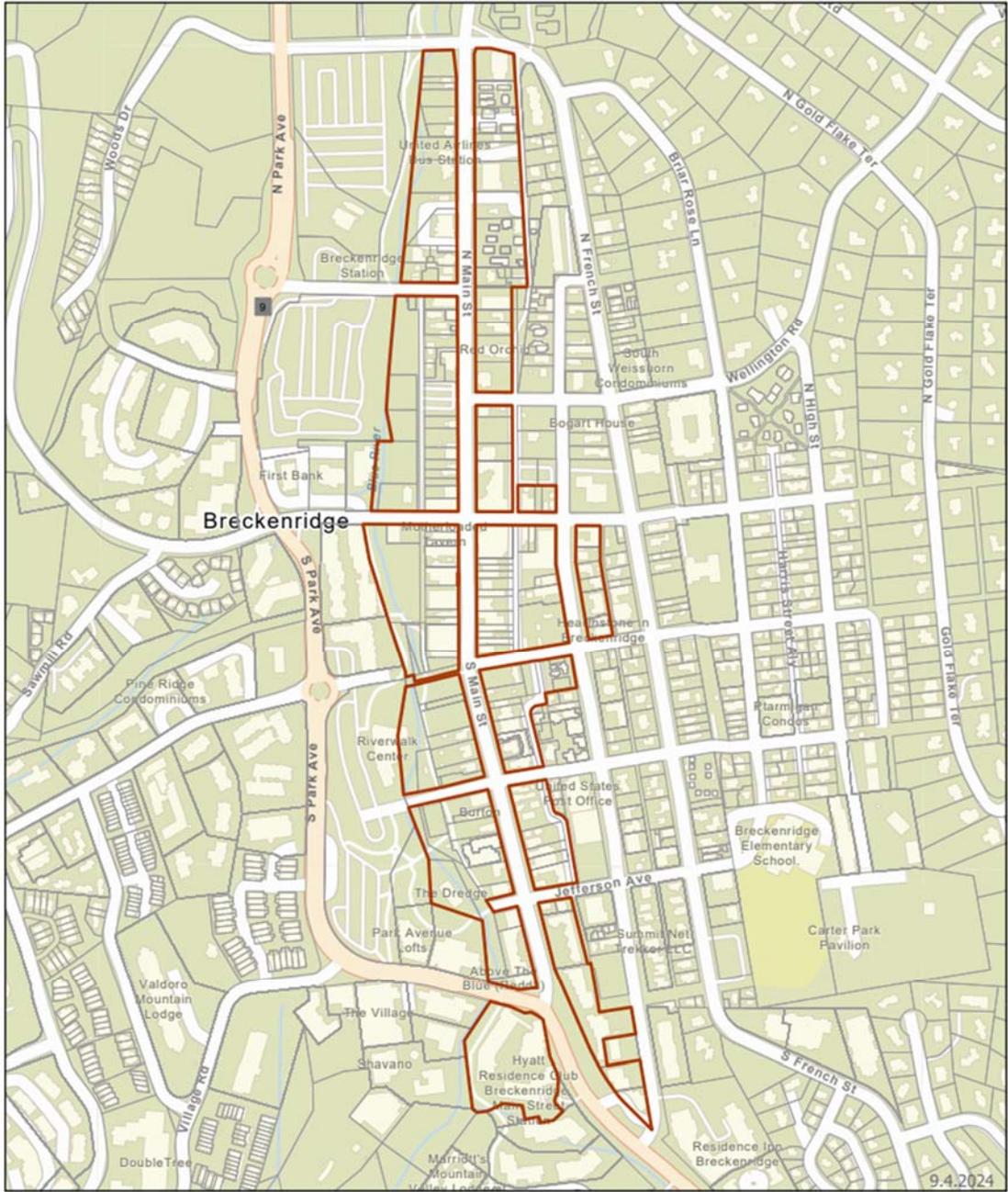
8 **Section 2.** That a new Policy 53A be added at section 9-1-19-53A, and entitled “Natural
9 Medicine Businesses,” to read as follows:

10 Natural medicine businesses are permissible in accordance with state law except as provided
11 by the following zoning and distances restrictions:

- 12 a. Natural Medicine businesses shall not be located within the Downtown Overlay District,
13 as shown in section c. of this Policy, unless co-located with an existing Health Care Facility;
- 14 b. Natural Medicine Businesses shall not be:
 - 15 1. Within 1,000 feet of a licensed childcare facility.
 - 16 2. Within 1,000 feet of any preschool, elementary, middle, junior, or high school, or
17 a residential childcare facility.

18 The distances in subsections b. 1 and b. 2 shall be measured as a straight line from the
19 nearest property line.

- 20 c. Downtown Overlay District Map



Downtown Overlay District
Town of Breckenridge

 Downtown Overlay



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

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN
3 FULL this 10th day of September 2024.
4 READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON THE
5 TOWN'S WEBSITE this 24th day of September 2024. A copy of this Ordinance is available for
6 inspection in the office of the Town Clerk.

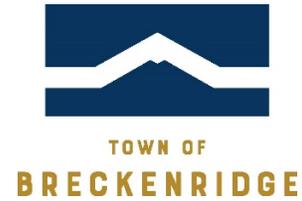
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8 TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation

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13 By: _____
14 Kelly Owens, Mayor

15
16 ATTEST:

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20 _____
21 Helen Cospolich, CMC,
22 Town Clerk

23
24 ATTEST:



Memo

To: Town Council

From: Julia Puester, AICP, Assistant Community Development Director

Date: September 16 for the meeting of September 24, 2024

Subject: Employee Generation Ordinance (First Reading) An Ordinance to Amend Policy 9-1-19-24A (Social Community) Regarding Employee Generation

The employee generation policy (Policy 24A. B of the Development Code) was adopted in 2020. This policy requires all new development projects to mitigate a percentage of the employees generated by the new development or by the increase in intensity of use in existing spaces (e.g., conversion of retail to restaurant). The policy is one of many policies, programs, and practices the Town has implemented to address the gap in attainable workforce housing in our community. When the policy was adopted, impacts to businesses from COVID were ongoing and an accurate reflection of employee generation could not be realized through a nexus study at that time. The adopted policy included the employee generation numbers established by a Town of Vail nexus study completed in 2016. Now that the effects of the pandemic have subsided and employment rates in businesses have stabilized, best practice dictates a Town-specific nexus study be conducted and adopted. The Town engaged Economic and Planning Systems Inc. (EPS) out of Denver, who completed the employee generation nexus study for in-Town businesses in 2024. Staff presented the nexus study results and potential changes at the June 11th Town Council meeting. EPS subsequently answered questions from the previous meeting on the nexus study methodology at the August 27th Town Council work session. At that meeting, the Council was comfortable with the methodology and proposed Employee Generation Rates per Types of Use table.

Staff is proposing to modify the Employee Generation Rates by Types of Use table to reflect the generation rates found in the Breckenridge-specific nexus study. It is important that the rates reflected in the code are relative to Breckenridge. A few minor changes are also proposed including a new definition of “employee”, types of uses regulated (removal of residential uses only), and a modification to the employee generation calculation example to reflect an accurate generation example per the table.

Staff understands that there are additional topics within the Policy which require further discussion including the mitigation percentage, the process for an applicant to challenge the employee generation rates, and small business exemption. Staff will return with a separate work session item for more in-depth discussions on these topics.

Staff Recommendation

Staff recommends the Town Council approve the first reading of an Ordinance to amend the employee generation policy regarding the employee generation by type of use table and associated changes.

**A BILL FOR AN ORDINANCE AMENDING POLICY 24A SOCIAL
COMMUNITY REGARDING EMPLOYEE GENERATION**

WHEREAS, in 2020, the Town adopted subsection C. Policy 9-1-19-24A Social Community which required new uses to mitigate 35 percent of the employees generated by such use per square footage calculation;

WHEREAS, new use square footage or an increase in intensity of use increases the number of employees in the community, resulting in additional need for attainable workforce housing in the community;

WHEREAS, regulating a percentage of employees generated by new uses or an increase in intensity of existing uses allows for the use to pay a portion of the new workforce housing demand generated by the use;

WHEREAS, when the policy was adopted, impacts to businesses from COVID were ongoing and an accurate reflection of employee generation could not be realized through a nexus study at that time and the adopted policy included the employee generation numbers established by a Town of Vail nexus study completed in 2016. Now that the effects of the pandemic have subsided and employment rates in businesses have stabilized, best practice dictates a Town specific nexus study be conducted and adopted.

WHEREAS, the Town engaged Economic Planning Systems, Inc. (EPS) to conduct a nexus study utilizing Breckenridge businesses;

WHEREAS, the nexus study reflects the employee generation rates of local businesses, based on a survey of local businesses;

WHEREAS, regulating employee generation is another policy to help mitigate the gap in attainable workforce housing in the Town's numerous workforce housing programs and policies; and,

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

1 **Section 1.** That a new definition of employee is added to section 9-1-5 to read as
2 follows:

3 EMPLOYEE: A person who works an average of 30 hours per week or more at a
4 business located in and serving Summit County.

5 **Section 2.** That subsection B. of 9-1-19-24A be amended by deleting the language
6 stricken and adding the language underlined to read as follows:

7
8 B. Employee Housing Impact Mitigation:

9
10 1. The purpose of this subsection B is to ensure that new development or changes in the
11 intensity of use provide a reasonable amount of employee housing to mitigate the impact on
12 available employee housing caused by such development.

13
14 2. Subsections B through H, inclusive, of this policy shall apply to all new development and
15 changes of use of the following land uses:

16
17 a. Commercial Use

18
19 b. Industrial Use

20
21 c. Mixed Use

22
23 d. Recreation and Leisure Amenities

24
25 e. The following Residential Uses:

26
27 i. Boarding House

28
29 ii. Condominium/Hotel

30
31 iii. Divisible Unit

32
33 iv. Hotel/Lodging/Inn

34
35 v. ~~Multi-Unit Residential~~

36
37 vi. Timeshare Interests ~~Unit~~

38
39 vii. ~~Townhomes~~

40
41 3. This policy does not apply to institutional uses.

42
43 **Section 3.** That a new employee generation rates by type of use table be added to
44 subsection C.1. of section 9-1-19-24A underlined to read as follows:

Type of Use	Employee Generation Rate
<u>Restaurant (Food Service)</u>	

<u>Fast food/counter service</u>	<u>3.26 employees per 1,000 sq. ft.</u>
<u>Sit Down/table service-outdoor space up to 25% of indoor size*</u>	<u>8.34 employees per 1,000 sq. ft.</u>
<u>Sit down/table service-outdoor space greater than 25% of indoor size*</u>	<u>12.78 employees per 1,000 sq. ft.</u>
<u>Outdoor additions**</u>	<u>4.44 employees per 1,000 sq. ft.</u>
<u>Taphouse/Brewery/Bar (without food service)</u>	<u>2.73 employees per 1,000 sq. ft.</u>
<u>Health and wellness (e.g. yoga, fitness, gym, physical therapy)</u>	<u>3.41 employees per 1,000 sq. ft.</u>
<u>Personal service (e.g. salon, spa, nailcare, skincare)</u>	<u>5.54 employees per 1,000 sq. ft.</u>
<u>Retail</u>	<u>2.95 employees per 1,000 sq. ft.</u>
<u>Office</u>	<u>6.26 employees per 1,000 sq. ft.</u>
<u>Hospitality (e.g. Condominium/hotel, divisible unit, hotel/lodging/inn, timeshare interests)</u>	<u>0.23 employees per room/unit/divisible unit</u>

*Rate applied to indoor square footage

**Rate applied only if previous outdoor space was less than or equal to 25% of indoor size

Section 4. That subsection C.1. of section 9-1-19-24A is hereby repealed and replaced.

Section 5. That subsection C.3. of section 9-1-19-24A be amended by deleting the language stricken and adding the language underlined to read as follows:

3. Each development shall mitigate its impact on available employee housing by providing new employee housing for thirty five percent (35%) of the employees generated by the project, in accordance with the table "Employee Generation Rates by Type of Use Table," above, and the requirements of this policy.

For example, for a new fast food/counter service restaurant ~~indoor eating and drinking establishment/restaurant and bar~~ proposing 2,500 square feet of new area, the required employee housing would be calculated as follows:

$$([2,500 \text{ square feet} / 1,000 \text{ square feet}] \times [3.26][40.2]) = 8.15$$
~~25.5~~ new employees generated x 35% = 2.85 ~~8.9~~ employees to be housed; and

~~A new exterior food and beverage area of 1,000 square feet would require employee housing calculated as follows: $([1,000 \text{ square feet} / 1,000 \text{ square feet}] \times [5.11]) = 5.1$ new employees generated x 35% = 1.79 employees to be housed.~~

Section 6. 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 24th day of September 2024.

A copy of this Ordinance is available for inspection in the office of the Town Clerk.

TOWN OF BRECKENRIDGE, a Colorado

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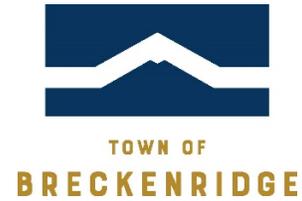
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

ATTEST:



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 9/16/2024 (for 9/24/2024 work session)
Subject: Resolution to Approve Town Attorney Contract (Resolution)

Summary

Staff seeks Town Council approval of the contract for the incoming Town Attorney, effective November 4, 2024, the details of which were discussed by Town Council at the September 10, 2024 executive session.

Background

Section 8.1 of the Breckenridge Town Code requires Town Council to appoint a Town Attorney to serve at the pleasure of the Council. With current Town Attorney Kirsten Crawford's departure from the Town set for October 4, 2024, staff organized a thorough Town Attorney interview process in which Town Council members participated. Town Council members recommended proceeding with an offer for Keely A. Ambrose.

Following a September 10, 2024 Town Council executive session in which contract terms were discussed, staff negotiated with Ms. Ambrose and mutually agreed to the attached employment agreement to be reviewed by Council and approved via resolution.

Staff Recommendation

Staff recommends that Town Council review the attached employment agreement and, pending any edits or additions, approve the resolution to enter into the contract with Keely A. Ambrose with an effective start date of November 4, 2024.

Staff will be available at Tuesday's work session to answer any questions.

RESOLUTION NO. ____

Series 2024

A RESOLUTION APPROVING THE EMPLOYMENT OF KEELY A. AMBROSE AS THE TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE

WHEREAS, Section 8.1 of the Breckenridge Town Charter requires the Town Council to appoint a Town Attorney to serve at the pleasure of the Council; and

WHEREAS, the position of Town Attorney for the Town will soon become vacant; and

WHEREAS, the Town has advertised the position of Town Attorney, and the Town Council has interviewed candidates for the position; and

WHEREAS, the Town Council has determined that Keely A. Ambrose (“Ambrose”) should be appointed as the new Town Attorney; and

WHEREAS, the Town Council of the Town of Breckenridge, acting for and on behalf of the Town, desires to employ Ambrose as the new Town Attorney pursuant to Section 8.1 of the Charter; and

WHEREAS, the Town Council desires to provide certain benefits, establish certain conditions of employment, and to set the working conditions for Ambrose; and

WHEREAS, it is the further desire of the Town Council to (i) provide certain inducements for Ambrose to remain as the Town Attorney; (ii) make possible full work productivity by assuring Ambrose’s morale and peace of mind with respect to future job security; and (iii) provide a fair, equitable, and agreed means for terminating Ambrose’s services if Town Council should desire to take such action pursuant to Section 8.1 of the Charter; and

WHEREAS, a proposed Employment Agreement between the Town and Ambrose has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto, and incorporated herein by reference; and

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

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

Section 1. The Employment Agreement between the Town and Keely A. Ambrose (**Exhibit “A”** hereto) is approved; and the Mayor is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this 24th day of September 2024.

TOWN OF BRECKENRIDGE

By: _____

Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC, Town Clerk

APPROVED IN FORM

Town Attorney

Date

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this September ____, 2024, by and between the Town of Breckenridge, a municipal corporation (hereinafter referred to as “Town”) and Keely A. Ambrose (hereinafter referred to as “Employee”). In consideration of the mutual promises, and covenants of the parties, and other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Term. The Term of this Agreement shall be for 48 months tentatively from November 4, 2024, through November 3, 2028 (hereinafter referred to as “Term”) unless sooner terminated by either party as provided in Sections 12, 14, and 22 of this Agreement. Except as otherwise set forth below in Section 11, no severance pay shall be due to Employee if this Agreement expires at the end of the 48-month period.

Section 2. Duties and Authorities. The Town agrees to employ Employee as Town Attorney to perform the functions and duties specified in Article 8, Section 8.1, of the Breckenridge Town Charter, and to perform other legally permissible and proper duties and functions in accordance with applicable local, state, and federal laws, regulations, and Colorado rules of professional conduct.

Section 3. Compensation. The Town agrees to pay Employee a base salary of \$250,000 annually which shall be paid at the same time and in the same increments as applicable to salaries of other Town employees. Consideration shall be given on an annual basis to review compensation. Increased compensation may be in the form of an increase to base salary based on the Town’s merit increase plan.

Section 4. Health, Dental, Disability, and Life Insurance Benefits. Town agrees to provide and to pay the employer portion of premiums of the Town benefit programs currently offered to Town employees for life, accidental death and dismemberment, long-term disability, medical, and dental to cover Employee and her dependents equal to that which is provided to all other Town employees, as may be amended from time to time. Town agrees Employee will be eligible for retirement health care benefits after 15 years of employment with the Town and employee is at least 55 years of age at the time of retirement. Retirement health care benefit is applicable until Employee is eligible for Medicare.

Section 5. Leave Benefits. Upon commencing employment, Employee is eligible for leave equal to that which is provided to other full-time, year-round, exempt employees under current Town policies, as amended from time to time. On November 4, 2024, 160 hours of Annual Leave will be deposited into Employee’s leave bank, which she may begin taking immediately. Thereafter, Employee is entitled to accrue annual, sick, and personal leave in accordance with the Leave policies for full-time Town employees. If Employee is terminated,

either voluntarily or involuntarily, Employee shall be compensated for all accrued Leave in accordance with the Town policies for full-time Town employees.

Section 6. Other benefits. Upon commencing employment, the Employee shall be eligible for other benefits not previously noted or equal to that as provided to all other Town employees, as amended from time to time.

Section 7. Housing. The Town has agreed to provide the option of a home loan to Employee at the applicable federal rate (as defined by the Internal Revenue Code) at the time of the loan for an amount not to exceed \$650,000.00 (six-hundred fifty-thousand dollars). This loan will be evidenced by a promissory note and secured by a second deed of trust, solely for the purpose of assisting Employee with the purchase of a home as a primary residence in Summit County. The term of the loan will be agreed upon by Employee and the Town but will not exceed 30 years. No payments on the principal will be required annually although the interest accrued must be paid either monthly or annually during the term of the loan. The employee loan may be prepaid at any time without penalty or prejudice. All principal and accumulated interest of the loan outstanding either: (1) twelve months following the date Employee resigns or is terminated from her position as the Town Attorney, or (2) on the date Employee sells or otherwise transfers title to the residence, whichever first occurs (“the Repayment Date”), shall be repaid to the Town at that time.

On the Repayment Date, Employee shall also pay to the Employer the amount representing a portion of the increase in value of the residence attributable to the amount of the Employer Loan less any accumulated interest. An example of this calculation follows:

Original Purchase Price/Value:	\$1,500,000
Employer Loan (which is 43% of the value):	\$650,000
Sale Price	\$2,000,000
Value Increase	\$500,000
Increased Value Repayment Obligation:	\$216,000

[$\$1,500,000$ value divided by $\$650,000$ loan = 43.333 x $\$500,000$ value increase = $\$216,000$, less accumulated interest]

The increased value repayment obligation (the “Increased Value Repayment Obligation) described above shall be reduced as a function of Employee’s longevity as Town Attorney measured in years commencing November of 2024. For each year of employment (including portions of a year) as Town Attorney, the Increased Value Repayment Obligation shall be reduced by one-tenth of the increased value per year.

If Employee elects to remain in the residence after the cessation of her employment or for any reason there is no sale of the residence prior to the Repayment Date, the value of the residence shall be established by a certified Colorado real estate appraiser acceptable to the parties. Such residence value shall then be utilized to calculate either (i) the Increased Value Repayment Obligation, if any, or (ii) any decrease in Employee's obligation to repay the then outstanding balance of the Employer Loan due to a residence value decrease.

In the event there is no increase in value of the residence as of the Repayment Date, as confirmed by a certified Colorado real estate appraiser acceptable to the parties, there shall be no Increased Value Repayment Obligation. In the event the residence is appraised by a certified Colorado real estate appraiser acceptable to the parties at a value as of the Repayment Date which is less than the Original Purchase Price, there shall be no Increased Value Repayment Obligation and Employee and the Employer shall share in the residence value decrease in proportion to their contributions to the Original Purchase Price, resulting in a decrease in Employee's obligation to repay the then outstanding balance of the Employer Loan.

Any calculation of Employee's repayment obligation shall also be adjusted by the value of any capital improvements made by Employee to the residence prior to the Repayment Date. Any increased value in the residence attributable to Employee's capital improvements shall be credited to Employee in the calculation of any Increased Value Repayment Obligation (or appraised residence value decrease). The value of any capital improvements shall be calculated using the Employee's actual out-of-pocket costs and expenses for labor and materials, provided, however, that if the Employer utilizes personal labor for such improvements, then the amount to be added for such capital improvements shall include an amount attributable to Employee's personal labor or "sweat equity" determined by multiplying the amount paid for materials times two, less any payments to a third party for labor. Upon request, Employee shall submit to Employer a copy of any development or other permit and or copies of invoices, receipts or other similar evidence of the costs and expenses for labor or materials.

Section 8. Automobile Allowance. In recognition of the requirement by the Town that the Employee shall be available to perform services for the Town at varying hours of the day, the Town shall provide Employee as additional compensation an automobile allowance of Five Hundred Dollars (\$500.00) a month. Employee shall be responsible for all costs of operation, fuel, maintenance, insurance, and licensing of the vehicle.

Section 9. Retirement. The Town agrees to enroll the Employee in the Town's retirement plan administered by Mission Square, as amended or transferred from time to time. The Town's contribution thereto on Employee's behalf shall be seventeen percent (17%) of Employee's salary, with a 10% employee contribution, which is payable in the same manner as all full-time town employees.

Section 10. General Business Expenses. The Town agrees to pay for professional dues and subscriptions necessary for continuation and full participation in national, state, and local organizations and associations necessary and desirable for the Employee’s continued professional growth and advancement.

Town agrees to pay for travel and subsistence expenses of Employee for professional and official travel, and occasions to adequately continue the professional development of Employee and to pursue official functions of the Town. Town also agrees to pay for travel and subsistence expenses of Employee for courses, seminars, and institutes that are necessary for Employee’s professional development and that are beneficial to the Town. All expenditures noted in this Section 11 shall be paid by the Town in accordance with Town expenditure policies and consistent with how the Town manages travel and expenses for other employees as approved through the annual budget.

Section 11. Termination; Severance. Employee understands and agrees that, in accordance with Section 8.1 of the Town Charter, Employee serves at the pleasure of the Town Council and may be terminated at any time without cause. In the event of termination of the Employee without cause, including without limitation for disability or in the event the Town chooses to unilaterally renegotiate this Agreement to Employee’s detriment after the expiration of the Term set forth above, the Town shall pay Employee severance pay equal to six months of Employee’s base salary at the time of termination, excluding benefits. Severance pay shall be paid in a lump sum unless otherwise agreed to by the Town and the Employee. Employee shall also be compensated all accrued Leave as set forth in Section 5 above.

Employee is not entitled to severance pay in the event she is terminated for cause. “Cause” shall be defined as: (i) conduct by the Employee that is fraudulent or dishonest as determined by the Town Council after conducting an independent investigation; (ii) Employee’s conviction of a felony or crime involving moral turpitude as defined by state or federal law; or, (iii) inability to practice law in Colorado. Severance pay shall be paid for failure to meet objectives, goals, or unsatisfactory performance or any other reason other than the factors enumerated for cause. The Town is under no obligation to provide a reason for termination without cause.

Section 12. Admission to the Colorado Bar. Employee must be licensed to practice law in the state of Colorado. Failure to maintain a license in the state of Colorado is grounds for termination without cause and Employee shall not be entitled to severance in the event she is not in good standing with the Colorado Bar.

Section 13. Right to Termination; Right to Resignation. Nothing herein shall prevent, limit or otherwise interfere with the right of Town Council to terminate Employee’s employment at any time subject only to the requirement to pay severance as provided in Section 12 above. Nothing herein shall prevent, limit, or otherwise interfere with the right of Employee

to resign without severance compensation. If Employee resigns, she shall give the Town thirty-days written notice, unless otherwise agreed to by the parties.

Section 14. Performance Evaluation. The Town Council shall conduct annual reviews of Employee for the purpose of evaluating Employee’s performance and attainment of goals and objectives, and for development of relationships within the Town and with external third-party entities and business relationships. The Town may evaluate Employee’s performance at shorter intervals, in its sole discretion.

Section 15. Other terms and conditions. The Town Council shall, after discussion and written notice to the Employee, have the right to propose other terms and conditions of Employment not inconsistent with the Town Charter or Code, or other laws, as it may determine from time to time. Such agreements may be made by formal amendment to this Agreement in accordance with Section 19 below.

Section 16. Bonding. The Town shall bear the cost of any fidelity or other bonds required under any law or ordinance.

Section 17. Notices. Notices required to be given under this Agreement shall be sent by registered mail to the following addresses:

If intended for Town to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Telecopier number: (970) 547-3104
Telephone number: (970) 453-2251

If intended for Employee:

Keely A. Ambrose
P.O. Box 4175
29 Fair Fountain Green
Breckenridge, CO 80424

Any notice delivered by mail in accordance with this Section 18 shall be deemed to have been duly given and received on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by

hand or commercial carrier shall be deemed to have been duly given and received upon actual receipt. Either party, by notice given as provided above, may change the address to which future notices may be sent.

Section 18. General Provisions. This Agreement constitutes the entire agreement of the parties and there are no other oral or collateral agreements. This Agreement may only be amended by written instrument signed by the parties. If any provision of this Agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.

Section 19. Waiver. A waiver by a party to the breach of a term or condition shall not constitute or operate as a waiver of any subsequent breach of the Agreement by either party.

Section 20. Governing Law. This Agreement shall be governed by the laws of the state of Colorado.

Section 21. Annual Appropriation. Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council in an amount sufficient to allow the Town to perform its obligations hereunder. If sufficient funds shall not be appropriated for the payment of sums due to or to become due to Employee hereunder, this Agreement may be terminated by either party without penalty; provided, however, that in the event of such termination Employee shall be paid severance pay as provided in Section 12 of this Agreement. The Town's obligations under this Agreement shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

Section 22. Approval. This Agreement, upon execution by the parties, shall be binding upon the parties, their heirs, successors, and assigns.

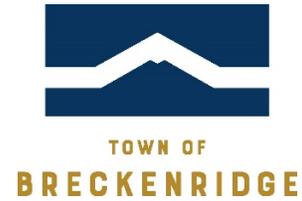
TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, Town Clerk

Keely A. Ambrose



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 9/17/2024 (for 9/24/2024 work session)
Subject: Resolution to Approve Interim Town Attorney Engagement Agreement (Resolution)

Summary

Staff seeks Town Council approval of the engagement agreement for the Interim Town Attorney, effective September 30, 2024, to bridge the time in which current Town Attorney Kirsten Crawford departs (October 4, 2024) and when the incoming Town Attorney starts (November 4, 2024). Karl Hanlon has agreed to serve as the Interim Town Attorney during that month timeframe so that Town Council meetings and executive sessions may continue uninterrupted.

Background

Section 8.1 of the Breckenridge Town Code requires Town Council to appoint a Town Attorney to serve at the pleasure of the Council. With current Town Attorney Kirsten Crawford's departure from the Town set for October 4, 2024 and incoming Town Attorney Keely A. Ambrose scheduled to start on November 4, 2024, staff solicited Karl Hanlon to serve during the interim, with limited overlap with the outgoing and incoming attorneys. Karl serves as the Town Attorney for Silverthorne, Crested Butte, and Avon and has also previously provided counsel for some Town of Breckenridge housing issues.

Staff Recommendation

Staff recommends that Town Council review the attached engagement agreement and, pending any edits or additions, approve the resolution to designate Karl Hanlon as the Interim Town Attorney with an effective start date of September 30, 2024.

Staff will be available at Tuesday's work session to answer any questions.

RESOLUTION NO. ____

Series 2024

A RESOLUTION APPROVING THE APPOINTMENT OF KARL HANLON AS THE INTERIM TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE

WHEREAS, Section 8.1 of the Breckenridge Town Charter requires the Town Council to appoint a Town Attorney to serve at the pleasure of the Council; and

WHEREAS, the position of Town Attorney for the Town will soon become vacant; and

WHEREAS, the Town has advertised the position of Town Attorney, the Town Council has interviewed candidates for the position, and the new permanent Town Attorney is currently scheduled to begin work on November 4, 2024; and

WHEREAS, the Town Council has determined that Karl Hanlon (“Hanlon”) should be appointed as the Interim Town Attorney until the new permanent Town Attorney is appointed; and

WHEREAS, the Town Council of the Town of Breckenridge, acting for and on behalf of the Town, desires to appoint Hanlon as the Interim Town Attorney pursuant to Section 8.1 of the Charter; and

WHEREAS, it is the further desire of the Town Council to (i) provide certain inducements for Hanlon to serve as the Interim Town Attorney; (ii) make possible full work productivity by assuring Hanlon’s morale and peace of mind with respect to his Interim Town Attorney role; and (iii) provide a fair, equitable, and agreed means for terminating Hanlon’s services if Town Council should desire to take such action pursuant to Section 8.1 of the Charter; and

WHEREAS, a proposed Engagement Agreement between the Town and Hanlon has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto, and incorporated herein by reference; and

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

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

Section 1. The Engagement Agreement between the Town and Karl Hanlon (**Exhibit “A”** hereto) is approved; and the Mayor is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this 24th day of September 2024.

TOWN OF BRECKENRIDGE

By: _____

Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC, Town Clerk

APPROVED IN FORM

Town Attorney

Date

Exhibit A



www.mountainlawfirm.com

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102J
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Karl J. Hanlon
Partner/Shareholder

kjh@mountainlawfirm.com
Office: (970) 945-2261
Fax: (970) 945-7336
**Direct Mail to Glenwood Springs*

September 13, 2024

Sent via e-mail: shannonh@townofbreckenridge.com

Town of Breckenridge
c/o: Shannon B. Haynes (Town Manager)
150 Ski Hill Road – P.O. Box 168
Breckenridge, CO 80424

Re: Engagement Agreement

Dear Ms. Hayes:

Thank you for expressing an interest in retaining Karp Neu Hanlon, P.C. (“KNH”). This engagement agreement sets out the scope and terms of our representation of the Town of Breckenridge. We ask that you review this engagement and, if acceptable, countersign in the space provided below and return to us.

Services to be Provided. You have asked, and we agree, to represent you for the purpose of being the Interim Town Attorney. We look forward to working with you on these matters. If you request additional services and we agree to provide such services, the terms and conditions of this engagement agreement will apply to those services as well. Under this engagement, we will render legal services only to you and to no other person or entity, except where specifically stated otherwise. As long as you keep our advice to you confidential, the attorney-client privilege and confidential relationship between us will not be inadvertently waived. Karl Hanlon will be the attorney primarily responsible for handling your matter. Other attorneys and firm personnel may work on the matter from time to time.

Fees and Retainer. Our rates and fees are based on factors set forth in Rule 1.5 of the Colorado Rules of Professional Conduct adopted by the Colorado Supreme Court, a copy of which is enclosed. Unless otherwise agreed, you will be billed for professionals’ time at increments of 1/10th hour. A copy of the firm’s current Hourly Rate and Expense Chart is enclosed. These rates are changed occasionally to reflect changes in experience of our personnel and inflation. While we may, from time to time, furnish you with estimates of the amount of fees which we anticipate will be charged for services to be performed under this agreement, such estimates are by their nature inexact and cannot be binding on either of us.

Considering the nature of your matter, we are not requesting that you provide an initial retainer. Should the need for a retainer arise to cover anticipated fees, costs, or expenses, you agree to provide retainer funds, and if your matter involves litigation, we will request a sufficient retainer to cover the anticipated fees and costs through trial. Any retainer we request shall be maintained and replenished by the client throughout our representation until it is concluded. After we invoice you, we may elect to pay your invoice from your retainer and your payment will be used to replenish the amount withdrawn from the retainer. Any amount of the retainer that is not used to pay fees and costs under this agreement will be returned to you upon completion of the work or termination of our services, subject to the other provisions of this agreement.

Expenses. You agree to reimburse us for all out-of-pocket costs and expenses incurred in connection with the legal services that we perform for you. Without limitation, these costs and expenses may include filing and recording fees, expert costs, photocopy and document handling fees, court and deposition reporter fees, travel

expenses, research, document retrieval, and other similar charges. Standard costs are identified on the enclosed Hourly Rate and Expense Chart. We may from time-to-time advance certain costs on your behalf, but we may also require that you pay certain costs, especially relatively large costs, in advance, directly to us or to the vendor, as needed.

Billing and Payment. We agree to keep records of all time spent and expenses incurred and, unless otherwise advised, you will be invoiced on a timely basis. Payment is due upon receipt of our invoice. Unless you direct us otherwise, invoices will be sent to you by email. Payments not received thirty (30) days after invoicing will accrue interest at the rate of 1.5% per month (18% A.P.R.). In the event, you do not pay an invoice within sixty (60) days and no information is brought to our attention regarding a dispute as to the work done or the amount owed, it will be assumed there is no dispute, and we may elect to take legal action including a collection lawsuit to recover our unpaid legal fees, costs, and accrued interest.

Work Product. The parties agree that the work product that our firm develops will remain our property. You may have reasonable access to our work product, but it is specifically understood that your file and our work product will not be returned to you or transferred to a third party unless you request return or transfer in writing and only when you pay all fees, costs, and expenses due at the time. The firm will retain our work product for a reasonable period of time after the completion of representation.

Termination of Services. Either party has the right at any time to terminate this agreement upon written notice. For litigation matters, we will seek an order from the court allowing withdrawal or, if no action is pending, will withdraw. Such termination will not, however, relieve you of the obligation to pay the fees due for services rendered and costs and expenses incurred prior to such termination notice or in connection with withdrawing from representation and the transfer of your files.

Resolution of Disputes. Any dispute under this engagement agreement, or in any way involving our representation of you that cannot be resolved in a reasonable time by discussions between us, shall be resolved by filing an action in Garfield County District Court, with a waiver of trial by jury. The firm will be entitled to recover attorney fees and costs if it prevails in such dispute in addition to all other remedies. You agree to pay any costs or expenses incurred by our firm in connection with the collection of amounts due and owing by you to our firm.

The foregoing covers the essential elements of our engagement. We would be happy to discuss these or any other aspects of our representation. If you have questions about a particular bill or any other aspect of our services for you in the future, please bring these to our attention as we believe communication resolves most misunderstandings. We look forward to a successful relationship with you.

Very truly yours,



Karl J. Hanlon

Enclosures: Rule 1.5, C.R.P.C.
Hourly Rate and Expense Chart

AGREED AND ACCEPTED:

Sign: _____
Shannon B. Haynes
Signed on behalf of the Town of Breckenridge

_____ Date

C.R.P.C. RULE 1.5 FEES

A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) The fee customarily charged in the locality for similar legal services;
- (4) The amount involved and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) Whether the fee is fixed or contingent.

When the lawyer has not regularly represented the client, the basis or rate of the fee and expenses shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation. Except as provided in a written fee agreement, any material changes to the basis or rate of the fee or expenses are subject to the provisions of Rule 1.8(a).

A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is otherwise prohibited. A contingent fee agreement shall meet all of the requirements of Chapter 23.3 of the Colorado Rules of Civil Procedure, "Rules Governing Contingent Fees."

Other than in connection with the sale of a law practice pursuant to Rule 1.17, a division of a fee between lawyers who are not in the same firm may be made only if:

- (9) The division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (10) The client agrees to the arrangement, including the basis upon which the division of fees shall be made, and the client's agreement is confirmed in writing; and
- (11) The total fee is reasonable.

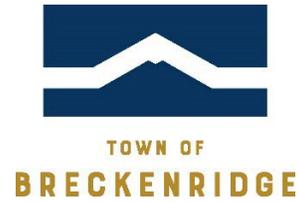
Referral fees are prohibited.

Fees are not earned until the lawyer confers a benefit on the client or performs a legal service for the client. Advances of unearned fees are the property of the client and shall be deposited in the lawyer's trust account pursuant to Rule 1.15(f)(1) until earned. If advances of unearned fees are in the form of property other than funds, then the lawyer shall hold such property separate from the lawyer's own property pursuant to Rule 1.15(a).

Nonrefundable fees and nonrefundable retainers are prohibited. Any agreement that purports to restrict a client's right to terminate the representation, or that unreasonably restricts a client's right to obtain a refund of unearned or unreasonable fees, is prohibited.

KARP NEU HANLON, P.C.			
2024 HOURLY RATE CHART			
POSITION	NAME	INITIALS	HOURLY RATE
Partner	James S. Neu	JSN	\$325.00
Partner	Karl J. Hanlon	KJH	\$325.00
Partner	Michael J. Sawyer	MJS	\$325.00
Partner	James F. Fosnaught	JFF	\$325.00
Partner	Jeffrey J. Conklin	JJC	\$325.00
Partner	Aaron T. Berne	ATB	\$325.00
Partner	Shoshana Rosenthal	SR	\$325.00
Partner	Richard Peterson-Cremer	RJP	\$325.00
Partner	Wilton E. Anderson	WEA	\$275.00
Of Counsel	Martha P. Whitmore	MPW	\$325.00
Associate	Matthew L. Trinidad	MLT	\$275.00
Associate	Danielle T. Skinner	DTS	\$275.00
Associate	Lawrence M. Bond	LMB	\$275.00
Associate	Jenya C. Berino	JCB	\$275.00
Law Clerks	Law Clerks		\$225.00
Paralegals	Paralegals		\$175.00
Legal Assistants	Legal Assistants		\$125.00
EXPENSES			RATE
Mileage current IRS rate as it may be amended throughout the year			(current IRS rate)
Photocopies			\$0.25 per copy
Facsimile Transmissions			\$1.00 per page
Color Photocopies			\$1.25 per copy
Specialized Research			Charged at Cost
OTHER EXPENSES ARE BILLED AT ACTUAL COSTS			

*The above rates are subject to change annually.
All Accounts Due in 30 days. Overdue Accounts will be Assessed 1.5% per month (18% A.P.R.)
In the event an action is required to collect payment, client agrees to pay
reasonable attorneys' fees and costs of collection.*



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: September 17, 2024 (for September 24, 2024 Meeting)
Subject: TABOR Complaint (STR Fees) – 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 Josh Marks from Berg Hill Greenleaf Ruscitti LLP who we recommend be approved for the defense of a civil claim brought against the Town as a TABOR complaint related to Short Term Rental (STR) fees. The claim alleges that the Town's STR per-bedroom fees are taxes that were implemented without a vote.

On November 23, 2021 the Town Council passed ordinance No. 35 amending Chapter 1, Title 4 of the Breckenridge Town Code concerning the annual accommodation unit regulatory fee.

The regulatory fee is required to be kept separate from the Town's general fund. All dollars generated by this regulatory fee are and will continue to be used for the following:

- a. The town's housing policies and programs, including buy downs, lease to locals, and acquisition of deed-restricted units, and/or construction of new units;
- b. To address the secondary impacts caused by the short-term rental industry by protecting the character of the local community and town neighborhoods where accommodation units are located including but not limited to lack of parking, loud noise, and increased trash associated with the higher density use; and
- c. To defray the costs to the town, including, but not limited to, for staff and personnel required for the administration and enforcement of the regulatory program.

The Town's housing programs that are funded through the regulatory fee enable local employees to access seasonal rentals and increase the deed-restricted workforce housing inventory in the community. This additional workforce housing supports the local economy.

Staff recommends engaging with Josh Marks of Berg Hill Greenleaf Ruscitti regarding this matter. We will be available at your meeting if you have any questions.



BERG HILL
GREENLEAF RUSCITTI LLP

Josh A. Marks
Partner

Email: jam@bhgrlaw.com

September 17, 2024

Via E-Mail: kirstenc@townofbreckenridge.com

Kirsten Crawford
Town Attorney, Town of Breckenridge
Town Hall
150 Ski Hill Road
Breckenridge, CO 80424

Re: Engagement Letter

Kristen:

On behalf of Berg Hill Greenleaf Ruscitti LLP, may I express our appreciation for the Town of Breckenridge's, (the "Town") selection of our firm to represent it in the matter of *Alexander Drotik v. Town of Breckenridge*, Summit County District Court, Case No. 2024CV30182. We look forward to working with the Town in defense of this matter.

We shall assume such representation, understanding that we will charge for our services at the then current hourly rates per employee (current rates are set forth on **Exhibit A**, attached hereto). Charges are calculated in six-minute increments. We will give the Town at least 30 days advance notice of any change in our firm's billing rates, as they are periodically increased to accommodate increases in the cost of operations. The Town will be required to pay all costs and expenses incurred by our firm on the Town's behalf. Costs, expenses and fees are payable regardless of the outcome of the case or matter. In the event we are required to travel on the Town's behalf, we will charge at our regular rates for travel time.

Our firm agrees to perform legal services on the Town's behalf faithfully and with due diligence. We are authorized to pay on the Town's behalf any bills associated with this matter, whether incurred by the Town or us, but we have no obligation to pay the same. Whether said bills are paid by us or not, the Town will remain liable for the same until discharged in full. We will not incur expenses in excess of \$250.00 in the aggregate without further authorization by the Town.

ATTORNEYS AT LAW

BOULDER, CO | 1712 Pearl Street, 80302 | 303.402.1600

BOULDER | DENVER | CHEYENNE | IRVINE | SAN DIEGO

BHGR.LAW.COM

In regard to all services rendered by our firm, we will customarily be incurring photocopying, postage, long distance calls, and other “out-of-pocket” expenses. All out-of-pocket expenses that we reasonably deem necessary in the rendition of legal services on the Town’s behalf would be at the Town’s expense (e.g., computerized legal research, duplication of documents, litigation support document hosting services, etc.), except, however, any unusual expenses (e.g., use of an independent expert or professional) would only be incurred after the Town would have approved the same. Any out-of-pocket costs or expenses over \$300.00 will be forwarded to the Town for direct payment.

Our firm has also recently arranged for access to an AI generative platform called Co-Counsel from Thompson/Reuters to assist on litigation support and to enhance the efficiency and quality of our legal services. Our Firm’s use of CoCounsel is primarily for document review and related purposes (including creating summaries of the documents and timelines), reviewing and summarizing deposition and trial testimony, research (in connection with Westlaw), and reviewing briefs submitted by opposing parties for purposes of verification of citations. We will have an attorney independently verify any AI-generated work product before using it for any purpose. The Firm will not use these services for drafting motions, briefs, reports, or correspondence. We may seek to employ this platform where it will result in net savings of attorney and staff billed time for this matter. If we utilize CoCounsel, you will be billed a technology access fee not to exceed \$315 per use. Total AI usage fees will be itemized as an expense on each invoice. We will obtain your approval prior to utilizing CoCounsel.

We send invoices at least monthly, but we may bill more frequently depending upon the nature and magnitude of the services. Invoices are due upon receipt. We will send invoices via e-mail unless the Town specifically requests in writing that we mail them, or the Town fails to provide us with an e-mail address.

This firm has a client trust account in which retainers and other funds belonging to the client which are either nominal in amount or expected to be held for a short time are deposited. Our client trust account is an interest-bearing account, and the interest is payable to the Colorado Lawyer Trust Account Foundation (COLTAF) a non-profit foundation. In the event that the Town does not wish the interest on its trust account funds to go to COLTAF, and the Town expects the funds to be held in trust for the Town’s benefit will be substantial and not held for a short period of time, so that the establishment of a separate account is justified, please advise us in writing of the Town’s desires, and we will make reasonable and appropriate banking arrangements. Otherwise, any funds held for the Town or on the Town’s behalf will be deposited into the firm’s COLTAF account. In any event we will review at reasonable intervals whether changed circumstances require further actions affecting the deposit of such funds.

The Town agrees that we may withdraw from its representation upon written notice being sent to the Town if any bill is not paid within 30 days after mailing, if the Town has refused to follow our advice to an extent that we deem prejudicial to our continued relationship, or if the Town has refused to cooperate with us in our representation of the case. We will retain all documents, files, and other information, pertaining to the Town's matter until full payment is made.

It is agreed that the Town will bear all costs of collection, including reasonable attorneys' fees, if payments are not made as agreed. The Town warrants and acknowledges that it has the financial ability to discharge all fees, costs, and expenses contemplated by this agreement.

I will be the attorney in charge of the Town's account, and therefore, will be the appropriate contact person for services to be rendered on the Town's behalf by our firm. Notwithstanding that, please do not hesitate to call any other attorney who is working on the Town's matter.

Many clients use cordless phones, cell phones, fax machines, voice messaging, hand-held devices, e-mail or similar devices or communication systems and wish to communicate with our Firm via these media because they may promote more timely responses and efficiency. However, modern communication systems such as these may not be as secure as the mailing of hard copies of documents, face-to-face meetings, or phone calls through land lines and may be more easily subject to interception than more traditional forms of communication. By signing this fee agreement below, the Town consents to the use of modern means of communication, including but not limited to, cell phones, fax machines, voice messaging, hand-held devices, e-mail or similar devices or communication systems. If the Town wishes to communicate using password protected e-mail, please notify us of this fact in writing and we will accommodate the Town's request. Similarly, if the Town wishes to communicate only with us via traditional media (letters sent via U.S. Mail or telephone land lines), please advise us of this fact in writing and we will accommodate the Town's request.

Regardless of the mode of communication used, please keep in mind that communications between our office and the Town are generally confidential. Furthermore, such communications may be subject to the attorney/client privilege which means that neither the Town nor anyone from the Firm may be called to testify about the nature and subject matter of our communications with the Town. However, that privilege can be lost and the communications required to be disclosed at trial if the communications are shared with a third party. In order to protect the confidential nature of our communications with the Town, we ask that the Town refrain from sharing or relating our communications to a third party. In the event the Town believes that communications with our office should be shared with a third party, we ask that the Town consult with the attorney in charge of the Town's case before doing so. In that way,

the Town and the attorney can determine what information should be provided to the third party, when the information should be provided, how the information should be provided and whether that information should come from the Town or from the attorney. Given the ease of forwarding emails and voicemails, it is extremely important to the success of the Town's matter that the Town keeps this policy in mind and resists the urge to "forward" to or "copy" third parties our communications with the Town.

The Town agrees to follow our firm's policies to comply with rules requiring preservation of electronic data. Essentially, all electronic data is potentially discoverable in litigation. This includes e-mail sent or received by any employee, other "active" information stored on servers, or information stored on backup tapes or other media that are capable of restoration, even if the information was deleted at some prior time. Once the Town reasonably anticipates litigation, the Town agrees to suspend routine document retention/destruction policy and put in place a "litigation hold" to ensure the preservation of relevant documents. The Town agrees to work with us so we can oversee compliance with the litigation hold, and monitor the Town's efforts to identify, retain, and produce relevant documents. This will invariably involve speaking with information technology personnel who can explain system-wide backup procedures and the actual implementation of recycling policy. It will also involve communicating with "key players" in the litigation in order to understand how they stored information. The Town understands that it is not sufficient to notify all employees of the litigation hold and expect that the party will then retain and produce all relevant information. As the Town's legal counsel, we must take affirmative steps to monitor compliance so that all sources of discoverable information are identified and searched. The Town understands that failure to comply with these preservation obligations could result in severe sanctions being imposed by the court including monetary penalties, the giving of an adverse inference instruction to the jury at trial, or even dismissal of certain legal claims or defenses. The Town agrees to pay all costs and fees associated with complying with electronic data requirements.

The Firms' Document/Data Management Policy is attached for the Town's review and information as **Exhibit B**. By signing below, the Town consents to this policy and to the management of the Town's file accordingly.

In addition, by signing below, the Town acknowledges that we have made no guarantee regarding the successful determination of this matter and all expressions relative thereto are matters of our preliminary opinions based on our current knowledge of the subject matters. The Town further acknowledges that by executing this Agreement that it has or will appropriate sufficient funds to pay for our invoices on this matter.

Notwithstanding anything in this fee agreement to the contrary, in the event we are unable to withdraw as counsel for the Town in any pending action, whether through order of the

Court or otherwise, we will continue to represent the Town until such time as we are legally able to withdraw. In the interim, the Town will remain responsible for all attorneys' fees and costs incurred in connection with our continued representation of the Town, and the Town hereby agrees to pay all such fees and costs in accordance with the terms of this fee agreement until such time as we are legally able to withdraw as counsel for the Town.

If all of the foregoing is agreeable with the Town, please indicate its approval on the lines provided below, and return a pdf copy of the signed acknowledgment to me via e-mail, fax, or regular mail. Electronic signatures, DocuSign or other similar means of acceptance are valid as original signatures. Please retain the fully signed copy of this letter for the Town's information and records. The receipt by the Town of a fully executed copy of this agreement is acknowledged by the Town's signature hereto.

We look forward to representing the Town.

Very truly yours,



Josh A. Marks

READ AND APPROVED this _____ day of September, 2024.

BRECKENRIDGE, TOWN OF

By: _____
Its: _____

EXHIBIT A

<u>Timekeeper</u>	<u>Rate</u>
Partners	\$350.00 / hour
Special Counsel	\$300.00 / hour
Associates	\$250.00 / hour
Paralegals	\$150.00 / hour

EXHIBIT B

**DOCUMENT/DATA MANAGEMENT POLICY
BERG HILL GREENLEAF RUSCITTI LLP
JANUARY 2019**

DOCUMENT RETENTION POLICY

The Firm recognizes that records and information management is the systematic control of all records, regardless of media, from their creation or receipt, through their processing, distribution, organization, storage, and retrieval to their destruction. Information flows through the organization in the form of paper and electronic records such as word processing documents, spreadsheets, e-mail, graphical images, and voice or data transmissions. In addition, the Firm acknowledges that information can be stored on a variety of storage media; therefore, the Firm's retention policies apply however the records and information are stored.

Active client records will generally be stored onsite and on the Firm's cloud-based document management service, Netdocuments. The Firm utilizes a third-party cloud-based document management system to increase security, efficiency, productivity, and ease of access to records by the Firm and the client. The Firm has chosen Netdocuments because it provides security and privacy certifications and compliance consistent with the Firm's legal and ethical duties regarding client information and records. By retaining the Firm, the client consents to the Firm utilizing Netdocuments for file and record retention and management purposes.

From time to time active client hard files may be sent offsite during periods of inactivity and to create more storage room onsite. The Firm utilizes an offsite storage facility that provides security and privacy consistent with the Firm's legal and ethical duties regarding client information and records. By retaining the Firm, the client consents to the Firm utilizing offsite storage for file and record retention and management purposes.

Once a matter concludes, any original client documents may be returned to the client, any duplicate or extra documents will be removed from the file and destroyed, and the remaining hard file may be shipped offsite for storage as needed. Any part of the matter that has been stored in Netdocuments will continue to be stored there consistent with the Firm's document retention policy.

Provided that there are no pending and/or threatened legal proceedings known by the Firm that related to the matter and the firm has not agreed to the contrary, the following retention periods are established for records according to departmental, fiscal, and legal requirements. Retention periods shall run from the termination of the representation or the termination of the matter if the firm represents the client in multiple matters. Retention periods are as follows:

Criminal Files: 5 years to life of client depending upon type of crime and/or outcome of case per Colorado Rules of Professional conduct 1.16A, unless there is an appeal of a felony conviction or sentence, and in that instance, the file will be retained for 8 years.

Litigation Files: 7 years with notice to client; 10 years without notice to client

Environmental Files: 15 years

Estates & Trusts Files: Indefinitely until the minor child reaches maturity

Stock certificates,
corporate tax returns,
Secretary of State
filings, and
retirement account
documentation: Permanently

Server: Backed up nightly. Electronic data may be stored up to 12 months.

NetDocuments: Document management online storage. Maintained remotely, encrypted, and backed up with redundant data centers.

PCs: Upon an employee's termination or a computer upgrade for an active employee, the PC used by that individual is wiped clean and either put back into use by another Firm employee, donated or destroyed.

DOCUMENT DESTRUCTION POLICY

Once records have reached their designated time for destruction, they should be destroyed or eliminated from all storage media; that is, file cabinets, inactive storage, magnetic media, “cloud” storage,” and any other means of electronic storage or backup.

The Firm’s record manager will be responsible for monitoring and determining when records are ready to be purged. Traditional paper records to be destroyed will be sent to a shredding facility and the destruction date will be recorded in the Firm’s document management system. Electronic records will be physically destroyed and/or scrubbed by use of a scrubbing software.

If the partner in charge of a file determines that it is necessary to deviate from these retention and destruction policies, the partner shall inform the Firm’s record manager who shall record the partner’s instructions in the Firm’s document management system.

Memo



TOWN OF
BRECKENRIDGE

To: Breckenridge Town Council Members
From: Town Staff
Date: 9/18/2024 (for the 09/24/24 worksession)
Subject: Public Projects Update

Asphalt and Concrete Repair

Columbine Hills Construction has completed overlay paving operations on Boreas Pass Road, Watson Avenue, Highlands Drive, Adams Avenue, Reiling Road, High Street, Valley Brook Street, Silver Circle, Snowflake Drive, and Westerman Road. Royal Tiger Road has been paved and the speed humps will be re-installed in the coming weeks when the crews mobilize for patching work throughout town, including the patching at the Adams Avenue/French Street intersection. The contractor is projecting to do this work either the last week of September or beginning of October. Concrete work near Ridge Street and Lincoln and the Ice Rink entrance to be completed in early to mid-October.

Schedule updates can be found at www.BreckRoads.com.



Photos of completed Silver Circle paving over the full depth reclamation.

Schoonover Deconstruction

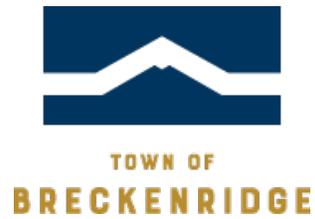
The asbestos removal has been completed and building demolition is commencing upon the utility shut-offs by Xcel Energy which are currently scheduled for October 11th by the Xcel subcontractor.

Project Funding	
2024 CIP	\$350,000
Living Lab budget	\$100,000
TOTAL	\$450,000

McCain Access Road

The general contractor, Schofield Excavation, is performing final tasks and clean-up of the site. Revegetation work is scheduled for September and the road will be opened to the public in October once all work is completed.

Project Funding	
2024 CIP	\$9,400,000
2024 Estimated Budget	\$4,500,000



Memo

To: Town Council
From: Mobility Staff
Date: 9/18/24
Subject: Mobility Update

Parking

South Gondola Structure – At Council’s request, this year’s South Gondola Permit will be priced at \$500 with 50 permits available. As offered last year, the permit will allow for weekday (Monday through Friday) parking in the South Gondola Structure. New this year, permit holders will be able to park 7-days a week in North Employee Permit lots, which include: East Sawmill, Tiger Dredge, 100 N. Ridge St, French Street Lot, along with the Wellington Lot Monday through Thursday.

Paid Parking Hours – As we work to increase usage in the South Gondola Structure while also making our paid parking program more consistent and easier to understand, staff has taken into consideration the differing hours of paid parking across zones throughout town. These hours often become confusing for vehicle operators as they change between summer and winter, but also between lots immediately adjacent to each other. While it is our intention to keep Main Street hours the same at 10am-8pm year-round, staff would like to consider updating paid hours to 8am-8pm in some lots to entice longer term parking sessions in the South Gondola Structure, instead of surface lots surrounding the structure where vehicles are seen re-parking when paid parking begins at 10am in other lots. If the pilot recommended below shows promise, staff may recommend broader 8am-8pm paid parking hours in most, if not all town lots for next year. We believe this change will keep cars parked longer where we want them to park, while allowing for turnover of the higher demand spots in the downtown core. Below are some recommendations focusing on winter parking practices:

Wellington Lot – Currently 7am to 3pm and allowing for Employee North Permit holders to utilize the lot Monday through Thursday. Last year, the rate structure was updated to reflect that of Main Street which had the intended impact of creating turnover and/or moving vehicles to other lots, possibly the South Gondola Structure, to park for longer durations. This year, staff recommends updating the paid hours to 8am-8pm. This will encourage short-term parking sessions on North Main Street where we are seeing 55-80% occupancy throughout the day, OR more importantly, encourage longer-term parking sessions to move to the South Gondola Structure. These updates will also positively impact our workforce permit holders Monday-Thursday in their ability to find parking before 10am in the Wellington Lot, which has been a general complaint for businesses opening at 10am.

Breckenridge Free Ride

The Breckenridge Free Ride moved 7,792 passengers during Oktoberfest weekend. During the 2023 Oktoberfest weekend the Free Ride transported 6,278 passengers. Overall system ridership for the month of September is up 28% over 2023 with total ridership of 27,292 through September 16th.

The Free Ride has received official word from CDOT that two grants have been awarded for new electric buses. One of the grants was mentioned previously in messaging from the Governor’s office, we have now verified the grants and amounts awarded. The Free Ride will be receiving a CTE (Clean Transit Enterprise) award for \$2,943,112 and a Volkswagen Settlement Program award for \$5,162,143. The total award is \$8,105,255 and is to replace 7 diesel buses with battery electric buses. The purchases will be phased over the next five years.

August Traffic Data

August traffic counts at the EJ Tunnel, Hwy 9/Tiger Rd (North side), and Hwy 9/River Park Dr (South side) all showed slight increases compared to the same month the previous year.

CDOT Eisenhower Tunnel, Average Daily Total Traffic Counts (EB & WB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024	35798	37577	38582	30192	30401	38344	43348	40338				
2023	37290	39671	38648	31414	30132	37837	43623	39279	38860	33169	29571	34688
2022	35851	38394	38795	30636	29665	37365	41946	39936	39582	32790	30145	34528
2021	34470	35126	37618	31250	31204	39513	41774	35557	38799	32166	31015	34600
2020	37669	35303	23910	11390	21442	33539	40756	34938	36790	33901	26787	32224
2019	38244	36034	38436	31567	30318	37402	44100	41526	38335	33214	29141	34553
2018	36771	36596	38333	29045	29940	38818	43998	40649	38010	29761	30153	36008
2017	33269	36718	39162	31483	N/A	40217	44022	39719	35614	30216	29087	32690

CDOT Hwy 9 & Tiger Rd, Average Daily Total Traffic Counts (NB & SB)												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024	24223	24914	25075	19321	17805	23097	26984	25061				
2023	25561	26129	25423	20266	17932	22107	26085	24365	23106	19796	18253	23473
2022	25343	26314	25528	19385	17755	22419	25576	25157	23340	20126	19542	23392
2021	23613	23681	24455	19981	18729	23885	26569	24052	22303	19357	19779	23740
2020	26091	24334	16206	8459	12873	20096	25398	24184	23870	21272	18851	22557
2019	26864	25558	25043	19475	17420	19707	22715	25287	23769	18932	19522	23106
2018	24454	23112	23746	17638	16681	21491	25586	23805	21848	17993	19613	24572
2017	22314	22238	22640	16863	15739	20133	23872	22365	20694	17736	17914	22213

Hwy 9/River Park Drive CDOT Average Daily Total Traffic Counts (NB & SB)*												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024	9046	Not Available		6618	6598	9813	11708	10500				
2023	9677	9770	9490	6945	6884	9139	11402	10178	9055	7810	7167	9094
2022	Not Available			6692	6947	9358	11132	10272	9763	7034	7525	9217

*Note: CDOT installed the Hwy 9/River Park Dr counter in April 2022. On April 3rd, 2023, CDOT adjusted the counter to exclude counting vehicles turning in/out of River Park Dr, to get a more accurate count of through-traffic. This unit suffered an electrical failure Feb-Mar 24 which explains the missing data for those months.

Breck E-Ride

Breck E-Ride staff continue to maintain good bike availability and distribution, key components to ensuring e-bikeshare remains a reliable and efficient last mile transportation option. The service was well utilized through Oktoberfest weekend, with 671 trips made over the Fri – Sun event period (2023 Oktoberfest event saw 374 E-Ride trips). Getting out on an E-Ride bike is a great way to experience the fall colors, we hope everyone can get outside for a ride and enjoy the views before the service wraps up in late October!

Total ridership through 9/15/2024: **25,681 trips**

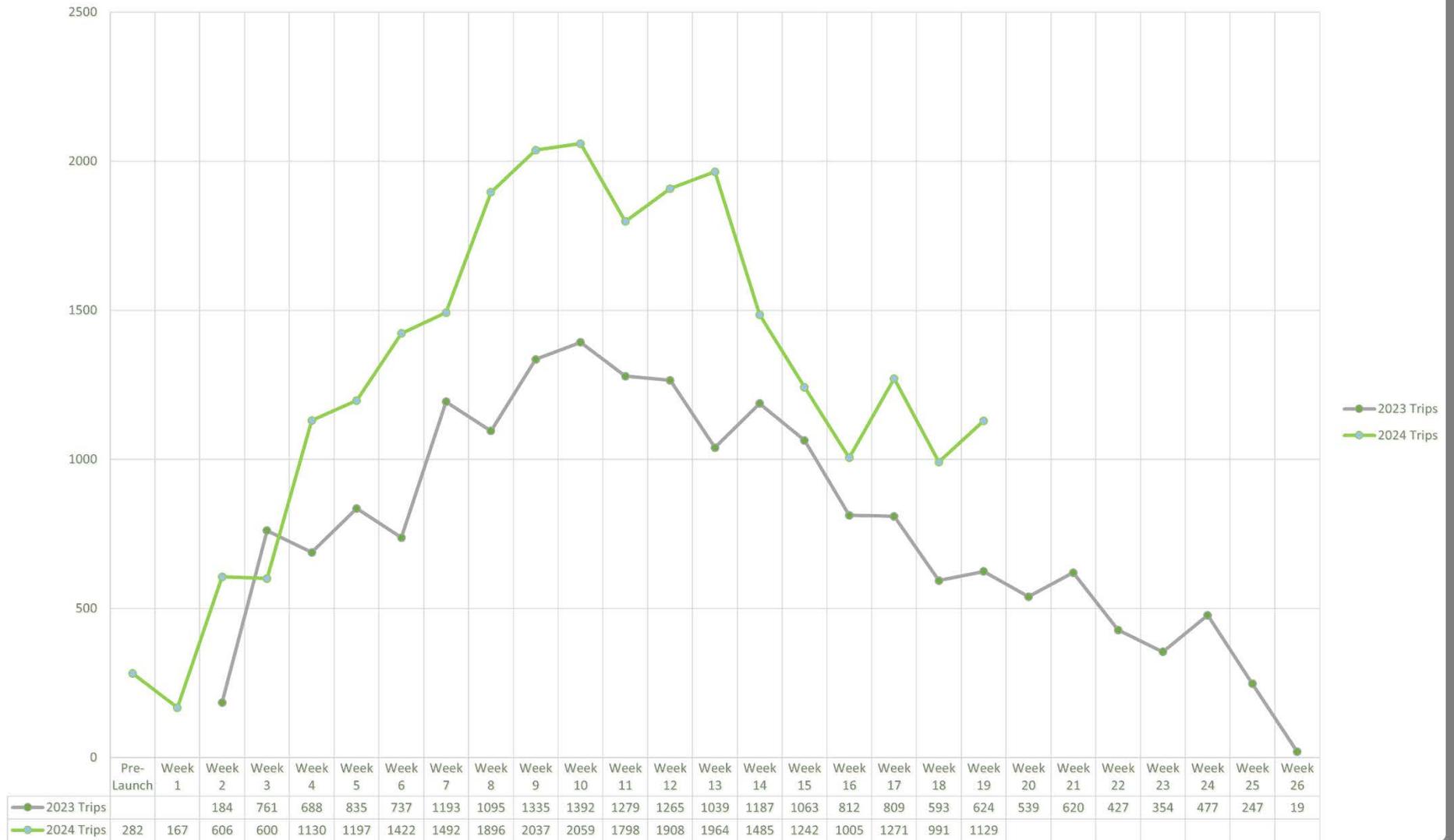
Average Trip Distance: 1.47 miles

Average Trip Length: 15.7 minutes

Week	2023 Trips	2024 Trips	% Change	2023 Dates	2024 Dates
<i>Pre-Launch</i>		282			5/1 - 5/5*
<i>Week 1</i>		167			5/6 - 5/12
<i>Week 2</i>	184	606	229%	5/19 - 5/21*	5/13 - 5/19
<i>Week 3</i>	761	600	-21%	5/22 - 5/28	5/20 - 5/26
<i>Week 4</i>	688	1130	64%	5/29 - 6/4	5/27 - 6/2
<i>Week 5</i>	835	1197	43%	6/5 - 6/11	6/3 - 6/9
<i>Week 6</i>	737	1422	93%	6/12 - 6/18	6/10 - 6/16
<i>Week 7</i>	1193	1492	25%	6/19 - 6/25	6/17 - 6/23
<i>Week 8</i>	1095	1896	73%	6/26 - 7/2	6/24 - 6/30
<i>Week 9</i>	1335	2037	53%	7/3 - 7/9	7/1 - 7/7
<i>Week 10</i>	1392	2059	48%	7/10 - 7/16	7/8 - 7/14
<i>Week 11</i>	1279	1798	41%	7/17 - 7/23	7/15 - 7/21
<i>Week 12</i>	1265	1908	51%	7/24 - 7/30	7/22 - 7/28
<i>Week 13</i>	1039	1964	89%	7/31 - 8/6	7/29 - 8/4
<i>Week 14</i>	1187	1485	25%	8/7 - 8/13	8/5 - 8/11
<i>Week 15</i>	1063	1242	17%	8/14 - 8/20	8/12 - 8/18
<i>Week 16</i>	812	1005	24%	8/21 - 8/27	8/19 - 8/25
<i>Week 17</i>	809	1271	57%	8/28 - 9/3	8/26 - 9/1
<i>Week 18</i>	593	991	67%	9/4 - 9/10	9/2 - 9/8
<i>Week 19</i>	624	1129	81%	9/11 - 9/17	9/9 - 9/15

**Not full 7-day weeks*

Breck E-Ride Ridership





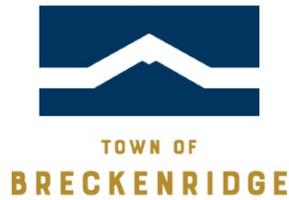
Memo

To: Town Council
From: Sustainability Staff
Date: 9/24/24
Subject: Sustainability Update

E-Delivery Program

The E-Delivery dock had electrical work done the week of 9/16 to supply power to the structure. The prefabricated office trailer has been installed and is scheduled to get a final inspection from DOLA's Division of Housing the week of 9/23. DOH is the responsible agency for inspecting modular buildings in the state. Once these items are completed, the Town will apply for a final building inspection. 106West anticipates deliveries will commence as soon as receiving the certificate of occupancy. Town and 106West staff have continued to meet with Department of Revenue officials to work through the permitting for liquor deliveries under this new model, and the start date for liquor deliveries is delayed while we work through this process. 106West continues staff training by working alongside participating distributors with deliveries into restaurants. 106West also provided some limited pre and post event support for Oktoberfest, shuttling pallets of steins around and assisting with post-event clean up.

Staff has no other updates at this time but will be available to answer questions.



TOWN OF BRECKENRIDGE HOUSING WORKGROUP MEETING AGENDA

September 10th, 2024; 10:30am – 12pm
Lower Level Conference Room – Town Hall

The following topics were discussed at the September 10th meeting and a summary of the discussion is shown in [BLUE](#)

- 1) Program Updates
 - a. Housing Helps
 - b. Buy Downs
- 2) Runway Neighborhood Update - verbal
- 3) Stables Village progress and closings – verbal
- 4) Wellington Neighborhood bonus room parameters
- 5) Maintenance Plan Upgrades
- 6) Other Items

[Attendees: Laurie Best, Shannon Haynes, Scott Reid, Melanie Leas, Darci Henning, Dick Carlton, Rick Holman, Mark Truckey, Julia Puester, Flor Cruz](#)

Miscellaneous Items:

[SCHA has finished the development of the Deed Restricted Special Assessment loan program. Initially the parameters were that there was a full appreciation capped deed restriction was required for eligibility. That excluded two recent buyers that participated in Housing Helps. Staff will reach out to the executive director and ask for this to be brought back to the Board for reconsideration. This is a loan program intended to help deed restricted owners who have limited other options for financing a special assessment. Not having the requirement of the full appreciation capped deed restriction would also match what is available through Housing Helps in the rest of the County.](#)

[Wellington Neighborhood bonus room - Staff has received a couple of requests to increase the allowable amount for recoup. Construction costs have increased but all agreed price creep needs to be carefully considered. The current amount of 50% of the cost up to a maximum of \\$100K will continue to be the allowance to be included as an additional Capital Improvement for the build-out of the bonus room.](#)

[Maintenance Plan Upgrades - Staff is getting a large amount of questions about the current policy. Looking to amend the life span of the items and potentially increase the allowable amounts. Will be looking at Eagle County's plan and bring information back to the work group once staff has some recommendations of updates. Current policy is attached.](#)

Housing Helps Update

Fundings in 2024:

Jan 2024	\$95,000.00		\$95,000.00
Jan 2024	\$60,325.00	\$60,325.00	\$120,650.00
Feb 2024	\$128,250.00		\$128,250.00
Feb 2024	\$131,250.00		\$131,250.00
Feb 2024	\$92,150.00		\$92,150.00
Mar 2024	\$146,775.00	\$146,775.00	\$293,550.00
April 2024	\$112,500.00	\$112,500.00	\$225,000.00
May 2024	\$163,500.00		\$163,500.00
May 2024	\$137,500.00	\$137,500.00	\$275,000.00
May 2024	\$154,500.00		\$154,500.00
May 2024	\$300,000.00		\$300,000.00
May 2024	\$132,500.00		\$132,500.00
June 2024	\$230,000.00		\$230,000.00
July 2024	\$60,000.00		\$60,000.00
July 2024	\$172,500.00		\$172,500.00
July 2024	\$83,725.00	\$61,275.00	\$145,000.00
Aug 2024	\$125,000.00		\$125,000.00
Aug 2024	\$129,950.00		\$129,950.00
Sept 2024	\$75,000.00		\$75,000.00

Total amount spent in 2024: \$3,048,800.00

TOB Contribution: \$2,530,425.00

Summit County Contribution: \$518,375.00

3 additional Housing Helps purchases approved all split with the County and the full deed restriction:

TOB contribution \$317,165

County contribution \$198,835

3 additional purchase applications that we have not approved yet all in unincorporated Summit County and 3 current owners that we have communicated with that would like to proceed as soon as possible.

Buy Down Update - 2024

2024 Acquisitions & Sales	Purchase Date	Purchase Price	Sale Date	Sale Price	Beds	Bath	Cost of Buy Down	Cost per Bedroom	
BLUE is sold, Bold is Under Contract									
Gold Camp C66 (SG)*	12/3/2021	\$651,123	3/12/2024	\$433,834	2	1	-\$217,289	-\$108,644	-33.37%
Villas at Swans Nest 1903 (SG)*	6/1/2023	\$863,814.50	3/21/2024	\$614,249.86	2	2	-\$249,565	-\$124,782	-28.89%
Villas at Swans Nest 1805 (SG)	9/15/2023	\$857,184.94	5/28/2024	\$584,920.87	2	2	-\$272,264	-\$136,132	-31.76%
350 Timberlane Circle	12/1/2023	\$1,574,552.05	1/31/2024	\$1,091,296.86	4	4	-\$483,255	-\$120,814	-30.69%
Woodglen, Unit 2 (KV)*	2/22/2024	\$858,120.59	3/29/2024	\$594,189.19	3	2	-\$263,931	-\$87,977	-30.76%
123 Reiling Road (ST)	6/25/2024	\$925,570.74	7/29/2024	\$665,930.71	3	2	-\$259,640	-\$86,547	-28.05%
Ski and Racquet Club P5	6/13/2024	\$875,000.00	2024	\$635,000.00	2	2	-\$240,000	-\$120,000	-27.43%
					18		-\$1,985,944	-\$110,330	-30.14%

Currently pausing Buy Downs and using those funds to go towards Housing Helps. One remaining Buy Down to sell at Ski and Racquet Club. Now anticipated that we have closer to \$515,000 to allocate toward Housing Helps with current repricing anticipated at the remaining Buy Down.

All agreed that the focus should continue to be on Housing Helps and continue to pause Buy Downs. Staff is receiving significant purchase applications for Housing Helps and advised the current direction is to communicate with current owners about potentially moving their funding into the next budget year if possible. A majority of owners have been very receptive to waiting a short time. The goal is to reassess after September and see how many might be able to be funded in the final months of 2024.

EXHIBIT E

Maintenance Plan for existing deed restricted neighborhoods:

Neighborhood	Appreciation Formula with Maintenance Plan	Allowed Real Estate Commission with Maintenance Plan	Maintenance Policy by Neighborhood
Wellington 1	3% or more per year	2% of sale price	Wellington and Vista Point are able to add <u>5%</u> of their purchase price for approved maintenance items. Owners must sign an Amended and Restated Covenant prior to utilizing the maintenance policy.
Vista Point	3% or more per year	2% of sale price	
Wellington 2 & Lincoln Park	3% or more per year	2% of sale price	Wellington 2 and Lincoln Park are able to add <u>3%</u> of their purchase price for approved maintenance items. Owners must sign an Amended and Restated Covenant prior to utilizing the maintenance policy.
Valley Brook	2% fixed per year	2% of sale price	Valley Brook, Vic’s Landing, Maggie Point, Blue 52 and Gibson Heights are able to add <u>3%</u> of their purchase price for approved maintenance items. All future neighborhoods follow this level for appreciation formula, real estate commission and maintenance calculation.
Vic’s Landing			
Maggie Point			
Blue 52			
Gibson Heights			

Age of Improvement - 3 years or less	Age of Improvement - 5 years or less	Age of Improvement - 7 years or less	Age of Improvement - 10 years or less
Replaced Appliances (100%) Plumbing Fixtures (100%) (including sinks and toilets) Fencing (maintenance only 100%) Carpet including Pad (100%)	Replaced Appliances (50%) Mechanical System (100%) Roof (100%) Windows (100%) Siding (100%) Hot Water Heater (100%) Hard Flooring (100%) Permanent Fitted Window Blinds (100%)	Countertops (100%) Cabinets (100%) Exterior Paint (100%) Garage Door Replacement (100%) Gutters and Downspouts (100%) Outdoor Decks (maintenance only, 100%)	Mechanical System (50%) Roof (50%) Windows (50%) Siding (50%) Solar Power or Energy Efficiencies

Energy Efficiencies will be reviewed on a case-by-case basis

I) CALL TO ORDER

Nikki LaRochelle called the September 16th, 2024, regular meeting of BOSAC to order at 5:32 pm. Other members of BOSAC present included David Rossi, Bobbie Zanca, Chris Tennal, Krysten Joyce, Matt Powers, and Town Council liaison Jay Beckerman. Staff members present included Mark Truckey, Tony Overlock, Scott Reid, Alex Stach, Julia Puester, Ella Garner, and Lauren Sawyer. Katherine King from Summit County Open Space & Trails was also present. Members of the public: Turk Montepare, Greg Ruckman, and Alicia Vargo.

II) APPROVAL OF MINUTES

A) BOSAC REGULAR MEETING – August 19th, 2024

The minutes were approved as presented.

III) PUBLIC COMMENTS

N/A

IV) STAFF SUMMARY

A) Field Season Update

B) Friends of Breckenridge Trails

C) CPW State Trails Grant Submission

D) Camp Hale Continental Divide National Monument Access Planning

E) Forest Health/Hazardous Fuels Reduction Update

F) Signage Workplan Update

Ms. Zanca asked if the Senior Center had shared the Wayfinding Survey yet, to which staff replied that they weren't sure, but would follow up this week. Ms. Joyce encouraged staff to promote at the Rec. Center and for fellow BOSAC members to share the survey.

G) OST Website

H) Bioacoustics in Cucumber Gulch

Ms. Zanca wanted to know more about the bioacoustics program. Mr. Barlow and Mr. Stach explained how the device works, OST staff's role in maintaining it, and how the software works to identify species of birds.

I) DNR Kennels

Mr. Powers asked about the perpetuity of the DNR Kennels project. Mr. Rossi and Mr. Barlow stated that they're looking for another option and the agreement is just for 8 months at this time. Mr. Rossi explained the negotiations in greater detail, how the

structures were designed to be mobile, and that the intention would be to restore/revegetate the affected area.

There was a discussion point brought up by Mr. Tennal regarding the limitations on parcels purchased by BOSAC/OST. Mr. Truckey explained that it has a lot to do with the relationship between the Town Council & BOSAC and the Open Space and Trails Master Plan. Mr. Truckey used the McCain parcel to explain how that works. Ms. LaRochelle brought up the Conservation Overlay, modifying the Open Space Master Plan and there was some discussion about how to best protect existing parcels and future acquisitions, including getting clarification from the new Town of Breckenridge attorney, once hired.

J) The Keystone Drill

K) Wellington-Oro Treatment Plant

L) CGP Spreader Pond clean-out

M) Peak 10 Community Trails Project

N) Proposed McCain Open Space Parcel Programming

Ms. Joyce asked about the timeline of the McCain Open Space Parcel and where BOSAC would be able to contribute next. Mr. Barlow explained the flow chart included in the packet and that it was currently at the Town Council for budget/timeline approval. BOSAC will be able to include their input while establishing the scope of work prior to the RFP. Ms. LaRochelle wanted to know if the price point listed for the consultant was specifically for the Open Space parcel (Tract 8/Tract 10B) and felt the price was a bit surprising. Mr. Barlow replied that yes, it's just the Open Space parcels and that the \$100,000 is a placeholder on the higher end of the range. Mr. Beckerman explained that the price is also influenced by wanting to find a firm that specializes in the type of river/wetland restoration work needed in this parcel.

O) Proposed 2025 BOSAC Meeting Schedule

There was a discussion between BOSAC and OST staff on the February 17th date being on President's Day and if that would create any conflicts. It was decided to proceed with hosting BOSAC on that date.

V) OPEN SPACE DISCUSSION

Dogs on Town of Breckenridge Open Space & Trails

Jesslyn (JJ) McGill, Director of Summit County Animal Control provided her expertise while BOSAC discussed the issue of uncontrolled/aggressive dogs in the Town of Breckenridge Open Spaces. The committee, staff, and Ms. McGill discussed the need for a more proactive approach to address the problem, including the possibility of categorizing the calls by dispatch to specifically track incidents occurring on Open Space Property. The idea of a centralized area for dog training or education was also raised. The meeting also covered the process of handling dog bites, the importance of up-to-date rabies vaccinations, and the mandatory euthanasia rule for dogs that cause serious injury

or death. Alicia Vargo shared her story of a negative dog encounter she experienced earlier this Summer. Concerns about the public's lack of education about animals and the challenges faced by dogs due to their isolation and lack of socialization were also raised, as well as the absence of clear community expectations on dog etiquette.

2024 Naturalist Report

Ella Garner and Lauren Sawyer, the Open Space and Trails Naturalists, discussed their work in the Cucumber Gulch Preserve, focusing on wildlife monitoring – particularly beavers, and educational programming. They reported a decrease in visitor numbers and dog sightings during the annual closure for moose calving and nesting seasons. Wildlife monitoring in 2024 has shown a decline in beaver sightings, a keystone species in supporting the preserve's ecosystem, which they are currently investigating with the help of consulting partners EcoMetrics. Mrs. Sawyer and Mrs. Garner speculated on the reasons for the decline but expressed optimism about the beavers' return. They also shared data on guided hikes in the preserve and alternative locations, noting a slight decrease in attendance. Mrs. Sawyer and Mrs. Garner also discussed challenges with wildlife cameras and preserving the ecosystem, suggesting special signage to minimize disruptions. There was a discussion between Committee members about engaging with the Nordic Center to explore potential flexibility in their closing dates.

Virtual Attendance

The Committee discussed virtual attendance at BOSAC meetings, with Jay sharing his experiences from the Planning Commission and Town Council. **BOSAC agreed to not allow commissioners to attend executive sessions virtually and decided to follow the Town Council's approach, allowing virtual attendance but not participation.** The importance of pre-submitting comments to the chair, in the event of a pre-determined absence, was also emphasized.

Laurium Trailhead

OST Staff and Mrs. King explained some of the challenges and potential solutions for the alternative Laurium Trailhead parking lot, including the steep driveway and snow plowing issues related to the “behind the gate” option. At both the site visit and in the Council Chambers there was discussion on cost-saving measures and the idea of constructing both sides of the road. There was also a suggestion to consider reprogramming the actual trail/trailhead to the “west side of the road” option, which would maintain the natural beauty/historical significance of the open space area. **All BOSAC members agreed on the “west side of the road” option for the new Laurium Trailhead parking lot – 7/0.**

Council Matters Related to Open Space Topics

Mr. Beckerman spoke briefly on Council Matters related to Open Space, touching on the McCain Open Space planning efforts, planning for Pond Park near the new Vista Verde housing project, a new BOSAC member selection process for vacant positions (OST staff and Town Council liaison conduct one-on-one meetings with the top three applicants interviewing with the Town Council for final selection). Mr. Beckerman also reminded

BOSAC of the upcoming joint meeting between the Town Council and BOSAC, which will take place on November 18th, 2024.

Mrs. LaRochelle was curious to know if the Town Council had approved Breckenridge History's 2025 CIP and if there was additional information about that topic. The Committee discussed the Minnie Mine Project briefly and requested to stay in the loop regarding the project's scope. There was also a discussion about the need for more information before making decisions, with Mrs. Joyce suggesting a prompting question to check if everyone feels comfortable making a decision with the information available.

Other Matters Related to Open Space Topics

Mrs. LaRochelle asked about the status of the Xcel Restoration Project near the B&B Trailhead. Mrs. King replied that there have been some difficulties in communications with the contractor. Mrs. King also stated that Xcel is held to a \$300,000 bond for this work.

VI) EXECUTIVE SESSION

VII) Mrs. LaRochelle moved that BOSAC go into executive session under C.R.S. § 24-6-402(4) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators concerning a property that the Town may be interested in acquiring for open space purposes. Mr. Tennial seconded the motion. BOSAC went into an executive session at 7:52 PM.

The executive session of BOSAC concluded at 8:19 pm. The participants in the executive session were Nikki LaRochelle, Krysten Joyce, Matt Powers, David Rossi, Chris Tennial, Bobbie Zanca, and Council liaison Jay Beckerman. Staff present included Duke Barlow, Tony Overlock, Mark Truckey, Alex Stach, and Julia Puester. Katherine King from Summit County Open Space & Trails was present, as well as OSAC member Turk Montepare.

VIII) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Mrs. LaRochelle, and Mrs. Zanca seconded it. The September 16th, 2024 regular meeting of BOSAC ended at 8:20 pm.

The next regular meeting of BOSAC is scheduled for October 21st, 2024.

Nikki LaRochelle, Chair



TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission

September 16, 2024, 7:30am

Breckenridge Town Hall
Council Chambers
150 Ski Hill Road
Breckenridge, CO

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

I. Call to Order

Chair Jordan Burns called the meeting to order at 7:33am.

Roll Call

Present: Laurie Moroco, Isaura Cirillo, Carol Saade, Tahja Grier.

Virtual: Jordan Burns, June Walters, Ujala Vatas

Absent: Silvia Vicuna, Jotwan Daniels

Discussion/Approval of Agenda

Motion to Approve: Chair Burns, Seconded: Commissioner Grier

Discussion/Approval of the Minutes

Motion to Approve: Council Member Saade, Seconded: Commissioner Grier

II. Staff Summary

i. Update Trail Signage Survey

Flor Cruz shared that the Open Space and Trails Division is working on updating trail signage in Breckenridge, emphasizing the importance of making the signage system inclusive and representative of the community's needs. Cruz also mentioned that there is a public survey (available in both English and Spanish) and she asked the Commission to share it widely. Although the survey targets people who have used the trails, feedback from those who haven't is also welcome, especially if they explain why they haven't used the trails. Cruz also stressed the need for broad participation to ensure the changes meet community needs.

Council Member Carol Saade asked if staff knew how many responses have been received. Deputy Town Manager Scott Reid stated that the number was significant during the first week

but has slowed down. Reid also mentioned that having more responses from Spanish speakers would be very helpful. Council Member Saade also asked about social media sharing specifically the Facebook Latinos page. Cruz noted that the survey was shared on social media, including the Facebook Latinos group, and sent to local partner. Additionally, she shared that there is a plan to make it available at the Welcome Center to encourage more participation.

Commissioner Moroco expressed her disappointment and shock after seeing numerous negative comments about the bilingual trail signage news article on social media. Reid stated that it might have been an article about the White River National Forest efforts to transition to multilingual signage. Commissioner Cirillo shared that in her personal experience those who have negative comments or reviews are not always the majority but the ones who are most likely to speak up. Cruz also shared that the Open Space and Trails division is working with their vendor to ensure signage is inclusive and useful for all users to ensure they understand and can navigate the trails.

ii. Meeting Community Members Where They Are

Flor Cruz shared that the Town's Community Engagement Division has ordered promotional items to distribute across many community events. Cruz shared the design and items with the Commissioners. Staff hopes this community engagement initiative will begin the work towards building connections that can lead to relationships and eventually trust.

Council Member Carol Saade agreed that this was a great idea and asked for the Commission's input on the "I heart Breck" design. Commissioner Grier suggested a design that stated "I am Breck" or "We are Breck" to emphasize a sense of belonging. Commissioner Moroco agreed and stated that "I love Breck" felt commercial or generic to her. Commissioner Grier added that it would be good to have a message that foregrounds the feeling of inclusivity. Chair Burns also suggested moving the Town's logo to the bottom of the design or finding another way to incorporate it. Burns also stated that anyone who would wear the merchandise should feel like they are part of the community and the backbone of Breckenridge. Commissioner Vatas also recommended moving the heart below the statement.

Flor Cruz mentioned that the items had already been ordered but agreed that this initiative and work is continuous leaving room for future work where their design ideas could be implemented. Chair Burns also suggested a Spanish version of "I heart Breck". Deputy Town Manager Scott Reid clarified that the items mentioned were already ordered and are primarily for branding Breckenridge, not specifically for social equity efforts. He also mentioned that the items would be handed out as swag at various events. However, he encouraged continuing to brainstorm ideas and supported the idea of making improvements and adjustments over time.

iii. Celebrate Hispanic Heritage Month – Sept 15 – Oct 15

Flor Cruz reminded the Commission about Hispanic Heritage Month and the Latin American cuisine class at CMC in Breckenridge on September 23rd, from 6 to 10 PM. The class, with 12 free spots, will be open to the public starting Monday, as the event couldn't be promoted before September 15th, when Hispanic Heritage Month began. Cruz also shared that staff plans to continue sharing posts and educational content, including the distinctions between Latino, Hispanic, and Latinx.

Commissioner Cirillo suggested a Hispanic Heritage Month event for future years and shared her experiences while at university where she hosted similar events that included folk dancing from

Colombia and Mexican Mariachi bands. Cirillo also shared that Dillon Valley had a car parade that celebrated Mexican Independence Day. She also mentioned that many Latin American countries celebrate their independence during the month of September. She also stated that the event didn't have to be big but could be something significant. Cirillo also shared an experience from more than 20 years ago when Mexican folk dancers from Veracruz danced at the River Walk Center.

Flor Cruz suggested that the Celebrate Diversity subcommittee consider this feedback. Cruz emphasized the need to plan well in advance due to the significant amount of work involved when planning an event. She also shared that during the previous subcommittee meeting, the group discussed supporting local organizations who had events with similar visions. Cruz shared that Breck Create is hosting a Dia de Los Muertos celebration for Hispanic Heritage Month. Council Member Saade also added that Breck Create invites performers and has music during their celebrations.

Council Member Saade informed the Commission about a previous conversation during a subcommittee meeting where the group discussed being mindful of the number of events that the Commission hosts per month. She also stated that the subcommittee did a great job this year with partnering with organizations who already offered similar events or services like CMC with the culinary class and Breck Film with a potential movie night. Council Member Saade suggested that in the future the Commission consider partnering with other organizations that are already doing similar work and keep the door open for individual events.

Flor Cruz echoed Council Member Saade's statement and stated she was open to the idea of celebrating with individual events while still highlighting the importance of planning in advance and being mindful of the workload. Cruz suggested focusing on doing fewer but more meaningful and impactful events, rather than trying to handle multiple things at once. She also provided an update on a potential movie night.

III. Presenter

i. Bill Gilmore and Milena Quiros – Summit School District

Milena Quiros thanked the group for their work and time and clarified that Dia de los Muertos and Hispanic Heritage Month are different celebrations. She noted that Dia de los Muertos is a Mexican tradition that doesn't represent all Latino cultures, though some people still join in for the celebration. Milena also reminded the Commission that Independence Day for various Latin American countries, which occurs in September, is entirely different from Día de los Muertos. Quiros also expressed appreciation for the Commission's efforts.

Bill Gilmore, the Director of Postsecondary Readiness for Summit School District explained the Pathways project. Summit School District aims to ensure students have meaningful learning experiences across all subjects and career-focused education that can be used in their future careers. Gilmore, Quiros, and their team analyzed local labor market data to identify industry sectors that provide living wages and high-demand careers, settling on seven pathways: skilled trades, business/marketing/entrepreneurship, computer science, engineering/advanced manufacturing, health sciences, natural resources/outdoor leadership, and education/human services. Gilmore stated that the program spans across all courses from kindergarten through graduation, allowing students to focus on specific pathways as they advance. Gilmore emphasized the importance of including the Hispanic and minority communities, which make up

40% and 45% of the student body respectively, in the design process to ensure the pathways meet their needs.

Milena Quiros, a member of the Equity Department for Summit School District, emphasized the importance of partnering with different committees and organizations. She also highlighted the importance of ensuring that all students, especially those from Spanish-speaking communities, have access to the opportunities being created and participate in the development of such opportunities. Quiros asked the Commission for help reaching and involving Spanish-speaking individuals who might connect with these pathways.

Bill Gilmore explained that certain programs, such as skilled trades, construction, welding, and health sciences were doing well, but noted that areas like business and entrepreneurship still need development. As the school district works to improve existing programs and create new ones, they aim to involve a wide range of voices and local expertise. Gilmore also shared that they are hosting a Pathways Kickoff event at Summit High School, inviting community and industry members to learn about the pathways, provide feedback, and help identify the skills and knowledge needed for each pathway to shape future learning experiences for students.

Council Member Saade asked if the school district was starting to shape each pathway. Gilmore confirmed that they had some ideas on what each pathway would look like but are soliciting different perspectives and experiences to ensure the courses are design in a way that will accelerate student success. Gilmore explained that each high school course in a career pathway should have four components: concurrent enrollment with a higher education partner (like CMC), industry certifications to validate technical skills, academic credit (e.g., math credit for construction courses or science credit for health sciences), and a robust work-based learning system. This system would allow students to intern with industry partners, gaining real-world experience and aid in determining if a career is a good fit before making high-stakes decisions. He also emphasized the importance of tailoring this approach to the needs of Summit County and its communities.

Commissioner Grier asked if any research had been done on the demographics—such as gender and race—within the career pathways, questioning why certain pathways predominantly attract specific groups. She suggested exploring the reasons behind these trends and using that information to engage students, explaining the demographic makeup of a field and encouraging them to become pioneers or break traditional molds in those areas. Gilmore stated that there is research that suggests that students begin to formulate specific views on what certain fields should look like during their middle school years which is why they want to ensure students in elementary schools and middle school have exposure and inclusive learning environments with diverse classrooms.

Milena Quiros added that there is also research around income and highlighted how important it is for minority students to have access to such information. Gilmore explained that the program also takes into consideration career growth and helps students build a path from entry level positions towards upward mobility. Commissioner Grier also suggested having different pathways models which would open students to many possibilities.

Chair Burns suggested that Milena and Bill join events where parents can begin to hear about the program outside of the schools. Milena Quiros thanked Burns for his suggestion and stated

that she would appreciate a partnership to reach community members where they already gather. Commissioner Vatas asked if the program was similar to CTE (career and technical education) to which Gilmore answered that it was the backbone of the pathways at the middle school and high school levels.

Commissioner Cirillo asked if this program could be extended to adults and parents who have careers from other countries and need to understand the pathway to validate their education. Cirillo shared her experiences as a dentist from Mexico who had to go through the validation process which took her 10 years to complete to be able to practice in the United States. She also mentioned that the pathway was very challenging and encountered many educators who didn't know how to guide her. Milena Quiros agreed with Commissioner Cirillo and stated that they are working very closely with CMC who might be able to serve that population and continue to educate immigrants on the education systems in the United States. Quiros also added that serving this population was an equity issue because families are being financially impacted by not having access to education.

Commissioner Cirillo also stated that students should be exposed to many different career options regardless of ethnic backgrounds and should be exposed to real life examples or inspiring stories. Milena Quiros appreciated the comment and emphasized that the goal of the seven career pathways is to avoid stigmatization and open opportunities for all students, regardless of appearance or background. Quiros highlighted the importance of not limiting students to certain careers based on stereotypes. The speaker notes that with over 40% of the school district population being people of color, inclusivity is a key focus. The pathways are intended to be open to every student, allowing them to pursue fields without stigma or limitations.

Flor Cruz shared a personal experience about the challenges of not seeing people who look like her in leadership or certain career paths, which can create a sense of not belonging. This feeling is especially common for first-generation students, who may lack guidance on navigating career options, financial planning, and higher education from an early age. Cruz highlighted the importance of having conversations with minority students about different career pathways, including practical aspects like income and cost of living. These discussions are crucial because they may not happen at home, and without them, students may struggle to navigate the professional world and feel like they don't belong in leadership or certain career paths.

Milena Quiros highlighted the school district's efforts to open doors for students who may not receive guidance at home, ensuring they have those important conversations in school, such as with counselors or teachers. She also stated that they are partnering with Colorado Mountain College (CMC) to help students and families, especially students of color, complete FAFSA and CASFA applications, which are crucial for their future. Quiros emphasized the importance of community voices, particularly from former students who have overcome systemic barriers, to inform the district's approach. She stressed that the system could make it harder for immigrants and people of color to succeed.

ii. *Community Stories – Hispanic Heritage Month*

Commissioner Cirillo shared her personal story of coming to the U.S. from Mexico with her identical twin sister in 1998 to work and pay for her dental education. She recalls the powerful moment of seeing the Statue of Liberty from the airplane window, like a scene from a movie.

Cirillo worked various jobs, such as in restaurants and housekeeping, before returning to Mexico to finish dental school. Meanwhile, their sister stayed in the U.S., married, and started a family business. Cirillo later married and faced challenges getting her dental license validated in the U.S., but eventually succeeded. She expressed gratitude for the support and sense of belonging she has experienced in the Summit County community. As a member of the Social Equity Advisory Commission, she feels lucky to give back to the community.

Milena Quiros shared her personal story and perspective as a Hispanic immigrant originally from Costa Rica. She arrived over 26 years ago with plans to move to Canada but decided to stay in Colorado due to family ties. Initially, she didn't experience inequities until she became a parent to a Black child. This opened her eyes to the struggles of being a person of color, especially when her child faced challenges in school because of his appearance.

Quiros shared her involvement in the community, highlighting her work with school committees, non-profits, and other organizations. She emphasized the importance of equitable treatment for all, regardless of race or background, and described how her accent and cultural differences have made it difficult to be understood and accepted in many leadership roles. Despite these challenges, she remains committed to advocacy and community work, particularly in supporting immigrant families and ensuring her children have the same opportunities as others.

Quiros stressed the importance of inclusion, representation in languages, and empathy toward immigrants, each with unique struggles. The speaker also noted that while she has a strong support system, navigating systems in the U.S. as an immigrant is difficult, especially when facing bias based on appearance or language. Her primary goal is to ensure her children, and all immigrant children succeed and feel a sense of belonging in their community.

Commissioner Cirillo emphasized the need for greater understanding about immigrants' motivations for coming to the U.S. She highlighted that immigrants seek a better life for themselves and their families through hard work, not to engage in criminal activities or take jobs from others. Cirillo addressed the common misconception that immigrants are a threat, stressing that they are simply striving for a better future, just like anyone else. Council Member Saade thanked Commissioner Isaura Cirillo and Milena Quiros for sharing their stories and capturing the spirit that many community members experience.

IV. Social Equity Discussion

I. November Native American Heritage Month

Flor Cruz asked the group to think about November Native American Heritage Month so that the subcommittee and staff can begin to plan. Commissioner Walters shared that Tribal Council elections take place in October. She also recommended the Commission ask Ernest House for contact information and guidance on how to begin building relationships with Tribal Elders and Tribal Council members while visiting the museum in Montrose.

II. Equity Training

Flor Cruz asked the Commission to consider training vendors and topics for an equity training before the end of the year. Cruz suggested using Martina Sharp Grier or the Equity Project as vendors. She also asked if the Town's internal DEI committee could attend. The Commissioners agreed to email Flor vendor preferences so that she could contact the vendor. Commissioner

Grier asked if the county's EDI committee could attend. Cruz stated that she would refer to the Commission and Town Leadership to approve.

III. Subcommittee Updates

Council Member Saade suggested a more efficient approach for subcommittee updates. Instead of going over all details, she proposed allowing subcommittee members to highlight key points and those not on the subcommittee to ask questions.

Celebrate Diversity / Community Outreach & Engagement /Community Education & Influence

Civic Engagement

Council Member Saade and Flor Cruz shared that the Civic Engagement approved a second grant for Ride On Inc, an organization that focuses on increasing diversity in the snowboarding community. Cruz stated that the organization was requesting \$1,200 for soft goods and gear for underrepresented communities in Summit County. Commissioner Grier agreed with the approval and requested monthly updates on grants to stay connected and informed on applications.

Immigration Rights and Advocacy

Flor Cruz provided an update on the "I am Summit" video filming. She stated that there was a good turnout, and that the subcommittee discussed a plan for promotional strategies. She also mentioned that during their meeting, Mountain Dreamers provided valuable recommendations to hiring Spanish speaking staff at the Rec Center. Cruz emphasized the importance of having Spanish speaking staff and suggested that the Commission should prioritize this issue moving forward.

V. Upcoming Council Items

Deputy Town Manager Reid asked the Commission if they had any questions on the upcoming council items from the agenda packet. Commissioner Grier asked about the Boards and Commission training that was postponed. Deputy Town Manager shared that the Town would have a new attorney in November and staff should have information after that.

VI. Upcoming Agenda Topics

VII. Other Matters

VIII. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 9:03am. Commissioner Grier seconded.

BTO Update

Sept 17, 2024

Breckenridge Oktoberfest (9/13-15) – 28th year

Presenting Sponsor: Breckenridge Brewery

Supporting Sponsors: Broken Compass, Talbott's Cider

Successful event: good crowds, no issues per PD, smooth operation (appx 600 volunteers and temp help). Revenue was close to last year. Many similar events across the state were down this summer per several of our vendors including Breck Brewery, so we are pleased to come in flat. Will have demographic data within the next two weeks – ran intercept surveys on-site, and mobility data as well. Will have updated diversion rates. RCups well received by public. Room nights booked Th-Sun were down 20% per KeyData. Anecdotal information from several restaurants was very favorable.

Thank You: Breck PD, and Public Works, Tara, Bella, Kathy, Chris (Kulick)

Launched new RFID technology with vendor, Billfold. It worked very well, providing better security, daily financial reporting, and other data that will help immensely in planning future years. Connectivity was excellent throughout the weekend. Expenses will be up as RFID was not budgeted initially.

Thank You: Chris Luberto who worked closely with our team getting this set up.

Special shout out to Majai, Sarah, Bill for all the great planning, organization, recruiting and heavy lifting to make this event our best yet!

Overall Room Nights per KeyData

Not much change: KeyData showing 20% down in room nights booked for summer/fall;
(Down 13% from 2 years ago)

May – October. ADR is flat to last year.

September is down 31%, ADR down 4%.

Accommodations tax will likely not be down this much for summer/fall.

Winter is still very early/small numbers: KeyData showing room nights down 18%



TOWN OF
BRECKENRIDGE

August 31st, 2024

Department of Finance

Executive Summary

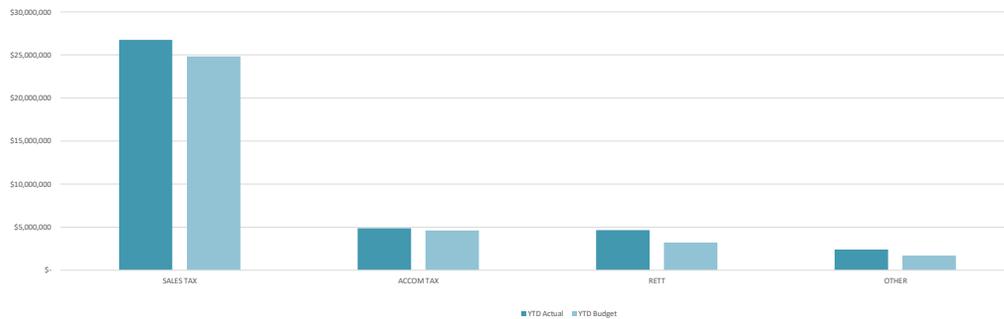
August 31, 2024

This report covers the 8 months of 2024. August is largely reflective of July tax collections

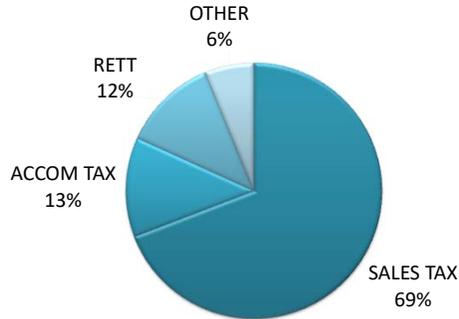
Overall, we are approximately \$4.3M above 2024 budgeted revenues in the Excise fund and \$1.4M ahead of prior year. Sales tax is currently \$1.9M over YTD budget, and flat in comparison with prior year. Accommodations tax is ahead \$.2M in comparison with YTD budget and \$.1M behind of prior year. Real Estate Transfer Tax is ahead \$1.4M in comparison with YTD budget and ahead \$1M in comparison with prior year.

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

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 26,761,248	\$ 24,823,000	108%	\$ 35,700,000	\$ 26,722,137	\$ 36,424,495
ACCOMMODATIONS TAX	4,868,805	4,610,000	106%	6,000,000	5,008,305	6,314,016
REAL ESTATE TRANSFER	4,639,567	3,225,000	144%	5,000,000	3,648,693	6,225,510
OTHER*	2,414,076	1,695,637	142%	2,352,953	1,843,239	2,979,403
TOTAL	\$ 38,683,696	\$ 34,353,637	113%	\$ 49,052,953	\$ 37,222,375	\$ 51,943,424

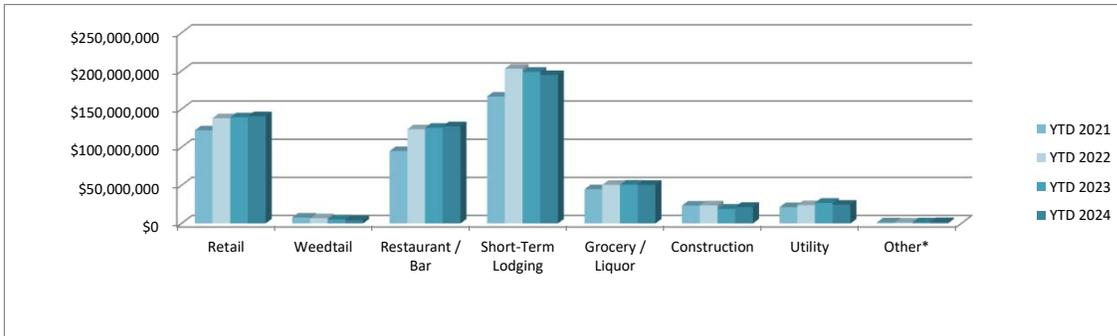
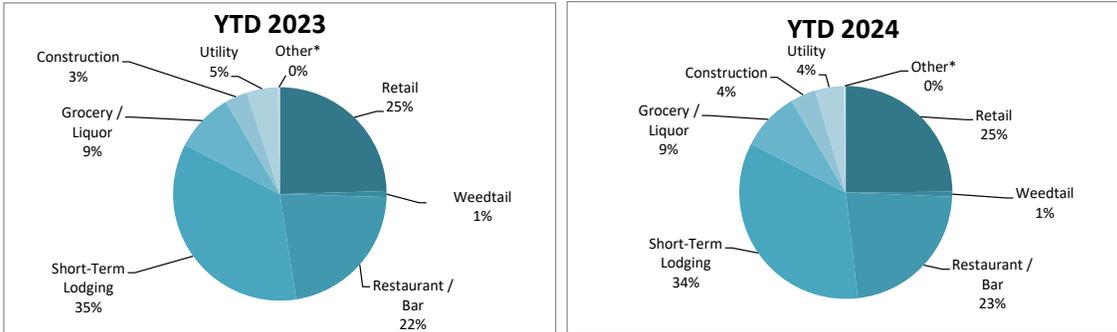
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics: July 2024

Net Taxable Sales by Industry-YTD

Description	YTD 2021	YTD 2022	YTD 2023	2023		2023/2024		2024
				% of Total	YTD 2024	\$ Change	% Change	% of Total
Retail	\$122,121,268	\$138,073,180	\$139,260,102	24.53%	\$140,559,472	\$1,299,370	0.93%	24.85%
Weedtail	\$7,811,049	\$6,807,586	\$5,349,604	0.94%	\$4,483,279	(\$866,324)	-16.19%	0.79%
Restaurant / Bar	\$94,976,496	\$123,420,392	\$125,493,383	22.11%	\$127,505,427	\$2,012,044	1.60%	22.54%
Short-Term Lodging	\$166,424,437	\$202,972,460	\$198,892,542	35.04%	\$194,615,791	(\$4,276,751)	-2.15%	34.40%
Grocery / Liquor	\$44,818,925	\$50,554,726	\$50,842,963	8.96%	\$50,589,485	(\$253,478)	-0.50%	8.94%
Construction	\$23,509,679	\$23,755,724	\$19,345,144	3.41%	\$21,633,462	\$2,288,317	11.83%	3.82%
Utility	\$21,352,982	\$24,135,205	\$27,044,815	4.76%	\$24,644,614	(\$2,400,201)	-8.87%	4.36%
Other*	\$1,386,218	\$1,298,841	\$1,460,614	0.26%	\$1,689,242	\$228,628	15.65%	0.30%
Total	\$482,401,054	\$571,018,112	\$567,689,167	100.00%	\$565,720,772	(\$1,968,395)	-0.35%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



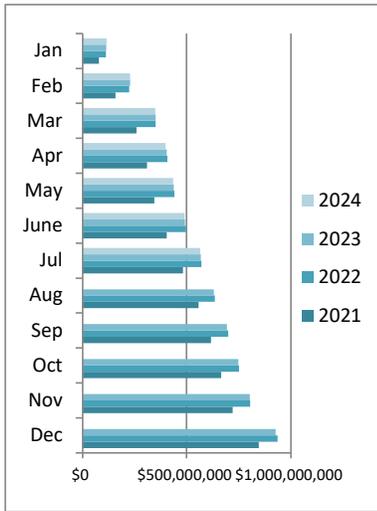
New Items of Note:

- July YTD net taxable sales are currently behind of YTD July 2023 by .35%.
- For July YTD 2024, there were increases in Restaurant/Bar (1.60%), Construction (11.83%) and in Retail (.93%), and a decline in Weedtail (-16.19%), Short-Term Lodging (-2.15%), Grocery/Liquor (-.50%) and Utilities (-8.87%), compared to June YTD 2023.

Notes:

- Short Term Lodging taxes are generally remitted based on reservation date.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

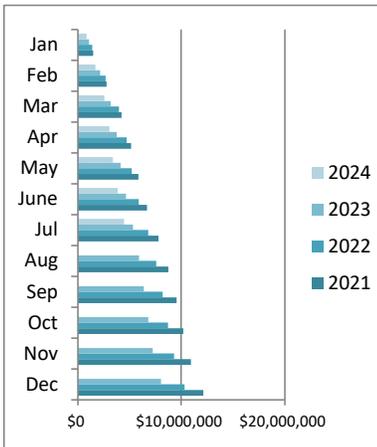
Net Taxable Sales by Sector-Town of Breckenridge Tax Base



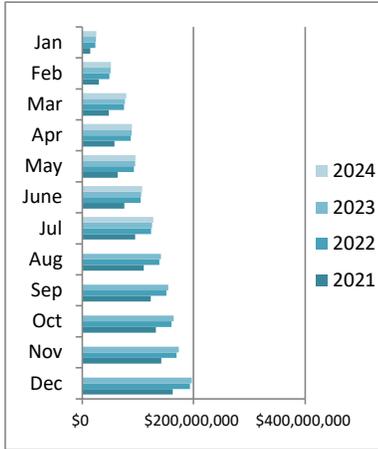
Total Net Taxable Sales					
	2021	2022	2023	2024	% change from PY
Jan	\$79,027,402	\$113,608,812	\$115,043,406	\$115,259,294	0.19%
Feb	\$79,746,002	\$111,339,364	\$113,875,786	\$113,204,555	-0.59%
Mar	\$100,241,682	\$125,732,322	\$122,821,395	\$121,308,967	-1.23%
Apr	\$51,103,750	\$56,513,132	\$53,629,794	\$49,397,426	-7.89%
May	\$35,695,612	\$34,486,488	\$32,489,533	\$35,508,881	9.29%
Jun	\$58,742,627	\$56,245,487	\$54,770,493	\$55,159,333	0.71%
Jul	\$77,843,979	\$73,092,507	\$75,058,760	\$75,882,317	1.10%
Aug	\$74,686,135	\$64,946,003	\$63,641,424	\$0	n/a
Sep	\$60,909,734	\$63,907,700	\$62,247,919	\$0	n/a
Oct	\$48,335,563	\$51,440,220	\$55,269,453	\$0	n/a
Nov	\$55,558,313	\$53,843,451	\$55,294,564	\$0	n/a
Dec	\$124,985,485	\$131,745,935	\$123,691,645	\$0	n/a
YTD	\$482,401,054	\$571,018,112	\$567,689,167	\$565,720,772	-0.35%
Total	\$846,876,284	\$936,901,422	\$927,834,172	\$565,720,772	-39.03%



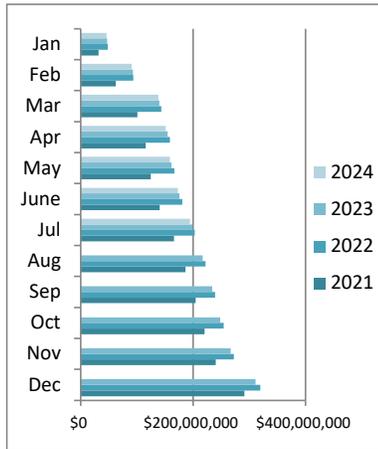
Retail					
	2021	2022	2023	2024	% change
Jan	\$18,305,690	\$24,262,621	\$25,137,246	\$26,354,790	4.84%
Feb	\$19,249,534	\$24,766,608	\$25,031,798	\$24,733,122	-1.19%
Mar	\$25,917,653	\$31,218,657	\$31,698,110	\$29,766,738	-6.09%
Apr	\$13,501,948	\$14,384,718	\$14,291,351	\$13,863,004	-3.00%
May	\$9,956,309	\$9,126,632	\$9,248,264	\$10,356,172	11.98%
Jun	\$17,003,650	\$16,274,110	\$16,060,035	\$15,566,864	-3.07%
Jul	\$18,186,484	\$18,039,832	\$17,793,298	\$19,918,782	11.95%
Aug	\$24,569,798	\$15,818,514	\$15,054,441	\$0	n/a
Sep	\$16,716,094	\$19,889,411	\$17,996,152	\$0	n/a
Oct	\$11,743,323	\$15,028,627	\$12,956,568	\$0	n/a
Nov	\$15,456,230	\$15,587,630	\$14,390,617	\$0	n/a
Dec	\$32,337,366	\$33,961,445	\$34,147,386	\$0	n/a
YTD	\$122,121,268	\$138,073,180	\$139,260,102	\$140,559,472	0.93%
Total	\$222,944,077	\$238,358,807	\$233,805,265	\$140,559,472	-39.88%



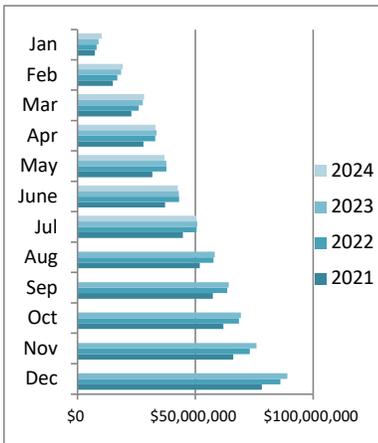
Weedtail					
	2021	2022	2023	2024	% change
Jan	\$1,478,465	\$1,390,691	\$1,085,499	\$835,116	-23.07%
Feb	\$1,294,638	\$1,290,570	\$1,071,374	\$866,966	-19.08%
Mar	\$1,441,196	\$1,310,491	\$1,021,416	\$854,323	-16.36%
Apr	\$942,276	\$732,968	\$577,496	\$490,607	-15.05%
May	\$695,750	\$499,512	\$382,445	\$339,210	-11.30%
Jun	\$841,867	\$670,484	\$513,462	\$467,638	-8.92%
Jul	\$1,116,858	\$912,870	\$697,911	\$629,419	-9.81%
Aug	\$936,140	\$777,363	\$578,590	\$0	n/a
Sep	\$802,336	\$611,456	\$463,014	\$0	n/a
Oct	\$665,889	\$529,983	\$413,804	\$0	n/a
Nov	\$737,780	\$581,583	\$447,069	\$0	n/a
Dec	\$1,195,620	\$1,014,636	\$785,178	\$0	n/a
YTD	\$7,811,049	\$6,807,586	\$5,349,604	\$4,483,279	-16.19%
Total	\$12,148,814	\$10,322,606	\$8,037,258	\$4,483,279	-44.22%



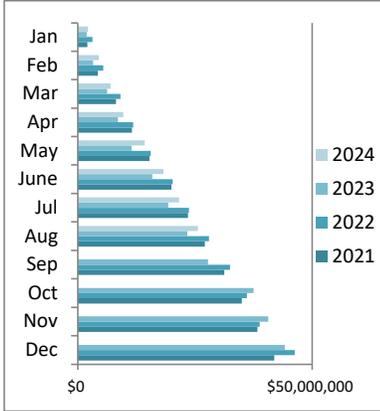
Restaurant / Bar					
	2021	2022	2023	2024	% change
Jan	\$14,372,467	\$23,591,432	\$25,009,257	\$25,042,953	0.13%
Feb	\$15,293,976	\$24,974,867	\$25,965,915	\$26,685,736	2.77%
Mar	\$18,001,752	\$26,280,138	\$25,821,441	\$27,277,628	5.64%
Apr	\$10,082,518	\$12,415,528	\$12,209,139	\$10,610,820	-13.09%
May	\$6,065,196	\$5,669,343	\$5,883,754	\$5,797,807	-1.46%
Jun	\$12,074,689	\$11,796,384	\$11,309,552	\$12,328,805	9.01%
Jul	\$19,085,898	\$18,692,700	\$19,294,325	\$19,761,678	2.42%
Aug	\$15,737,756	\$14,956,807	\$15,634,593	\$0	n/a
Sep	\$12,545,273	\$12,668,238	\$13,197,620	\$0	n/a
Oct	\$9,073,163	\$9,309,000	\$9,879,709	\$0	n/a
Nov	\$9,429,392	\$9,038,337	\$9,285,260	\$0	n/a
Dec	\$20,911,542	\$24,150,159	\$23,302,685	\$0	n/a
YTD	\$94,976,496	\$123,420,392	\$125,493,383	\$127,505,427	1.60%
Total	\$162,673,623	\$193,542,933	\$196,793,250	\$127,505,427	-35.21%



Short-Term Lodging					
	2021	2022	2023	2024	% change
Jan	\$31,756,647	\$48,613,697	\$47,461,191	\$45,947,762	-3.19%
Feb	\$30,597,409	\$45,169,344	\$45,736,673	\$45,182,230	-1.21%
Mar	\$38,833,139	\$49,665,680	\$47,143,257	\$47,172,582	0.06%
Apr	\$14,789,371	\$15,604,892	\$14,582,565	\$12,979,085	-11.00%
May	\$8,839,587	\$7,736,666	\$6,909,765	\$7,558,600	9.39%
Jun	\$16,112,111	\$14,461,872	\$13,811,321	\$14,243,061	3.13%
Jul	\$25,496,173	\$21,720,310	\$23,247,770	\$21,532,471	-7.38%
Aug	\$20,248,079	\$19,219,232	\$18,159,361	\$0	n/a
Sep	\$17,984,544	\$17,238,667	\$16,972,505	\$0	n/a
Oct	\$16,267,787	\$15,303,928	\$14,660,010	\$0	n/a
Nov	\$19,659,292	\$18,013,772	\$18,661,078	\$0	n/a
Dec	\$50,715,125	\$46,904,200	\$43,986,908	\$0	n/a
YTD	\$166,424,437	\$202,972,460	\$198,892,542	\$194,615,791	-2.15%
Total	\$291,299,264	\$319,652,259	\$311,332,404	\$194,615,791	-37.49%



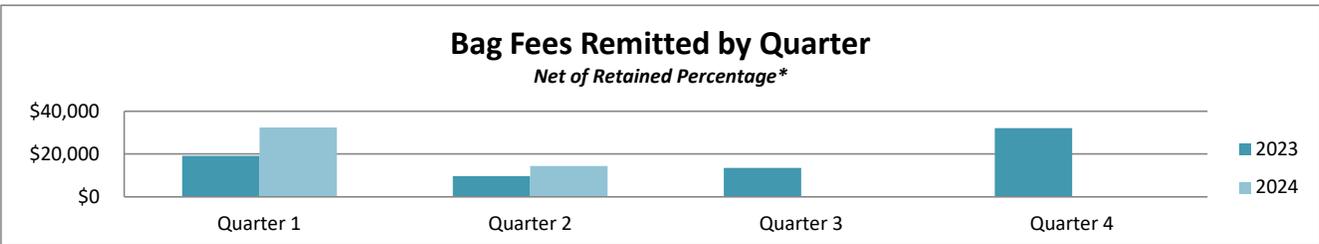
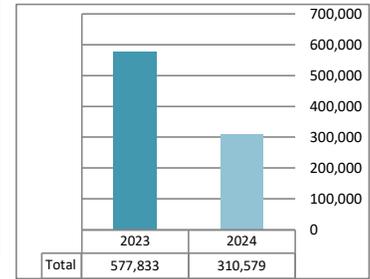
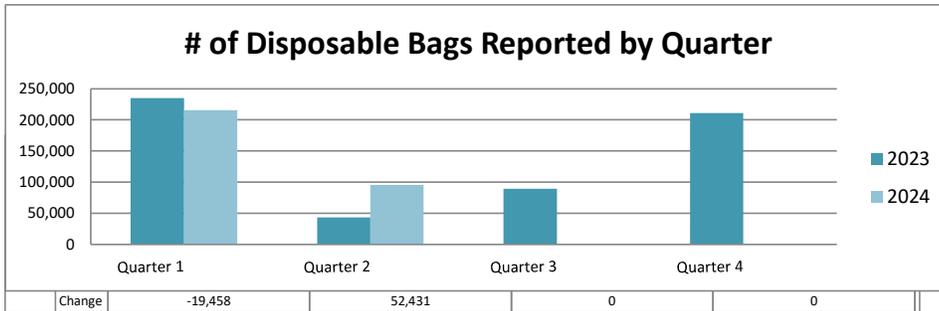
Grocery / Liquor					
	2021	2022	2023	2024	% change
Jan	\$7,287,839	\$8,170,578	\$8,997,217	\$10,314,078	14.64%
Feb	\$7,698,418	\$8,753,193	\$9,587,315	\$8,834,611	-7.85%
Mar	\$7,875,044	\$9,019,659	\$9,151,128	\$9,118,563	-0.36%
Apr	\$5,116,542	\$6,998,996	\$5,851,774	\$4,845,592	-17.19%
May	\$3,756,571	\$4,744,379	\$4,092,212	\$3,794,576	-7.27%
Jun	\$5,487,526	\$5,436,849	\$5,335,000	\$5,742,402	7.64%
Jul	\$7,596,984	\$7,431,072	\$7,828,316	\$7,939,664	1.42%
Aug	\$7,082,310	\$7,177,335	\$7,441,155	\$0	n/a
Sep	\$5,595,731	\$5,816,776	\$5,964,152	\$0	n/a
Oct	\$4,452,681	\$4,953,494	\$5,140,210	\$0	n/a
Nov	\$4,209,254	\$4,692,648	\$6,579,348	\$0	n/a
Dec	\$12,158,623	\$12,887,729	\$13,094,821	\$0	n/a
YTD	\$44,818,925	\$50,554,726	\$50,842,963	\$50,589,485	-0.50%
Total	\$78,317,524	\$86,082,707	\$89,062,650	\$50,589,485	-43.20%



Construction					
	2021	2022	2023	2024	% change
Jan	\$2,092,188	\$3,154,550	\$1,938,465	\$2,224,327	14.75%
Feb	\$2,206,727	\$2,342,215	\$1,362,174	\$2,270,874	66.71%
Mar	\$3,902,586	\$3,640,672	\$3,009,560	\$2,501,518	-16.88%
Apr	\$3,348,850	\$2,708,904	\$2,254,746	\$2,761,140	22.46%
May	\$3,764,093	\$3,760,228	\$2,944,308	\$4,560,248	54.88%
Jun	\$4,716,503	\$4,653,957	\$4,383,451	\$3,996,441	-8.83%
Jul	\$3,478,732	\$3,495,198	\$3,452,440	\$3,318,913	-3.87%
Aug	\$3,628,978	\$4,279,115	\$4,029,428	\$0	n/a
Sep	\$4,120,325	\$4,470,842	\$4,439,649	\$0	n/a
Oct	\$3,755,576	\$3,622,360	\$9,721,777	\$0	n/a
Nov	\$3,322,188	\$2,699,544	\$3,100,401	\$0	n/a
Dec	\$3,608,688	\$7,480,999	\$3,562,642	\$0	n/a
YTD	\$23,509,679	\$23,755,724	\$19,345,144	\$21,633,462	11.83%
Total	\$41,945,433	\$46,308,584	\$44,199,041	\$21,633,462	-51.05%

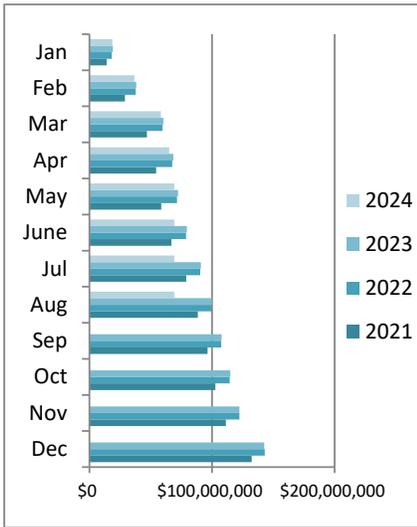
Disposable Bag Fees

The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town’s sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. The fee was increased to \$.25 in 2023.

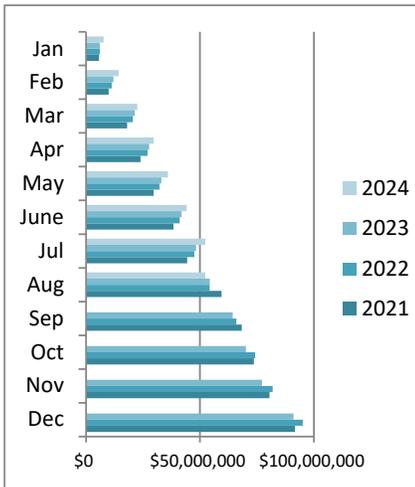


*As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained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

The Tax Basics: Retail Sales Sector Analysis



Retail: In-Town					
	2021	2022	2023	2024	% change from PY
Jan	\$14,061,714	\$18,194,406	\$19,116,099	\$18,697,085	-2.19%
Feb	\$14,959,540	\$19,518,248	\$19,051,762	\$18,084,682	-5.08%
Mar	\$17,802,910	\$21,840,435	\$22,237,618	\$21,553,794	-3.08%
Apr	\$7,646,149	\$8,009,146	\$8,044,624	\$6,697,555	-16.74%
May	\$4,158,557	\$3,831,529	\$3,871,524	\$4,142,350	7.00%
Jun	\$8,269,058	\$7,375,440	\$7,118,941	\$7,309,880	2.68%
Jul	\$12,106,548	\$11,579,232	\$11,431,497	\$11,723,944	2.56%
Aug	\$9,468,381	\$9,120,396	\$8,988,954	\$0	n/a
Sep	\$7,824,858	\$8,116,088	\$7,939,320	\$0	n/a
Oct	\$6,412,309	\$6,760,223	\$7,160,534	\$0	n/a
Nov	\$8,579,644	\$7,946,225	\$7,352,388	\$0	n/a
Dec	\$21,064,436	\$20,697,427	\$20,283,670	\$0	n/a
YTD	\$79,004,475	\$90,348,436	\$90,872,065	\$88,209,288	-2.93%
Total	\$132,354,104	\$142,988,794	\$142,596,930	\$88,209,288	



Retail: Out-of-Town					
	2021	2022	2023	2024	% change
Jan	\$5,698,046	\$6,039,154	\$6,021,148	\$7,657,706	27.18%
Feb	\$4,263,622	\$5,248,360	\$5,980,036	\$6,648,325	11.18%
Mar	\$8,078,472	\$9,294,425	\$9,413,558	\$8,212,696	-12.76%
Apr	\$5,828,735	\$6,375,572	\$6,246,726	\$7,165,449	14.71%
May	\$5,773,710	\$5,259,490	\$5,376,740	\$6,213,803	15.57%
Jun	\$8,697,769	\$8,858,259	\$8,894,157	\$8,256,984	-7.16%
Jul	\$6,052,059	\$6,460,600	\$6,329,784	\$8,194,838	29.46%
Aug	\$15,077,180	\$6,698,119	\$6,065,488	\$0	n/a
Sep	\$8,846,310	\$11,732,554	\$10,056,832	\$0	n/a
Oct	\$5,304,794	\$8,268,404	\$5,796,034	\$0	n/a
Nov	\$6,852,359	\$7,641,404	\$7,038,229	\$0	n/a
Dec	\$11,236,773	\$13,219,930	\$13,863,716	\$0	n/a
YTD	\$44,392,413	\$47,535,860	\$48,262,148	\$52,349,801	8.47%
Total	\$91,709,829	\$95,096,272	\$91,082,448	\$52,349,801	



New Items of Note:

- In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall increase of 2.56% in July 2024 as compared to 2023. The Out-of-Town Retail Sales had an overall increase in sales of 29.46% for July 2024 compared to 2023.

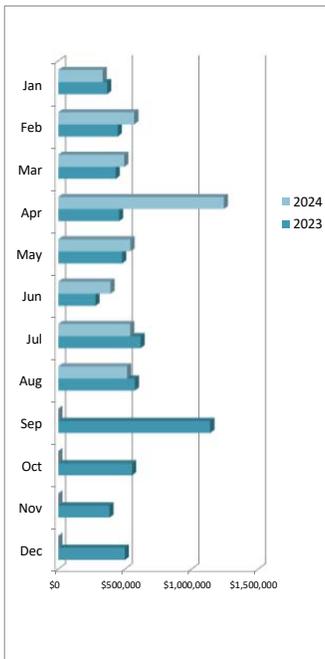
Real Estate Transfer Tax

New Items of Note:

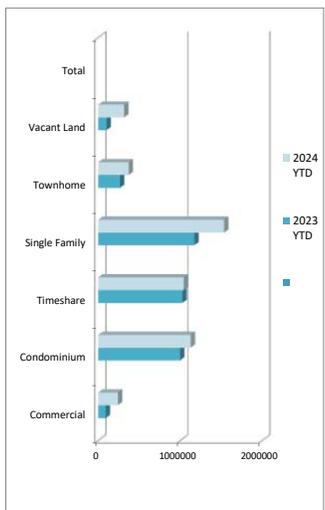
- Revenue August is ahead \$1.4M to budget and ahead \$1M to prior year.
- Single Family sales account for the majority of the sales (33.17%), with condominium sales in the second position of highest sales (24.32%) subject to the tax. Timeshare sales are ahead YTD by (1.79%).

Continuing Items of Note:

- 2024 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



Total RETT						
	2022	2023	2024	% change	2024 budget	+/- Budget
Jan	\$328,719	\$366,761	\$334,088	-8.91%	\$300,000	\$34,088
Feb	\$512,843	\$445,546	\$569,686	27.86%	\$400,000	\$169,686
Mar	\$551,693	\$431,380	\$495,625	14.89%	\$400,000	\$95,625
Apr	\$627,842	\$456,127	\$1,240,904	172.05%	\$425,000	\$815,904
May	\$851,657	\$478,584	\$540,842	13.01%	\$425,000	\$115,842
Jun	\$495,925	\$278,784	\$392,088	40.64%	\$275,000	\$117,088
Jul	\$765,641	\$617,133	\$539,835	-12.53%	\$450,000	\$89,835
Aug	\$484,573	\$574,378	\$515,499	-10.25%	\$550,000	-\$34,501
Sep	\$742,908	\$1,139,485	\$0	n/a	\$550,000	n/a
Oct	\$732,723	\$553,836	\$0	n/a	\$525,000	n/a
Nov	\$384,336	\$384,307	\$0	n/a	\$300,000	n/a
Dec	\$393,620	\$499,188	\$0	n/a	\$400,000	n/a
YTD	\$4,618,893	\$3,648,693	\$4,628,567	26.86%	\$5,000,000	\$1,403,567
Total	\$6,872,481	\$6,225,510	\$4,628,567		\$5,000,000	

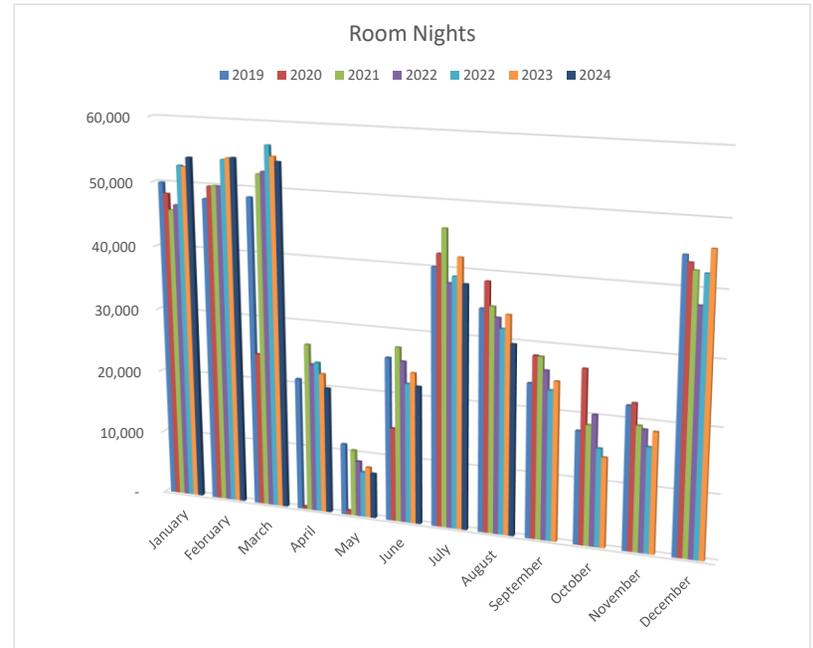


by Category					
Description	2023 YTD	2024 YTD	\$ change	% change	% of Total
Commercial	\$ 92,394	\$ 238,260	\$ 145,866	157.87%	5.15%
Condominium	\$ 996,418	\$ 1,125,870	\$ 129,452	12.99%	24.32%
Timeshare	\$ 1,024,670	\$ 1,042,995	\$ 18,325	1.79%	22.53%
Single Family	\$ 1,169,885	\$ 1,535,499	\$ 365,614	31.25%	33.17%
Townhome	\$ 266,078	\$ 370,677	\$ 104,600	39.31%	8.01%
Vacant Land	\$ 99,249	\$ 315,265	\$ 216,017	217.65%	6.81%
Total	\$ 3,648,693	\$ 4,628,567	\$ 979,874	26.86%	100.00%

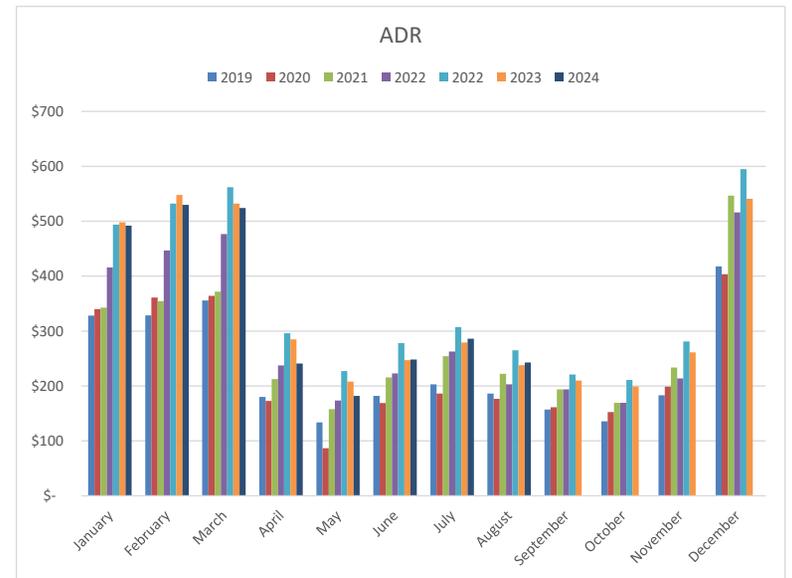
Breckenridge - Source DMX RAO

Occupied Room

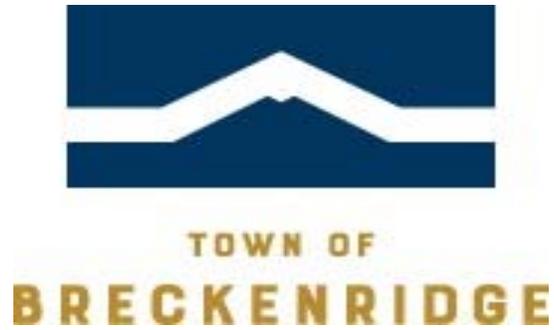
Nights	DMX	DMX	DMX	DMX	Key Data	Key Data	Key Data
	2019	2020	2021	2022	2022	2023	2024
January	49,948	48,246	45,733	46,576	52,702	52,550	54,010
February	47,850	49,813	49,935	49,887	53,997	54,277	54,372
March	48,554	24,202	52,139	52,571	56,570	54,906	54,173
April	20,895	350	26,485	23,454	23,804	22,080	19,883
May	11,274	637	10,474	8,763	7,152	7,999	7,078
June	25,696	14,696	27,425	25,328	21,948	23,690	21,660
July	40,131	42,162	45,960	37,893	38,934	41,839	37,922
August	34,515	38,623	34,953	33,341	31,745	33,922	29,580
September	23,973	28,205	28,132	26,125	23,217	24,641	
October	17,516	26,959	18,569	20,214	15,202	13,895	
November	22,132	22,574	19,304	18,795	16,252	18,613	
December	44,693	43,650	42,586	37,665	42,276	45,823	
Total	387,177	340,117	401,695	380,612	383,799	394,235	278,678



ADR	DMX	DMX	DMX	DMX	Key Data	Key Data	Key Data
	2019	2020	2021	2022	2022	2023	2024
January	\$ 328	\$ 340	\$ 343	\$ 416	\$ 494	\$ 498	\$ 492
February	\$ 329	\$ 361	\$ 355	\$ 447	\$ 532	\$ 548	\$ 530
March	\$ 356	\$ 364	\$ 372	\$ 477	\$ 562	\$ 532	\$ 524
April	\$ 180	\$ 173	\$ 213	\$ 237	\$ 296	\$ 285	\$ 241
May	\$ 134	\$ 87	\$ 158	\$ 173	\$ 227	\$ 208	\$ 182
June	\$ 182	\$ 169	\$ 216	\$ 223	\$ 278	\$ 247	\$ 248
July	\$ 203	\$ 186	\$ 254	\$ 263	\$ 307	\$ 279	\$ 286
August	\$ 186	\$ 177	\$ 222	\$ 203	\$ 265	\$ 238	\$ 243
September	\$ 157	\$ 161	\$ 194	\$ 194	\$ 221	\$ 210	
October	\$ 136	\$ 152	\$ 169	\$ 169	\$ 211	\$ 199	
November	\$ 183	\$ 199	\$ 234	\$ 214	\$ 281	\$ 261	
December	\$ 418	\$ 404	\$ 547	\$ 516	\$ 595	\$ 541	
Total	\$ 233	\$ 231	\$ 273	\$ 294	\$ 356	\$ 337	\$ 343



August 2024 - Key Data 51 properties, 3,253 units



August 31, 2024

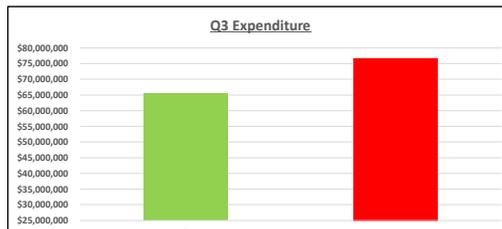
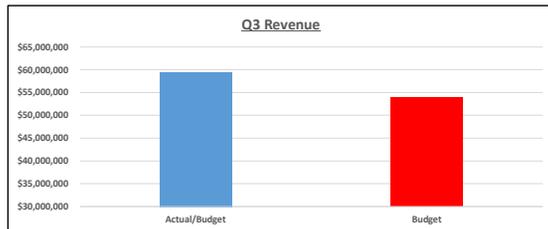
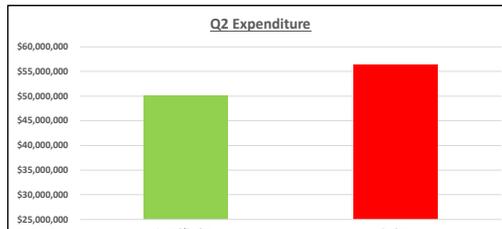
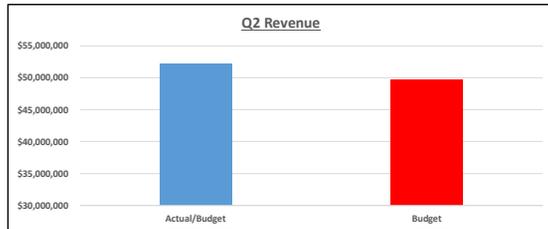
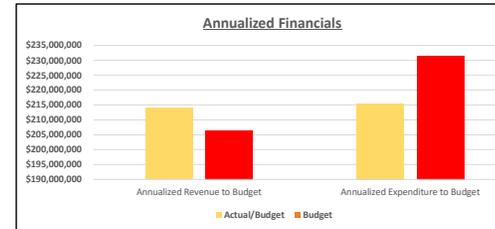
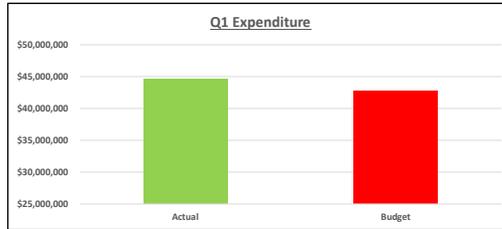
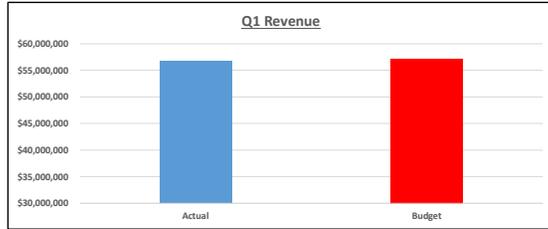
Financial Statement

Town of Breckenridge August 2024 Financial Review

Budget Year Ending: 12/31/2024

Current Month Ending: 8/31/2024

	Q1			Q2			Q3			Q4			FY2024		
	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance
Reg. Fund Balance															
Revenue	\$ 56,691,208	\$ 57,146,987	\$ (455,779)	\$ 52,116,844	\$ 49,701,207	\$ 2,415,637	\$ 59,420,088	\$ 53,833,527	\$ 5,586,561	\$ 45,738,615	\$ 45,738,615	\$ -	\$ 213,966,755	\$ 206,420,336	\$ 7,546,419
Expenditure	\$ (44,614,653)	\$ (42,731,604)	\$ (1,883,050)	\$ (50,092,537)	\$ (56,448,191)	\$ 6,355,655	\$ (65,297,874)	\$ (76,735,473)	\$ 11,437,599	\$ (55,516,026)	\$ (55,516,026)	\$ -	\$ (215,521,089)	\$ (231,431,294)	\$ 15,910,205
Net Income	\$ 12,076,554	\$ 14,415,383	\$ (2,338,829)	\$ 2,024,308	\$ (6,746,984)	\$ 8,771,292	\$ (5,877,785)	\$ (22,901,946)	\$ 17,024,161	\$ (9,777,411)	\$ (9,777,411)	\$ -	\$ (1,554,334)	\$ (25,010,958)	\$ 23,456,624
End. Fund Balance															



August YTD comments

Revenue

- CWCB/FEMA	\$	(2,497,873)	Reversal of accrued 2023 revenue (payment delayed but will be received)
- Investment income	\$	2,663,007	Favourable to budget
- REIT	\$	1,414,567	Kroger \$490K
- Stop Loss	\$	114,750	
- Taxes	\$	3,345,000	Budget phasing for sales tax and accommodation tax
- Taxes	\$	750,000	Budget phasing for lift ticket tax
- Transfer	\$	500,000	Transfer from Sustainability to Capital \$500K Temp E-Delivery structure
- Transfer	\$	280,000	Transfer from IT to Parking \$280K Parking meters
- Water Rent	\$	1,000,000	2024 Rate increase
	\$	<u>7,569,451</u>	

Expenditure

- Charges for Services	\$	(4,649,572)	Housing phasing for Comm Invest (Stables) \$2.4M, Buydowns \$495K, Housing Helps \$1.56M
- Charges for Services	\$	(246,000)	BTO phasing timing
- Charges for Services	\$	6,343,963	Phasing Timing
- Minor Capital	\$	15,186,000	Capital projects timing
- Personnel	\$	127,000	Vacancy and Non impacting annualized merit increase
- Debt Service	\$	596,000	Phasing Timing
- Grants	\$	(585,000)	Timing
- Transfer	\$	(500,000)	Transfer to Capital \$500K Temp E-Delivery structure
- Transfer	\$	(280,000)	Transfer from IT to Parking \$280K Parking meters
	\$	<u>15,992,391</u>	

**AUGUST
ALL FUNDS
REVENUE AND EXPENDITURE SUMMARY
INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES**

	BUDGET FY24	YTD			VARIANCE EXPLANATION
		ACTUAL FY24 YTD	BUDGET FY24 YTD	ACTUAL vs BUDGET FY24 YTD	
JND BALANCE, JANUARY 1, 2024	\$ 254,857,536	\$ 254,857,536	\$ 254,857,536		
REVENUE SUMMARY					
GENERAL GOVERNMENT (GF)	\$ 142,000	\$ 31,197	\$ 93,828	\$ (62,631)	
EXECUTIVE MANAGEMENT (GF)	\$ 1,416,230	\$ 1,012,603	\$ 959,720	\$ 52,883	
MISCELLANEOUS (GF)	\$ 25,816,447	\$ 19,084,618	\$ 18,807,510	\$ 277,108	PERSONAL PROPERTY TAX, INVESTMENT INCOME
FINANCE (GF)	\$ 12,000	\$ 13,957	\$ 12,000	\$ 1,957	
PUBLIC SAFETY (GF)	\$ 48,400	\$ 107,585	\$ 18,360	\$ 89,225	
COMMUNITY DEVELOPMENT (GF)	\$ 1,111,493	\$ 1,147,250	\$ 981,310	\$ 165,940	PERMIT & PLAN FEES
PUBLIC WORKS (GF)	\$ 823,923	\$ 745,783	\$ 656,053	\$ 89,730	
RECREATION (GF)	\$ 4,509,277	\$ 3,474,031	\$ 3,176,197	\$ 297,834	
UTILITY FUND	\$ 10,204,055	\$ 5,903,148	\$ 6,988,353	\$ (1,085,205)	
CAPITAL FUND	\$ 22,842,297	\$ 15,657,535	\$ 14,933,216	\$ 724,319	REVERSED ACCRUAL REVENUE BOOKED DEC 2023 TRANSFER FROM SUSTAINABILITY FUND E-DELIVERY STRUCTURE ACCOMMODATION TAX PHASING
MARKETING FUND	\$ 5,475,750	\$ 4,343,976	\$ 3,860,431	\$ 483,545	
GOLF COURSE FUND	\$ 4,374,604	\$ 4,250,665	\$ 3,891,100	\$ 359,565	
EXCISE TAX FUND	\$ 49,052,953	\$ 38,683,696	\$ 34,353,637	\$ 4,330,059	RETT & SALES TAX PHASING
HOUSING FUND	\$ 32,818,016	\$ 22,121,986	\$ 23,424,338	\$ (1,302,352)	SALES TAX PHASING SALES TAX PHASING
OPEN SPACE ACQUISITION FUND	\$ 4,017,339	\$ 3,888,951	\$ 2,759,842	\$ 1,129,109	
CONSERVATION TRUST FUND	\$ 55,437	\$ 33,512	\$ 27,788	\$ 5,724	
GARAGE SERVICES FUND	\$ 7,164,106	\$ 4,049,390	\$ 3,772,032	\$ 277,358	
INFORMATION TECHNOLOGY FUND	\$ 2,032,700	\$ 1,378,143	\$ 1,355,080	\$ 23,063	
FACILITIES MAINTENANCE FUND	\$ 1,233,184	\$ 1,266,253	\$ 836,131	\$ 430,122	
SPECIAL PROJECTS FUND	\$ 3,607,102	\$ 2,412,707	\$ 2,404,640	\$ 8,067	
MARIJUANA FUND	\$ 646,088	\$ 332,635	\$ 427,142	\$ (94,507)	
CEMETERY FUND	\$ 20,536	\$ 27,823	\$ 3,360	\$ 24,463	
CHILD CARE FUND	\$ 1,819,839	\$ 1,296,516	\$ 1,213,208	\$ 83,308	
PARKING & TRANSPORTATION FUND	\$ 11,605,228	\$ 10,278,476	\$ 9,243,368	\$ 1,035,108	LIFT TICKET, TRANSIT AND PARKING PROGRAM PHASING. TRANSFER FROM IT \$280K, PARKING METERS
HEALTH BENEFITS FUND	\$ 5,286,252	\$ 3,671,071	\$ 3,471,644	\$ 199,427	
SUSTAINABILITY FUND	\$ 3,028,552	\$ 2,105,465	\$ 1,956,560	\$ 148,905	
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,256,528	\$ 7,026,056	\$ 7,171,760	\$ (145,704)	ACCOM REGULATORY FEE
TOTAL REVENUES	\$ 206,420,336	\$ 154,345,027	\$ 146,798,608	\$ 7,546,419	
EXPENDITURES BY CATEGORY					
PERSONNEL	\$ 36,776,086	\$ 24,530,780	\$ 24,657,542	\$ 126,761	
MATERIALS & SUPPLIES	\$ 5,211,159	\$ 3,379,934	\$ 3,416,145	\$ 36,211	
CHARGES FOR SERVICES	\$ 43,018,073	\$ 27,813,966	\$ 29,262,357	\$ 1,448,391	
MINOR CAPITAL	\$ 52,494,061	\$ 24,096,619	\$ 39,582,597	\$ 15,485,978	
FIXED CHARGES	\$ 1,040,558	\$ 1,046,831	\$ 1,003,758	\$ (43,073)	
DEBT SERVICES	\$ 7,127,791	\$ 2,018,983	\$ 2,615,855	\$ 596,872	
GRANTS/CONTINGENCIES	\$ 4,059,629	\$ 3,661,463	\$ 3,075,492	\$ (585,971)	
ALLOCATION	\$ 7,819,516	\$ 5,213,011	\$ 5,212,792	\$ (219)	
TRANSFERS	\$ 73,884,421	\$ 51,629,634	\$ 50,474,888	\$ (1,154,746)	
TOTAL EXPENDITURES BY CATEGORY	\$ 231,431,294	\$ 143,391,221	\$ 159,301,426	\$ 15,910,205	
EXPENDITURES BY PROGRAM					
GENERAL GOVERNMENT (GF)	\$ 1,034,465	\$ 600,513	\$ 703,784	\$ 103,270	
EXECUTIVE MANAGEMENT (GF)	\$ 4,149,391	\$ 2,876,610	\$ 3,007,670	\$ 131,060	
MISCELLANEOUS (GF)	\$ 1,659,636	\$ 1,118,800	\$ 1,148,225	\$ 29,425	
FINANCE (GF)	\$ 1,400,423	\$ 959,873	\$ 931,874	\$ (27,999)	PROFESSIONAL SERVICES OVER BUDGET SALARY, OVERTIME OVER BUDGET
PUBLIC SAFETY (GF)	\$ 5,058,431	\$ 3,618,588	\$ 3,391,155	\$ (227,433)	
COMMUNITY DEVELOPMENT (GF)	\$ 2,226,747	\$ 1,433,520	\$ 1,515,256	\$ 81,736	
PUBLIC WORKS (GF)	\$ 11,039,917	\$ 6,881,766	\$ 7,723,163	\$ 841,397	
RECREATION (GF)	\$ 8,633,081	\$ 5,477,915	\$ 6,046,148	\$ 568,233	
UTILITY FUND	\$ 8,264,135	\$ 2,751,201	\$ 6,116,401	\$ 3,365,200	
CAPITAL FUND	\$ 30,967,107	\$ 10,892,523	\$ 25,869,072	\$ 14,976,549	BTO \$200K ADDITION
MARKETING FUND	\$ 5,701,184	\$ 4,003,601	\$ 3,813,460	\$ (190,141)	
GOLF COURSE FUND	\$ 3,936,347	\$ 2,333,487	\$ 2,254,193	\$ (79,294)	
EXCISE TAX FUND	\$ 61,983,795	\$ 42,255,005	\$ 42,222,844	\$ (32,161)	
HOUSING FUND	\$ 28,744,643	\$ 21,828,071	\$ 17,419,686	\$ (4,408,385)	COMM INVESTMENT, HOUSING HELPS, BUY BOWNS \$4.6M OVER BUDGET. R&M, ELECTRIC \$100K OVER BUDGET
OPEN SPACE ACQUISITION FUND	\$ 9,283,354	\$ 6,933,444	\$ 7,665,287	\$ 731,844	
CONSERVATION TRUST FUND	\$ 55,000	\$ 36,669	\$ 36,664	\$ (5)	
GARAGE SERVICES FUND	\$ 7,303,924	\$ 3,150,068	\$ 3,753,776	\$ 603,708	
INFORMATION TECHNOLOGY FUND	\$ 2,058,816	\$ 1,425,717	\$ 1,244,371	\$ (181,346)	TRANSFER TO P&T \$280K, PARKING METERS
FACILITIES MAINTENANCE FUND	\$ 1,018,466	\$ 603,663	\$ 262,928	\$ (340,735)	ICE RINK CHILLING PLANT BRECK HISTORY AND BRECK CREATES AHEAD OF SCHEDULE
SPECIAL PROJECTS FUND	\$ 3,668,209	\$ 3,477,890	\$ 2,823,656	\$ (654,234)	
MARIJUANA FUND	\$ 672,361	\$ 460,823	\$ 462,698	\$ 1,876	
CEMETERY FUND	\$ 28,600	\$ 13,098	\$ 25,000	\$ 11,902	
CHILD CARE FUND	\$ 1,645,848	\$ 715,919	\$ 1,275,442	\$ 559,523	
PARKING & TRANSPORTATION FUND	\$ 15,594,128	\$ 9,600,519	\$ 9,972,905	\$ 372,386	
HEALTH BENEFITS FUND	\$ 5,200,000	\$ 3,039,025	\$ 2,822,176	\$ (216,849)	
SUSTAINABILITY FUND	\$ 2,616,606	\$ 1,927,002	\$ 1,791,674	\$ (135,328)	VARIABLE/FIXED COSTS TRANSFER TO CAPITAL FUND E-DELIVERY STRUCTURE
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,486,679	\$ 4,975,912	\$ 5,001,918	\$ 26,006	
TOTAL EXPENDITURES BY PROGRAM	\$ 231,431,294	\$ 143,391,221	\$ 159,301,426	\$ 15,910,205	
REJECTED FUND BALANCE DECEMBER 31, 2024	\$ 229,846,577	\$ 265,811,342	\$ 242,354,718		
RESTRICTIONS	\$ 164,884,685	\$ 164,884,685	\$ 164,884,685		
NET FUND BALANCE	\$ 64,961,892	\$ 100,926,657	\$ 77,470,033	\$ 23,456,624	
FYE FTE	215.33		215.33	215.33	

SUMMIT COMBINED HOUSING AUTHORITY 2024

Corrie Burr, Executive Director





AGENDA

Brief History of SCHA & 5A

Fund Management

Role of SCHA

SCHA Goals 2024/2025

Current Property Resales / Lottery
& New Office

Covenant Information

SCHA Team & Questions





SCHA HISTORY & 5A FUND

Summit Combined Housing Authority (SCHA) was first established with an IGA between Summit County and the Town of Silverthorne. This was in 2002 and the purpose, still in the Amended IGA today is to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs...for families of low or moderate income...for employees located in Summit County. SCHA is a stand-alone, quasi-governmental entity run by a board of directors that consist of one member and an alternate from each jurisdiction.

The 5A ballot measure was approved by voters in 2006 which imposed a .125% housing tax on sales and a \$2/sq foot Development Impact Fee. The SCHA IGA was revised to include Breckenridge, Dillon, Frisco and Montezuma. This was a 10-year measure that was renewed in perpetuity in 2016. SCHA is funded operationally by retaining a percentage of the 5A funds.

TIMELINE

2002 – ORIGINAL IGA

The original IGA between SCG and Silverthorne to establish SCHA.



2006 – 1ST IGA AMENDMENT & 5A BALLOT

This 1st amendment added the Towns of Breckenridge, Dillon and Frisco to the IGA and the passing of 5A created a designated funding source of a .125 tax and a Development Impact Fee (10 years).

2007 – 2ND IGA AMENDMENT

The 2nd amendment to the IGA added Montezuma.



2016 – 3RD IGA AMENDMENT & 5A RENEWAL

The .125 tax and the Impact Fees are now in perpetuity, and a new Housing Sales tax, .6%, was created for 10 years. The IGA was amended and restated to add this Source of Revenue.

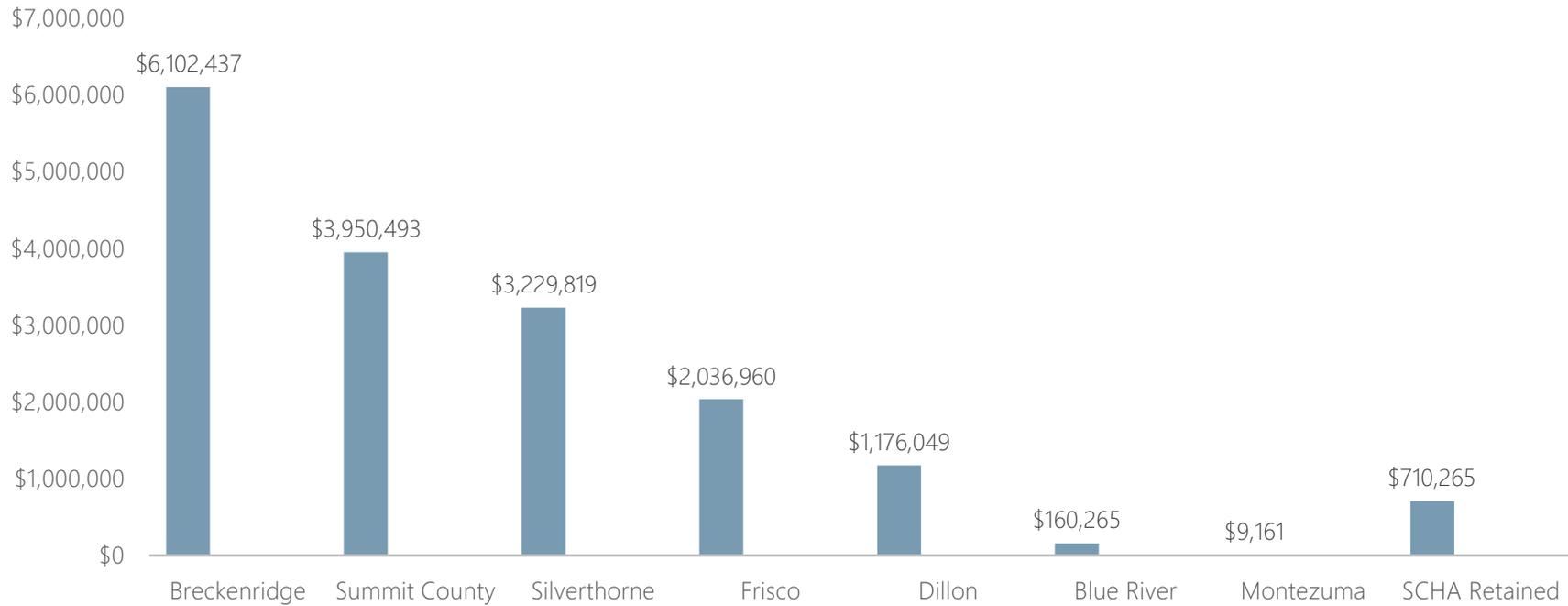


2021 – 5A RENEWAL

The 0.6 tax is renewed for another 20 years, through 2046.



FUND MANAGEMENT - 2023



2023 Total 5A Funds Collected = \$16,665,188

CURRENT AREAS OF FOCUS

Community Support for Deed Restricted Housing

Application Management – The SCHA manages all applications for deed restricted properties in Summit County, including lotteries associated with sales and resales.

Annual Deed Monitoring – This is done annually to ensure covenant compliance.

Resale Calculations – SCHA prepares and manages all resale calculations for appreciation-capped, deed restricted properties in Summit County. There are multiple calculations across the County.

Covenant Questions – We field multiple covenant and property questions from the community daily. With so many different covenants, it can be confusing for the community.

Down Payment Assistance – We have a down payment assistance program through the Summit Revolving Loan Fund which has recently been updated to include HOA assessments and maintenance on deed restricted properties with streamlined requirements. SCHA is currently servicing 30 loans.

County-wide housing needs assessment management as needed.



JURISDICTION SUPPORT

Annual Deed Monitoring

SCHA sends out an online annual monitoring form to all deed restricted property owners and manages the responses. This is moving to a new program which will allow for monitoring at annual purchase date for each owner and allow customization by covenant requirements instead of a one-form fits all approach. This will also give SCHA the ability to provide more oversight for the jurisdictions.

Application Management

SCHA manages buyer & rental applications for deed restricted purchases in Summit County. The current system for applications consists of having to fill out a new application with every housing opportunity. We have transitioned to a prescreen system where only the approved candidate(s) complete the full application. We are in the process of fully migrating to the new Homekeeper / Public House software.

Lottery Management

SCHA manages lottery applications, processing and preparation for home purchases and rentals requiring a lottery. This has been a cumbersome task over the years, so this process is currently being updated with a prescreen, simplified application to enter a lottery, using a 3rd party digital lottery vender and processing the “winners” with a full application.



PRIMARY GOALS

Board-Approved Goals – 2024 / 2025

PRIMARY GOALS

ONE-STOP HOUSING

Community-focused access to SCHA

Expand current education offering

Expand SRLF Program for current needs

Become a complete info center for all workforce housing in Summit County.

DATABASE SOFTWARE PROGRAM

Streamline the application process

Allow for a prescreen for lottery properties

High-level data on County-wide DR properties

Annual deed monitoring by covenant requirements

UNIVERSAL DEED RESTRICTION

Create universal language for future deed restrictions (template-based)

Provide assistance for developers creating deed restricted properties

Ease of understanding deed restrictions for the community

HOUSING TASK FORCE

Combine forces with housing staff from each jurisdiction to explore topics such as:

- Standard Lottery Process with rules & regulations / priority
- Sales Process for deed restricted properties (approval process)
- Standardized income calculations

OPERATIONS

Increase Town & County support from SCHA

Solidify staffing, roles and responsibilities

Renew HUD certification

Current housing grant opportunities

Advocate for housing in Summit County

5-year budget proforma for SCHA

CURRENT PROPERTY SALES / LOTTERY

Nellie's Neighborhood – 14 properties

- Received 427 Lottery Applications and Approved 390.
- Denials included duplications and not working in the area.
- 37 applicants indicated being approved for 3+ lotteries and not buying a property, 19 were accurate.
- Digital lottery was complete and posted on July 17th.
- Top 22 in lottery draw completed applications by August 19th.
- Real Estate team starting placement the week of August 26th.
- <https://www.mountainrealestateteam.com/nelliesneighborhood>



2024

Stables Village Phase 2A – 16 properties

- Received 268 Lottery Applications and Approved 254.
- Denials included duplications or ineligible applicants.
- Extra Priority Ticket for Upper Blue Basin Work (160 entries) and 10+ years living or working in Summit County (104 entries)
- Digital lottery was complete and posted on August 5th
- Top 25 in lottery draw completed applications by August 15th
- Real Estate team starting placement the week of August 26th.
- www.stablesvillage.com



Other Current Sales

- 3 Smith Ranch resales – require lottery with extra entries for those working or living previous 12 months in Silverthorne and within 10% of the target AMI. Income Capped
- 2 West Hills resales, priority for 20 days for those working full time in the Snake River Basin, lottery application currently open for one.
- Soda Creek Condo lottery resale
- Peak One Neighborhood resale – no lottery, priority for Ten Mile Basin employees.
- 3 Wellington / Lincoln Park resales – owner chooses buyer.
- 2-4 potential resales.

10

NEW OFFICE SPACE

The SCHA Board purchased 331 W. Main, Frisco in January 2024



Replaced flooring, painted and added a few walls



Our first Saturday Homebuyer Class in the new office



Before Photo



20

11

COVENANT CONTENT

Moving to a Universal Deed Restriction

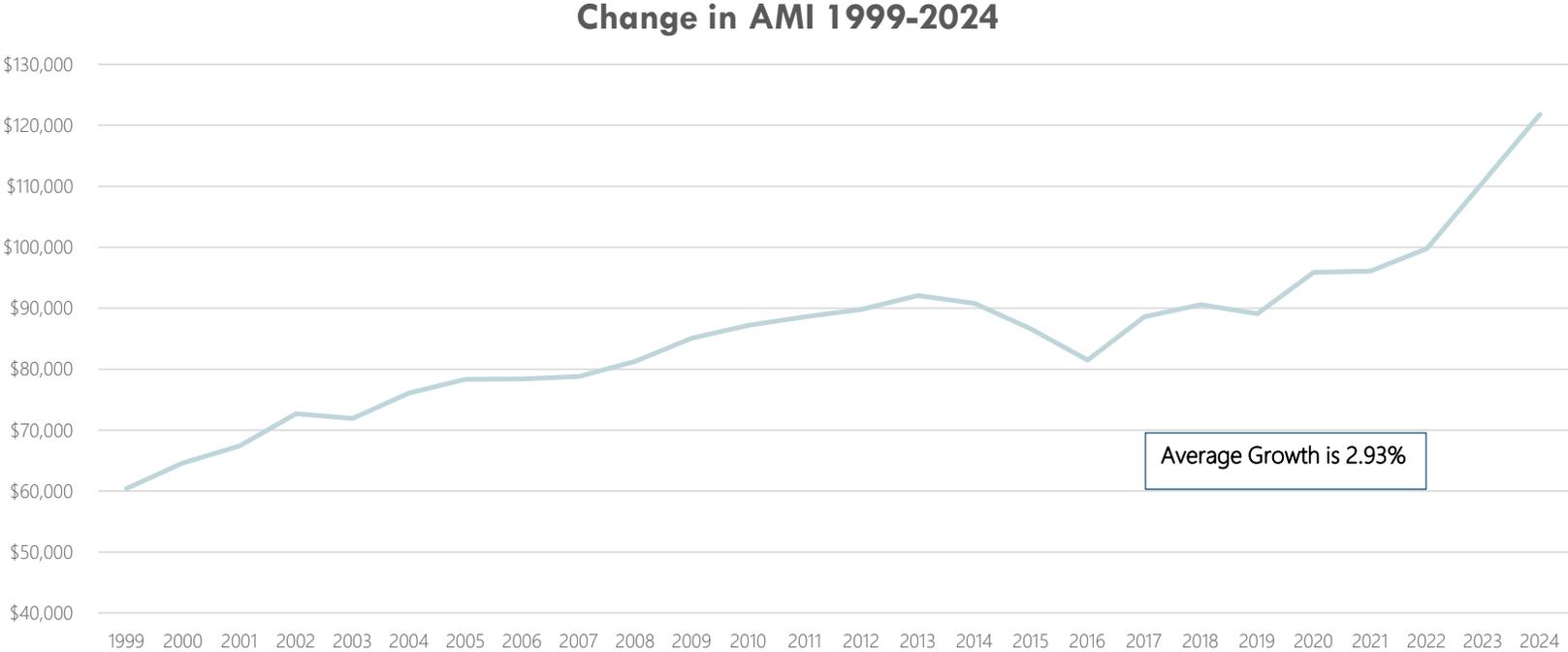
The deed restriction should always match the goal of the project.

SCHA is working with the Board and each jurisdiction to have Universal Deed Restriction parameters and verbiage.

Content to consider in a deed restriction includes:

- All covenants need to include workforce housing requirements working 30-hours / week for a business located in and serving Summit County.
- Annual Appreciation Cap
- Income Cap with AMI Buffer
- Asset Cap
- Primary Residency / Owner Occupancy
- Rental Allowance and parameters
- Initial and Resale Priority
- Resale Calculations (Cap Improvements, Maintenance & Lottery)
- Capital Improvement or Maintenance Threshold
- Retirement options
- Ability to own other property (SC, Colorado, anywhere)
- Real Estate Commission and Closing Cost allowance
- Linkage to Housing Guidelines that can be updated as needed

CHANGE IN AREA MEDIAN INCOME – 25 YEARS



OUR TEAM



VICKIE LEWIS
Assistant Director



JESSE SHOEMAKER
Housing Program
Manager



JAMES KENNELLY
Housing Specialist



SARAH BUTLER
Housing Specialist



DANIELLE SOLMON
Housing Specialist



CORRIE BURR
Executive Director



Questions





THANK YOU

Corrie Burr

corrieb@summithousing.us

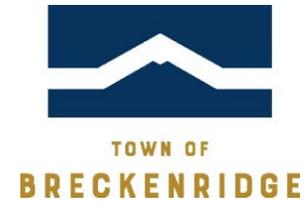
www.summithousing.us

970.668.4177



Memo

To: Breckenridge Town Council Members
From: Town Staff
Date: 9/18/2024 (for the 09/24/24 work session)
Subject: Blue River Pathways Master Plan



The Blue River Pathways project seeks to revitalize the Blue River corridor and downtown alleys between N. French Street and S. Park Avenue by improving safety, bicycle and pedestrian connectivity, placemaking and river health alongside providing strong community engagement on the project.

A master plan is currently being developed for the project. At the work session, Norris Design will discuss updated concepts for the south segment of the master plan between the Blue River Plaza and S. Park Avenue. The current draft master plan, first presented to the Council in February, can be accessed here: [Blue River Pathways Master Plan \(DRAFT\) Link](#) . The presentation with an updated south segment graphic are attached to this memo.

A site walk was conducted on July 17th with the Town Council, Norris Design, and Town staff reviewing the project area between the Blue River Plaza and S. Park Avenue. The main areas of focus for design resulting from the site walk included bicycle and pedestrian connectivity, safety, way finding, placemaking, and screening for private parking areas. Based on the direction and feedback received, an updated concept sketch has been created for Council review and feedback.

The updated concept includes the following:

- enhanced north/south bicycle connectivity with a widened multi-use pathway
- relocation of the 10th Mountain Division Statue to increase sight lines and safety of both pedestrians and cyclists
- a formalized east/west pedestrian trail between the existing pedestrian bridge and F-Lot parking
- increased ADA accessibility to the Riverwalk Center from the Tiger Dredge lot
- suggested locations for wayfinding and public art
- an alternate route for the recreation path is shown on the west side of the Tiger Dredge Lot that could accommodate future expansion or changes to the Riverwalk Center

Staff and Norris Design will be present at the work session to facilitate a discussion on the updated concept sketch for the south segment.

Breck Blue River Pathways: Master Plan Update



Master Plan Goals

Community Goals:

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

Project Goals:

- Safety:
Reducing pedestrian, bike, and vehicular conflicts
- Connectivity:
Having a way for bikes to get all the way through Town
- Environment:
Improve the health of the river, materials management, and reducing pollution
- Placemaking:
Enhancing the pedestrian experience along the river
- Community Engagement:
Understanding all stakeholder needs

Why have a Master Plan?

1. Council Directed our team to create a Master Plan for Breckenridge Pathways in August 2023.

2. Master Plan documents help lay out multiphase projects to ensure goals of the project are met at every step. They are used to illustrate concepts and inform future design projects. Concepts are not set in stone and many details will change as design progresses, they are a tool to show that the goals are achievable and ways they could be implemented.

3. Most if not all grant applications require an approved planning document that has had public input as part of the project.

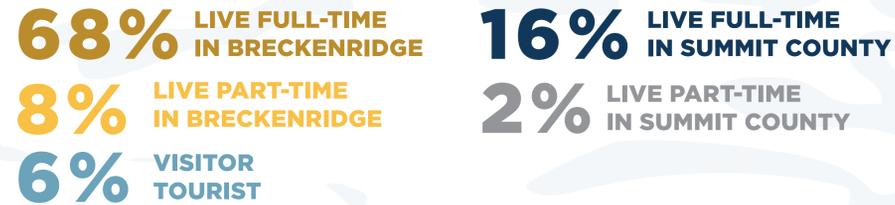
4. Master Plans create guidance for future decision making.



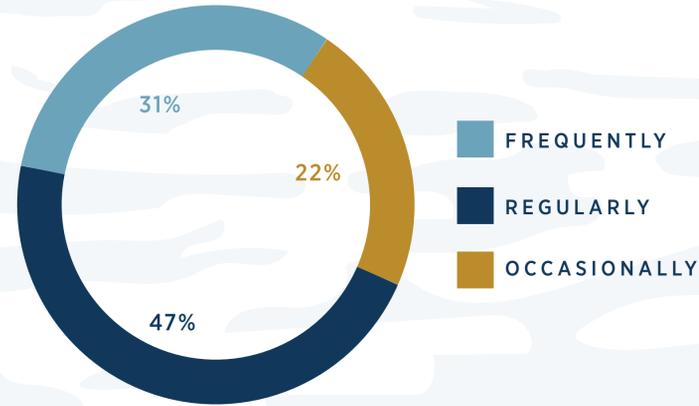
BLUE RIVER PATHWAYS

COMMUNITY OUTREACH RESULTS

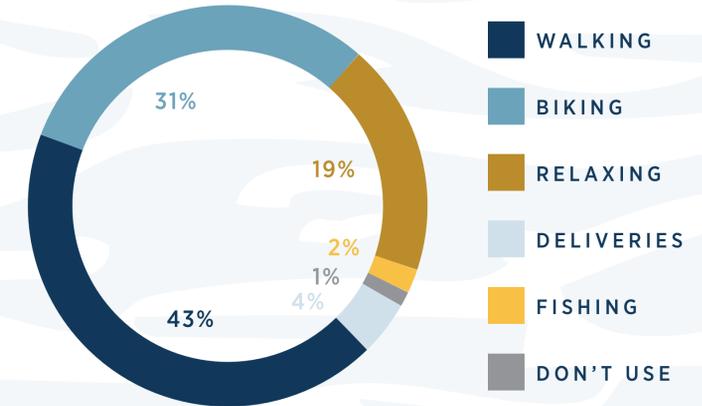
PARTICIPANT LOCALITY



PATHWAYS FREQUENCY



PATHWAYS UTILIZATION



SURVEY: PATHWAY PRIORITIES



OUTREACH EVENT: TOP MAP THEMES



HOW DO YOU USE THE PATHWAYS?



STAKEHOLDER: PATHWAY PRIORITIES



STAKEHOLDER: TOP THEMES



SURVEY: NEEDS IMPROVEMENT



152 ONLINE SURVEY RESPONSES

9 STAKEHOLDER MEETINGS

1 OUTREACH EVENT

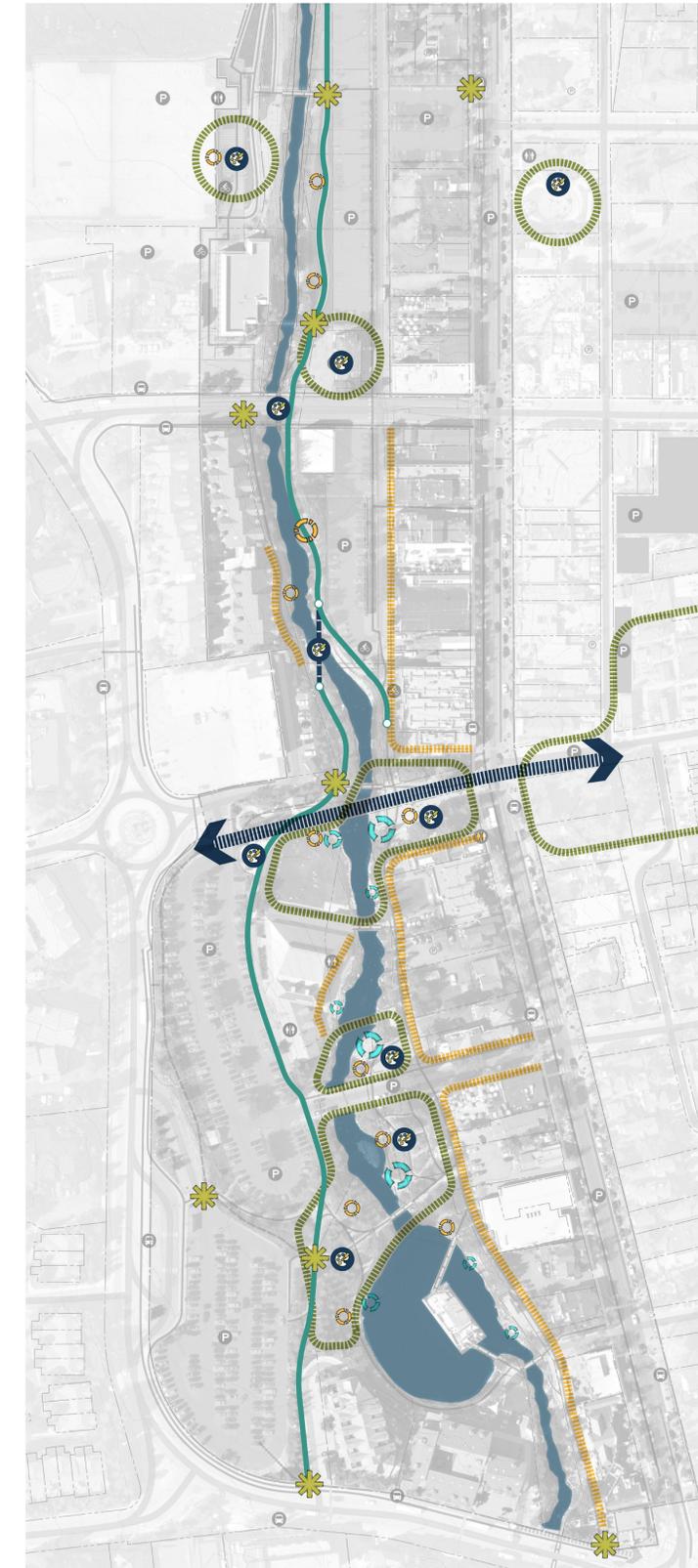
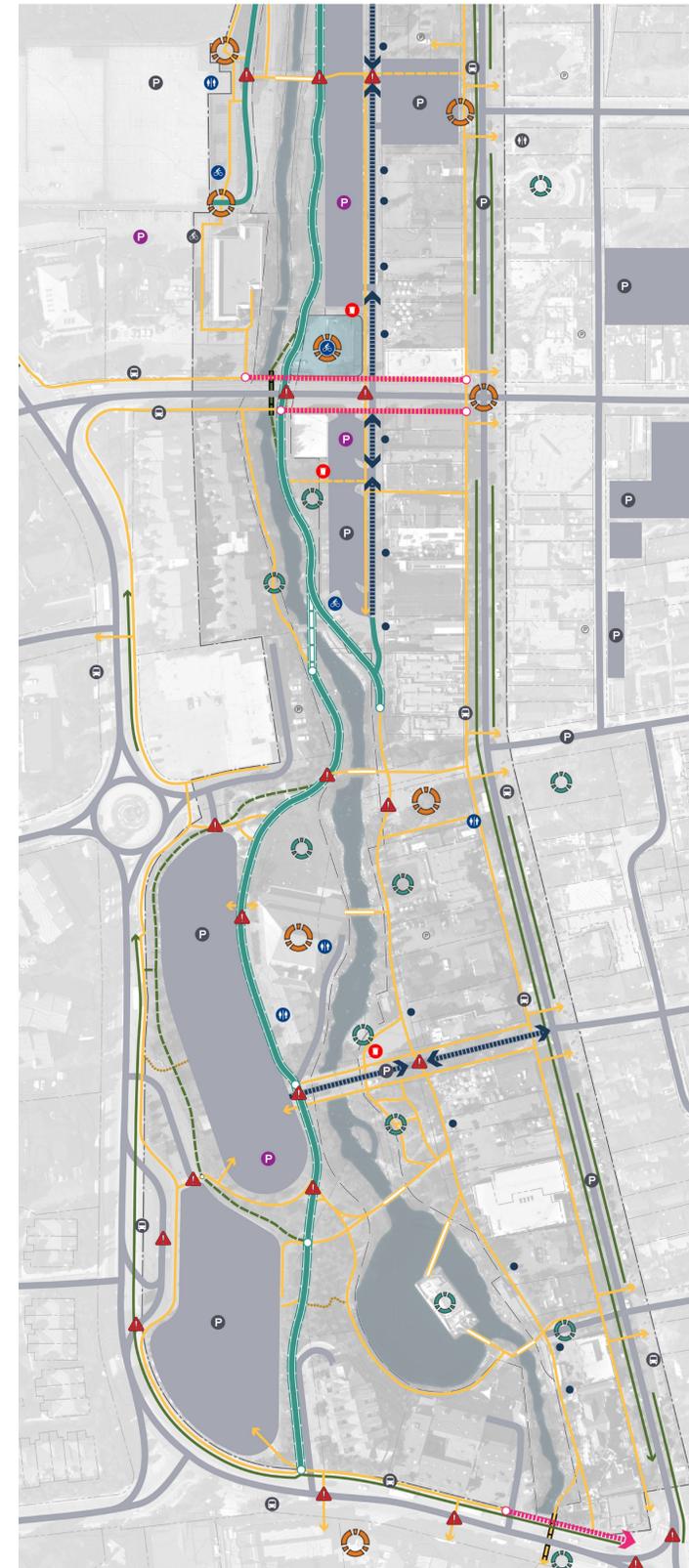
LIVING LAB IMPROVEMENTS

83% NOTICED & THINK WE'RE ON THE RIGHT TRACK!



What we have accomplished:

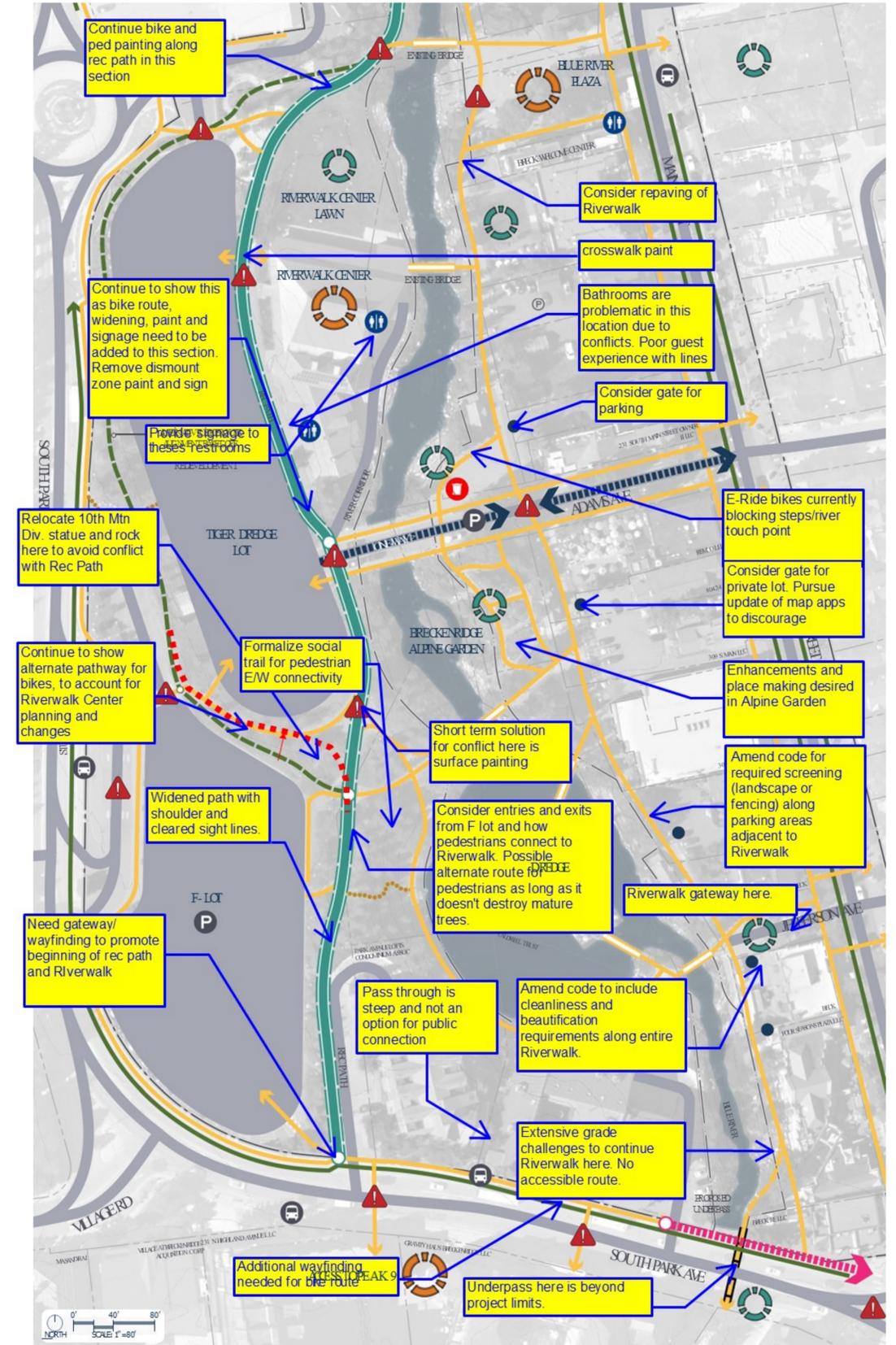
- **Community Outreach**
 - Online Survey
 - Stakeholder Interviews
 - Community Outreach Event
- **Draft Master Plan**
 - Received Feedback from Council and embarked on conceptual design phase
- **Ice House Alley Segment Conceptual Design**
 - First Concept
 - Received Feedback from Council
 - Final Concept
- **Gold Pan Alley Segment Conceptual Design**
 - Town Council Site Walk
 - First Four Concepts
 - Received Feedback from Council
 - Final Phased Concept (Today!)
- **Today! South Segment Conceptual Design**
 - Site Walk (completed)
 - Conceptual Design (reviewing today)
- **Next Up North Segment (French Street)**
 - Site Walk
 - Conceptual Design



What we heard:

South Segment (Rec Path)

- Need wayfinding and vertical indicators/gateways for pedestrian crossing at S. Park Ave and to identify the start of the Rec Path
- Widen west pathway to accommodate both pedestrians and bikes.
- Relocate 10th Mountain Division statue and rock to avoid sight line conflict with Rec Path
 - Short term solution: Surface Painting
- Consider entries and exits from F Lot.
- Show bike path continuing on West side of Riverwalk Center but continue to also show alternate route.
- Remove public access to Riverwalk Center bathrooms on West side and add wayfinding to bathrooms on East side.



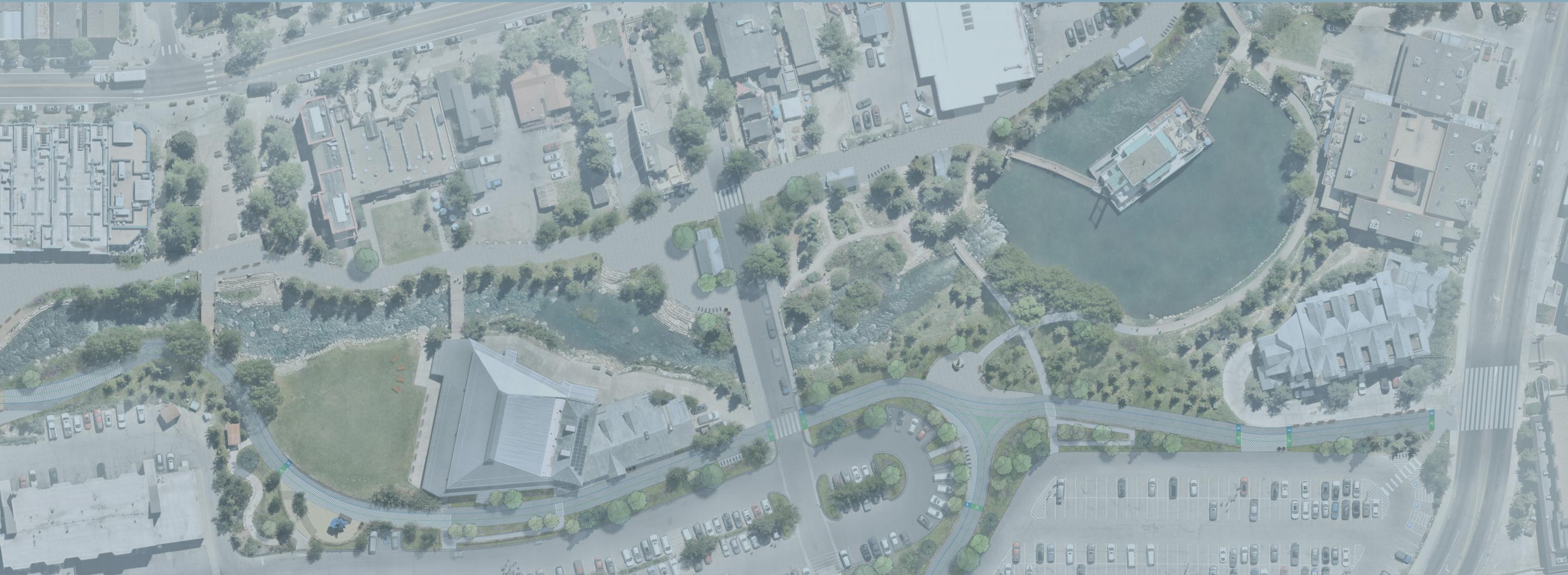
What we heard:

South Segment (Riverwalk)

- Repaving of Riverwalk for consistency and beautification
- Consider gate access for businesses accessing off of the Riverwalk.
- Suggest required screening (landscape and/or fencing) along Riverwalk at all parking areas.
- Placemaking/enhancements desired at Alpine Garden
- Suggest required cleanliness and beautification requirements along Riverwalk.



South Segment Concept Updates



LEGEND

- MMC MATERIALS MANAGEMENT CENTER
- * PROPOSED PUBLIC ART LOCATION
- + PROPOSED WAYFINDING SIGNAGE

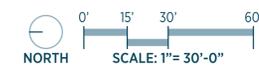
- SCREENING/FENCING
- RESTRICT ACCESS OR CLOSE
- ACCESS UPON REDEVELOPMENT
- GATEWAY
- ALTERNATE BIKE ROUTE
- PUBLIC RESTROOMS



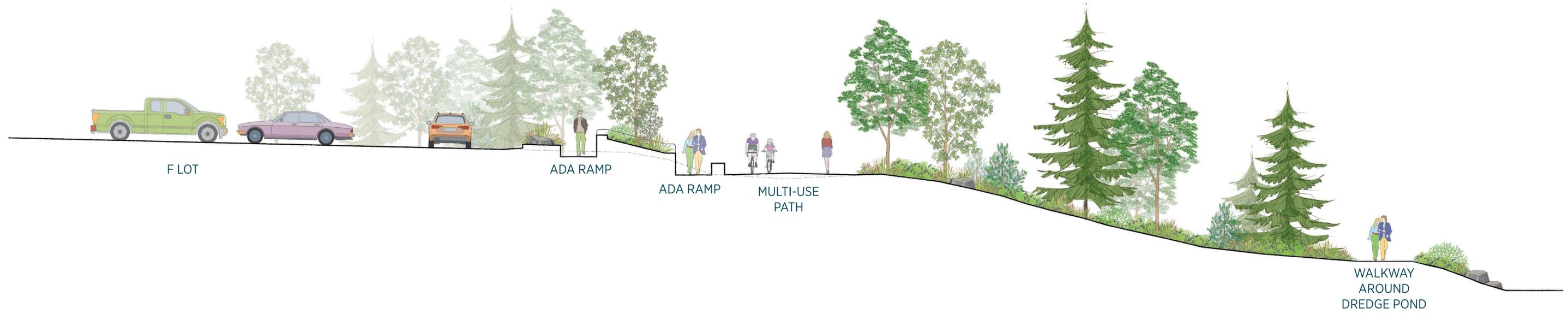
TIGER DREDGE LOT CURRENT TOTAL SPACES: 180 (LOSS OF 35)

BRECKENRIDGE BLUE RIVER PATHWAYS | SOUTH SEGMENT - CONCEPT PLAN

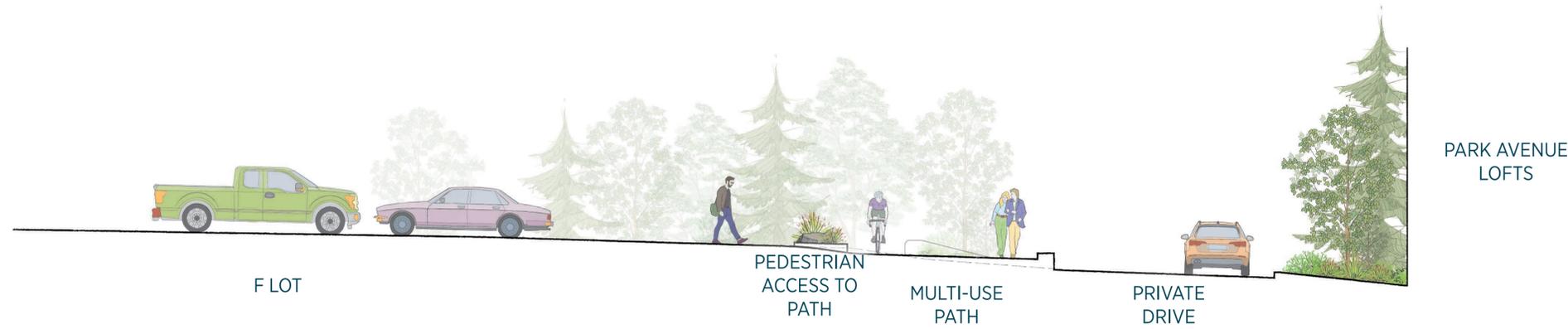
SEPTEMBER 2024



SECTION A



SECTION B



Next Steps:

1. North Segment Site Walk
2. North Segment Concepts



THANK YOU!

Memo

To: Town Council
From: Duke Barlow, Open Space & Trails Manager
Date: September 17, 2024, for the meeting of September 24, 2024
Subject: Laurium Open Space Parking

Background

Winter use parking for the Laurium Open Space has become a public safety concern due to its steep grade (14%) and increasing popularity. The Laurium Trailhead is on property jointly owned by the Town and Summit County, on Summit County Road 528 (SCR 528), and is designated as a Midcountry management zone in the 2023 Open Space and Trails Master Plan. The current parking area can accommodate 15 cars and has been observed to reach capacity only on occasional mid-winter weekend days.

Town and Summit County OST Staff began exploring alternative parking options in Spring 2023. The following outlines some of the issues and options considered:

- Redesigning the existing parking location by leveling the grades proved impractical due to the dirtwork required, resulting dropoff, and the problematic location of a nearby electrical box.
- Two inside-the-gate parking options, the first with the capacity for twenty spaces, the second a condensed version with fifteen spaces, were dismissed due to concerns of encroachment on Open Space, specifically the Laurium meadow.
- A parking area uphill (southwest) of the gate with parking on both sides of SCR 528 has been rejected due to objections from Summit County Road and Bridge and Sheriff's Office relating to narrowing of the road corridor and additional equipment required for winter plowing.
- A roadside parking lot, 15-space capacity, on the west side of SCR 528 and uphill (southwest) of the gate, was favored over a similar option on the east side of road due to ease of plowing and more sun exposure. The initial cost estimate for construction of this lot is \$231,265.00, which includes a 15% contingency.
- A third inside-the-gate option was also vetted which shifted the parking area south, away from the Laurium meadow and historical remains of the Laurium Mill. The cost estimate for this iteration is \$177,963, but concerns remain over wetlands proximity, snow plowing, and the steep driveway (12%) required to access the parking lot.

At their September 16, 2024 meeting, BOSAC recommended construction of the 15-space parking lot, on the west side of SCR 528. Construction of a short, new access trail accessing the Laurium meadow across the road from the proposed new parking area, on the east side of SCR 528, was also recommended, as well as the potential to shift the official trailhead and kiosk to this location in the future. An additional consideration was to pursue alternative sources for the project's required imported dirt- such as from a concurrent TOB or Summit County building project- as a cost-saving measure. OSAC also recommended construction of this new roadside parking lot during their August 6, 2024 meeting.

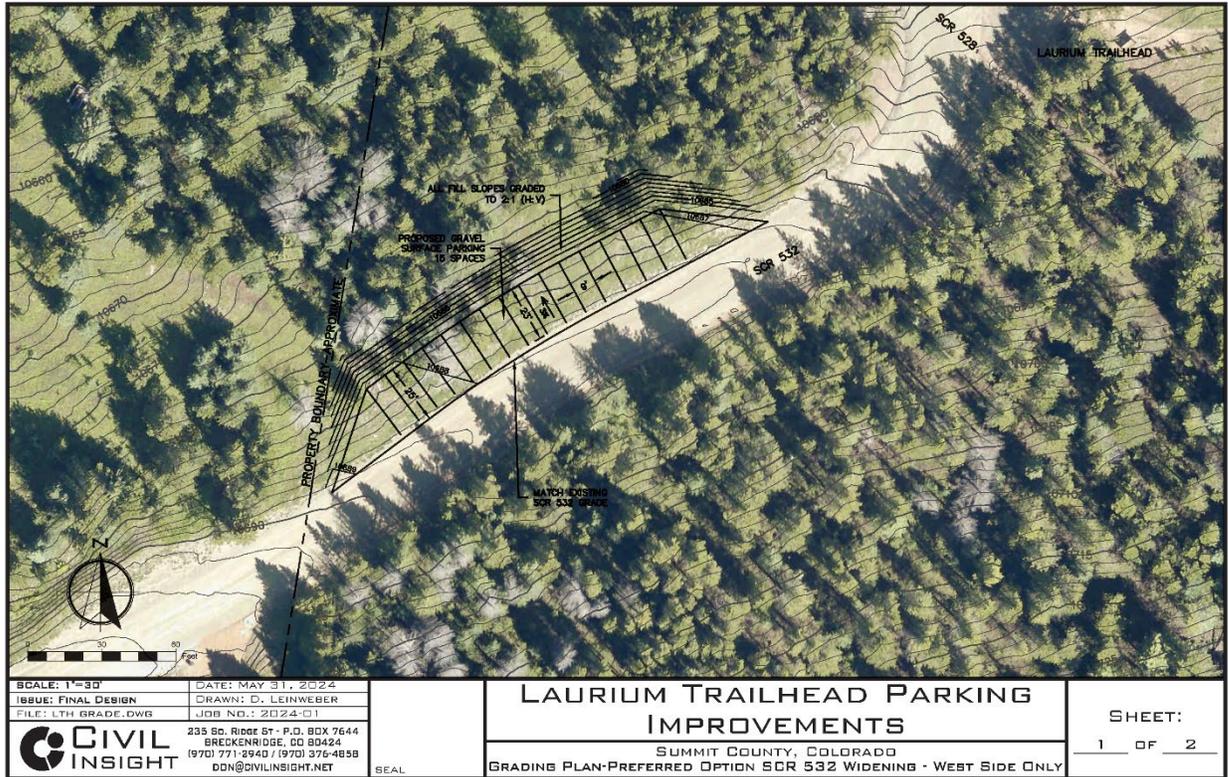
Recommendation

Staff believes that constructing the 15-space roadside parking lot, on the west side of SCR 528, is the best option for preserving public access to the Laurium Open Space. As part of this project, the existing parking area would be decommissioned, thereby amounting to zero net gain of parking spaces. Open Space and Trails staff recommends procuring final engineering plans for this roadside Laurium parking area and committing to construction in 2025 as a joint project with Summit County Open Space.

Council Action

Council input is requested on the following:

- Does the Council agree with the recommended relocation of the Laurium parking area to the west side of County Road 528?
- Does Council have any additional suggestions regarding the Laurium Open Space parking?





Laurium Trailhead
 Design Revision 1 September 9, 2024
 Engineer's Estimate of Probable Construction Costs September 9, 2024

Civil Insight, LLC
 235 South Ridge Street, Unit 2-A
 PO Box 7644 – Breckenridge, CO – 80424

Item No.	Description	Units	Preferred Option - Widening West Side Only			Laurium Trailhead Parking Lot		
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	\$20,000	\$20,000	1	\$20,000	\$20,000
2	Traffic Control	DAY	10	\$2,000	\$20,000	-	\$2,000	\$0
3	Surveying	LS	1	\$5,000	\$5,000	1	\$5,000	\$5,000
4	Geotechnical Testing	LS	1	\$2,500	\$2,500	1	\$2,500	\$2,500
5	Tree Removal	EACH	20	\$1,000	\$20,000	30	\$1,000	\$30,000
6	Clear and Grub 6' Depth w/haul and removal from site	SY	1,000	\$10	\$10,000	1,200	\$10	\$12,000
7	Relocate Trailhead Sign	EACH	-	\$1,500	\$0	1	\$1,500	\$1,500
8	Subgrade Preparation	SY	1,000	\$15	\$15,000	1,000	\$15	\$15,000
9	Excavation to Embankment	CY	50	\$30	\$1,500	-	\$30	\$0
10	Excavation to Export	CY	-	\$50	\$0	700	\$50	\$35,000
11	Import to Embankment	CY	1,100	\$75	\$82,500	-	\$75	\$0
12	Aggregate Base Course Class 6 (6' Depth)	TON	180	\$75	\$13,500	260	\$75	\$19,500
13	Revegetated Drainage Ditch (8-FT wide x 2-FT deep)	LF	300	\$5	\$1,500	130	\$5	\$650
14	Install Culvert	EACH	-	\$4,000	\$0	1	\$4,000	\$4,000
15	Topsoil Placement (4' Depth)	CY	40	\$90	\$3,600	40	\$90	\$3,600
16	Revegetation	SF	3,000	\$1	\$3,000	3,000	\$1	\$3,000
17	Erosion Control	LS	1	\$3,000	\$3,000	1	\$3,000	\$3,000
SUBTOTAL					\$201,100	\$154,750		
CONTINGENCY 15%					\$30,165	\$23,213		
TOTAL WITH CONTINGENCY					\$231,265	\$177,963		

Memo

To: Town Council
From: Julia Puester, AICP, Assistant Community Development Director
Date: September 16, 2024 (for meeting of September 24, 2024)
Subject: Employee Generation-Mitigation Percentage

Summary

The Town has been working to address the gap of attainable workforce housing in the community through multiple programs including: constructing housing, engaging in public/private partnerships, developing a market buy down program, offering a Lease to Locals program, and providing Housing Helps funding. In addition to these programs, the Town’s Development Code also contains policies to assist in a multi-pronged approach to creating workforce housing. In 2020, the Town adopted an employee generation policy requiring all new development to mitigate a percentage of the employees that are generated by the new development, or by an increase of intensity of use over the existing use (i.e. retail to restaurant use). The amount of employees generated can be found in an “Employee Generation by Type of Use” table within the policy. An update to the table to reflect Breckenridge-specific employee numbers resulting from a recent nexus study is currently being considered for first reading by the Town Council.

Staff has separated out additional topics related to the employee generation policy for more in-depth discussions and seeks direction from Council at this work session on the mitigation percentage.

Mitigation Percentage

Currently, the Town’s required employee mitigation is 35% of the employees generated. In other words, of the number of employees generated, the Town currently requires that developers provide housing for 35% of those employees. This mitigation percentage varies widely among jurisdictions that require employee mitigation. Staff has provided the table below for comparable jurisdictions.

Jurisdiction	Mitigation Percentage
Vail	20%
Crested Butte	20% (under Council discussion)
Summit County	20%
Breckenridge	35%
Mountain Village	40%
Telluride	40%
Aspen	65%

The current 35% mitigation requirement is a comfortable middle ground amongst communities with similar policies. There has been discussion on whether the 35% mitigation rate is the appropriate amount for the employee generation offset. To the extent that new uses create demand for new employees, the remaining percentage (65%) must be made up by other Housing programs. A higher mitigation rate, similar to those required in Aspen, would result in more workforce housing being provided to offset the housing demands created by the new use. One potential reference could be the Town’s Workforce Housing 5 Year Blueprint (2022) which establishes a goal of 47% of employees working in the Upper Blue Basin be filled by employees who live in the basin. However, the percentage of mitigation is a policy

decision dependent on the Council's guidance and does not need to be tied to the 47%, or modified at all.

Alternatively, in considering a change to the mitigation requirement, staff is aware that the cost of opening a high intensity use business such as a restaurant is difficult due, in part, to fees. The fees required to open a business or change the intensity of a use in an existing space also can include additional water plant investment fees (PIF) and/or parking fees if located within the Conservation District. There is a balance to strike in maintaining a vibrant downtown with thriving small businesses and fulfilling community needs such as workforce housing. An example of such costs is attached as an Addendum.

Recommendation

Staff seeks direction from Town Council if a change to the existing 35% employee mitigation rate should be considered.

Next Steps

Staff plans to return at a future work session to discuss 1) a small business exemption, 2) applicant ability to challenge the employee generation requirement for a specific business and 3) the fee-in-lieu application.

Attachments

Addendum A

ADDENDUM A

Mitigation Rate and Other Potential Fees

Type of Use	Employee Generation Rate	Mitigation Rate	Employees Required to Be Mitigated/Requirement	Parking Fee (In Conservation District only)	Water Plant Investment Fee (PIF)
Fast Food/Counter Service 500 sq. ft.	3.26	35%	0.57 (\$56,707 fee in lieu <1 employee)	\$47,552	\$16,376
Fast Food/Counter Service 500 sq. ft.	3.26	50%	0.82 (\$81,011 fee in lieu <1 employee)	\$47,552	\$16,376
Sit Down/Table Service < 25% outdoor space 500 sq. ft.	8.34	35%	1.45 (508 sq. ft. housing to be provided)	\$47,552	\$16,376
Sit Down/Table Service < 25% outdoor space 500 sq. ft.	8.34	50%	2.05 (729 sq. ft. housing to be provided)	\$47,552	\$16,376
Hospitality 100 rooms/divisible units	0.23	35%	8.05 (2,818 sq. ft. housing to be provided)	100 spaces (outside of District)	\$655,052
Hospitality 100 rooms/divisible units	0.23	50%	11.5 (4,025 sq. ft. housing to be provided)	100 spaces (outside of District)	\$655,052