



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, September 24, 2024, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/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. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - SEPTEMBER 10, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 21, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS*
 - 2. *COUNCIL BILL NO. 22, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES*

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 23, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING POLICY 24A SOCIAL COMMUNITY REGARDING EMPLOYEE GENERATION*
- B. RESOLUTIONS, SERIES 2024

1. *RESOLUTION NO. 17, SERIES 2024 - A RESOLUTION APPROVING THE EMPLOYMENT OF KEELY A. AMBROSE AS THE TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE*
2. *RESOLUTION NO. 18, SERIES 2024 - A RESOLUTION APPROVING THE APPOINTMENT OF KARL HANLON AS THE INTERIM TOWN ATTORNEY OF THE TOWN OF BRECKENRIDGE*
- C. OTHER
 1. *MOTION TO ADOPT OUTSIDE COUNSEL RATES*

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

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

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR SEPTEMBER, OCTOBER, AND NOVEMBER

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of September 10, 2024, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Carol Saade, Todd Rankin, Carol Saade, Dick Carleton and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – August 27, 2024

With no changes or corrections to the meeting minutes of August 27, 2024, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Haynes stated there were no changes to the agenda. The agenda was approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.

With no comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE SKI RESORT UPDATE

Jon Copeland, COO of Breckenridge Ski Resort, presented a recap of the summer operations, including seeing the highest numbers in many years. He further stated the transition to winter is beginning. He stated the community days were popular, as well as partnerships with local businesses for scenic lift rides. Copeland stated they will look to expand partnerships and community offerings in the future. He stated this year all of the facilities in the Peak 8 area went plastic-free and this winter all F&B outlets will be plastic-free. Copeland stated snowmaking operations will begin in October and Wake Up Breck will be November 7th. He stated the resort will be promoting local events and will bring back the pond skim next spring. He stated hiring pacing is going well, and critical summer projects are wrapping up now. He also stated the priorities will remain community, guests and operations. Copeland stated the Peak 9 project is the next big project they are working on, including a new gondola, new kids learning area and an upgraded C Chair. Council Member Saade asked Copeland about J-1 Visa employees and support systems for them. Copeland stated the resort is reducing the number of Visa employees again this year, is pre-allocating housing for them, and will be hosting welcome events and partnering returning J-1s with new J-1s. Council Member Gerard asked about the number of day visitors compared to overnight visitors and Copeland stated the resort is seeing more of a day visitor crowd, with some shift in ski school program bookings. Council Member Gerard thanked the resort for its support of the plastic free initiatives.

V) HISPANIC HERITAGE MONTH PROCLAMATION

Mayor Owens read the proclamation into record.

VI) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 20, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL

Mayor Owens read the title into the minutes. Ellie Muncy, Planner I, stated there were no changes to this ordinance from first reading.

Council Member Rankin moved to approve COUNCIL BILL NO. 20, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL. Council Member Beckerman seconded the motion. Mayor Owens thanked Muncy for her work on this development agreement as a win for the Town, and Council Member Gerard thanked the applicant for being receptive to the Town's changes.

The motion passed 7-0.

VII) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2024

- 1) **COUNCIL BILL NO. 21, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS**
Mayor Owens read the title into the minutes. Pam Ness, Accounting Manager, stated this ordinance would change the water late fee to a \$15 flat fee in order to simplify billing and ensure fairness.

Council Member Rankin moved to approve COUNCIL BILL NO. 21, SERIES 2024 - A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING LATE FEES FOR DELINQUENT ACCOUNTS. Council Member Saade seconded the motion.

The motion passed 7-0.

- 2) **COUNCIL BILL NO. 22, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES**
Mayor Owens read the title into the minutes. Chris Kulick, Planning Manager, stated this ordinance would prohibit Natural Medicine Healing Centers in the downtown overlay district with the exception of co-location with existing healthcare facilities.

Council Member Rankin moved to approve COUNCIL BILL NO. 22, SERIES 2024 - A BILL FOR AN ORDINANCE ADOPTING LAND USE REGULATIONS FOR NATURAL MEDICINE BUSINESSES. Council Member Gerard seconded the motion.

The motion passed 7-0.

- 3) **RESOLUTIONS, SERIES 2024**

C) OTHER

- 1) **AUTOMATED METERING INFRASTRUCTURE (AMI) WATER METERING SYSTEM UPGRADE PROJECT - PUBLIC HEARING ONLY**

James Phelps stated this is a project presentation and public hearing for a water metering system upgrade that is required as part of the project. He further stated Carl Hurst attended the meeting as a project representative. Hurst stated that his job was to put the project together and help secure funding, and this is a public hearing for the final approval for funding with the state. Hurst stated he will hire the contractors and make sure everything is in place for the project, there will be no cost for the town, and this will be funded out of the existing project budget. Phelps added the meters that are being replaced are about 20 years old and this time we will have customers set up times online for scheduling to replace the meters.

- 2) **MOTION TO ADOPT TOWN MISSION STATEMENT**

Flor Cruz, Bilingual Community Outreach and Engagement Liaison, stated this proposed mission statement would replace the word "citizen" with "community" in the current mission statement.

Council Member Rankin moved to adopt the Town Mission Statement as presented. Council Member Carleton seconded the motion.

The motion passed 7-0.

VIII) PLANNING MATTERS

- A) **PLANNING COMMISSION DECISIONS**

Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

IX) REPORT OF TOWN MANAGER AND STAFF

Reports of Town Manager and Staff were presented during the afternoon work session.

X) REPORT OF MAYOR AND COUNCIL MEMBERS

Reports of Mayor and Council Members were presented during the afternoon work session.

- A. **CAST/MMC**

- B. **BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION**

- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. CML ADVISORY BOARD UPDATE
- G. SOCIAL EQUITY ADVISORY COMMISSION
- H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

XI) OTHER MATTERS

Other matters were presented during the afternoon work session.

Mayor Owens reminded Council members to try to attend upcoming events and be prepared to represent Council at those events. She also stated the next Coffee Talk will be September 20th at the Breckenridge Film Festival.

XII) SCHEDULED MEETINGS

- A) SCHEDULED MEETINGS FOR SEPTEMBER, OCTOBER AND NOVEMBER

XIII) ADJOURNMENT

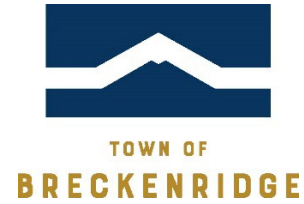
With no further business to discuss, the meeting adjourned at 7:24 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor

DRAFT



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.

1 COUNCIL BILL NO. 21

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE AMENDING CHAPTER 6 IMPOSING**
6 **LATE FEES FOR DELINQUENT ACCOUNTS.**

7
8 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
9 **TOWN OF BRECKENRIDGE, COLORADO:**
10

11 **Section 1.** That section 12-6-2 is hereby amended to delete the language
12 stricken and add the language underlined to read as follows:
13 ~~A delinquency charge of one and one-half percent (1 1/2%) per month~~ The department
14 of finance shall impose the following fees for delinquent accounts commencing on the
15 due date:

- 16
17 1. Delinquent Accounts: \$15.00
18 2. Mailed Shut off letter: \$10.00
19 3. Door Hangers: \$20.00
20 4. Shut off and turn on: \$160.00
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22
23

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

26 **Section 3.** This ordinance shall be effective as provided in Section 5.9 of the
27 municipal charter.
28
29

30 INTRODUCED, READ ON SECOND READING, APPROVED AND ORDERED
31 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
32 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
33 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
34 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.

7

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

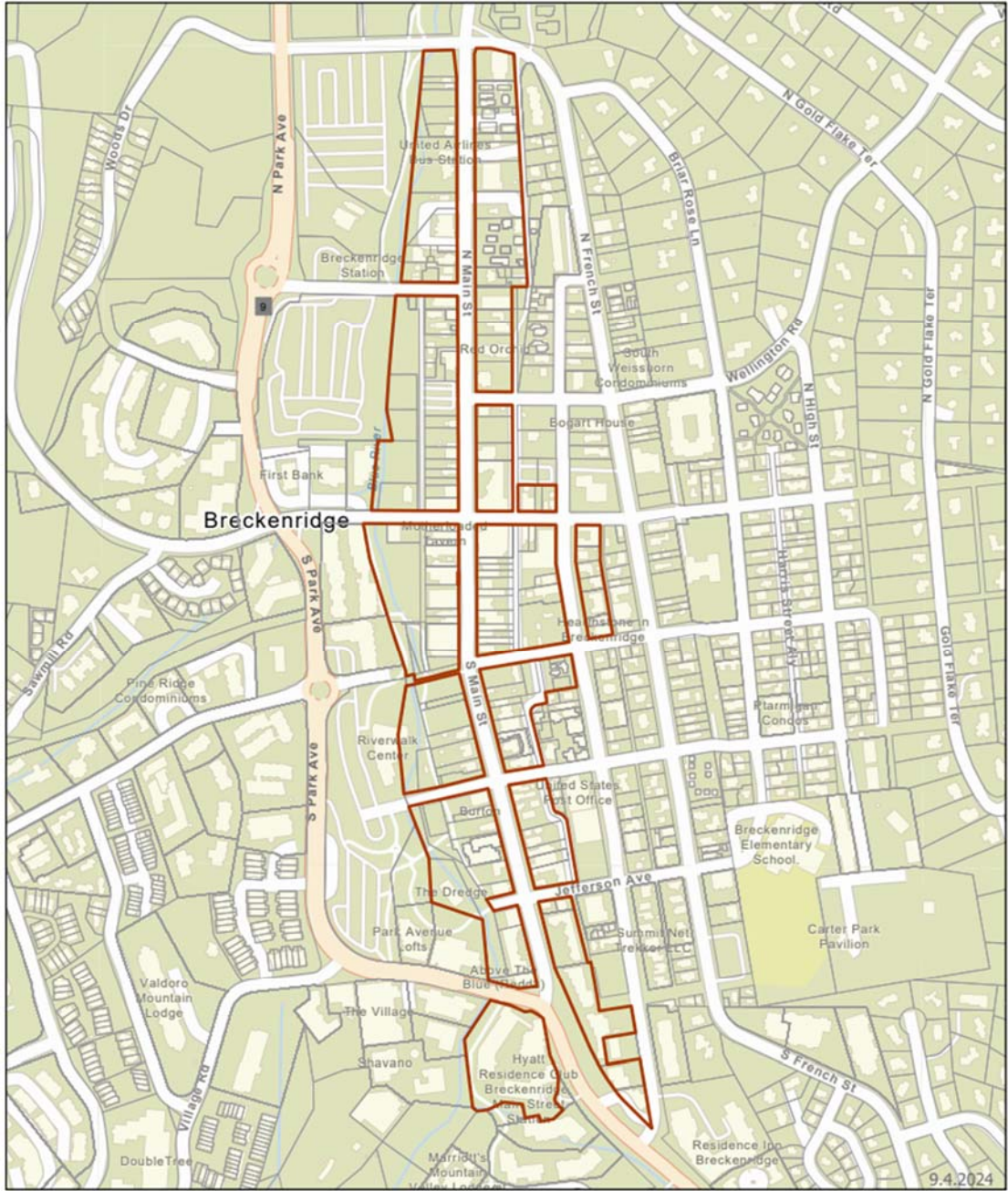
11 by the following zoning and distances restrictions:

- 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.

7
8 TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation

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13 By: _____
14 Kelly Owens, Mayor

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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

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31 iii. Divisible Unit

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33 iv. Hotel/Lodging/Inn

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

36
37 vi. Timeshare Interests ~~Unit~~

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39 vii. ~~Townhomes~~

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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 Kelly 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 Kelly 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.

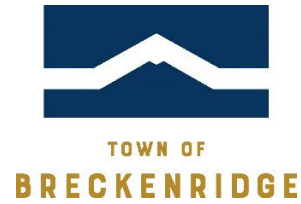
Referral fees are prohibited.

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

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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

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



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

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

Date	Meeting	Location	Time
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September 2024

Sept. 19th - Sept. 22nd	Film Festival	Theaters around Town	All Day
September 20th	Meet up with the Mayor	Eclipse Theater	4:00pm - 5:00pm
Tuesday, Sept. 24th, 2024	Second Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm

October 2024

Tuesday, October 8th	Town Council Budget Retreat	Council Chambers	Noon - 3:00pm
Tuesday, Oct. 8th, 2024	First Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Tues. Oct. 15th - 17th, 2024	MT2030 and CAST	Jackson Hole	All Day
Oct. 18th - Oct. 20th	Dia De Los Muertos	Arts District	All Day
Tuesday, Oct. 22nd, 2024	Second Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm

November 2024

Tuesday, Nov. 12th, 2024	First Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Tuesday, Nov. 26th, 2024	Second Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm

Other Meetings

September 24th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
September 26th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
	Breck Create	South Branch Library	3:30pm
October 1st, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
October 2nd, 2024	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	11:30am
	Childcare Advisory Committee	Town Hall	3:00pm
October 8th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
October 10th, 2024	Upper Blue Sanitation District	Administrative Office	5:30pm
October 15th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
October 21st, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
October 22nd, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
October 24th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
November 5th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

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

Date	Meeting	Location	Time
November 6th, 2024	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
November 7th, 2024	QQ - Quality and Quantity - Water District	Hybrid	10:00am
November 12th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
November 13th, 2024	Breckenridge History	Town Hall	Noon
November 14th, 2024	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
November 18th, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
November 19th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
December 5th, 2024	NWCCOG Board Meeting	Silverthorne Office	10:00am
December 19th, 2024	Breck Create	South Branch Library	3:30pm
TBD	Tourism Overlay District Advisory Committee Meeting		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am