



**TOWN OF  
BRECKENRIDGE**

**Town Council Regular Meeting**  
Tuesday, August 27, 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/83997302161> (Telephone: 1-719-359-4580; Webinar ID: 839 9730 2161).

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 - AUGUST 13, 2024

**III. APPROVAL OF AGENDA**

**IV. COMMUNICATIONS TO COUNCIL**

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

**V. CONTINUED BUSINESS**

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024

**VI. NEW BUSINESS**

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
  - 1. *COUNCIL BILL NO. 20, SERIES 2024 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL*
- B. RESOLUTIONS, SERIES 2024
- C. OTHER

**VII. PLANNING MATTERS**

- A. PLANNING COMMISSION DECISIONS

**VIII. REPORT OF TOWN MANAGER AND STAFF**

**IX. REPORT OF MAYOR AND COUNCIL MEMBERS**

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

**X. OTHER MATTERS**

**XI. SCHEDULED MEETINGS**

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

**XII. ADJOURNMENT**

**D) CALL TO ORDER, ROLL CALL**

Mayor Owens called the meeting of August 13, 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 – July 23, 2024**

With no changes or corrections to the meeting minutes of July 23, 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.

**V) CONTINUED BUSINESS**

**A) SECOND READING OF COUNCIL BILLS, SERIES 2024**

**VI) NEW BUSINESS**

**A) FIRST READING OF COUNCIL BILLS, SERIES 2024**

**B) RESOLUTIONS, SERIES 2024**

**1) RESOLUTION NO. 14, SERIES 2024 - A RESOLUTION APPROVING A FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG SUMMIT COUNTY, COLORADO AND THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA, SILVERTHORNE, AND KEYSTONE, COLORADO**

Mayor Owens read the title into the minutes. Town Manager Shannon Haynes stated this resolution would add the Town of Keystone to the Summit County Housing Authority IGA and change the amounts the other municipalities contribute.

Council Member Rankin moved to approve RESOLUTION NO. 14, SERIES 2024 - A RESOLUTION APPROVING A FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG SUMMIT COUNTY, COLORADO AND THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA, SILVERTHORNE, AND KEYSTONE, COLORADO.

Council Member Beckerman seconded the motion.

The motion passed 7-0.

**2) RESOLUTION NO. 15, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE AND THE TOWN OF BLUE RIVER**

Mayor Owens read the title into the minutes. Duke Barlow, Open Space Manager, stated this resolution would approve an IGA with the Town of Blue River and Summit County for the purpose of securing legal public access to a section of the Blue River Trail. He also stated it would allow the Town to partner with these entities in the future for open space management.

Council Member Rankin moved to approve RESOLUTION NO. 15, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE AND THE TOWN OF BLUE RIVER. Council Member Saade seconded the motion.

The motion passed 7-0.

- 3) RESOLUTION NO. 16, SERIES 2024 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT (For the Stables Village Workforce Housing Project)  
Mayor Owens read the title into the minutes. Mark Truckey, Community Development Director, stated this resolution would transfer density from the F-Lot to the Stables Village workforce housing project. He further stated this resolution should be approved in the form handed out at the afternoon work session.

Council Member Rankin moved to approve RESOLUTION NO. 16, SERIES 2024 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT (For the Stables Village Workforce Housing Project). Council Member Carleton seconded the motion.

The motion passed 7-0.

- C) OTHER  
1) BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION APPOINTMENT  
Mayor Owens stated the Council would conduct a paper ballot vote to appoint one new member to the open seat on BOSAC.

Mayor Owens asked Council if they would like to speak on behalf of their decisions. Council Member Page encouraged the new member to reach out to better understand how people in different areas and of different backgrounds use trails and open spaces. Mayor Owens stated she would like people to understand that there are certain needs on the committee right now and even if the Council didn't select someone as an applicant today there may be a space for them on the commission in the future.

A vote was taken and Town Manager Shannon Haynes announced the results of the vote. Matt Powers received 4 votes and Kelly Ahern received 3 votes. Matt Powers was appointed to the open seat on BOSAC.

**VII) PLANNING MATTERS**

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

Council Member Carleton asked staff to clarify if the master plan is different from the development agreement as approved by the Commission. Mark Truckey clarified that there were no changes to the master plan based on this agreement.

**VIII) REPORT OF TOWN MANAGER AND STAFF**

Town Manager Haynes stated rain sensors will be installed at Larkspur apartments, there will be a Mayor Meet-Up at Carter Park with a bilingual hike next week, and several members of Council will be in Durango next week for the CAST meeting.

**IX) REPORT OF MAYOR AND COUNCIL MEMBERS**

- A. CAST/MMC  
Town Manager Haynes stated MMC is looking at a ballot issue for 2026. Also, the Silverthorne power grid is connected to the Front Range, they were having outages related to that and will be working with Xcel to try to maintain power in the future. She further stated the managers talked about instituting a fire ban, but they decided to wait and now the County is in a better place with additional rain. She stated Keystone is going to have a ballot question to de-Bruce, and also a 2% tax question on the ballot. She stated the County is meeting with DOLA to try to get them to understand our housing needs assessment.
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION  
Council Member Beckerman stated there was a great turnout at the trail project this weekend.
- C. BRECKENRIDGE TOURISM OFFICE  
Council Member Carleton stated they had a clean audit and had some discussions about goals that will be discussed at the next Council meeting. He also stated summer lodging nights are down and getting worse, but sales tax and restaurants are up and that's not the goal. He stated day visitors bring more traffic and other challenges.

Council Member Carleton stated they reviewed the CAST sentiment survey presentation and noted that Breckenridge Ski Resort is reporting strong numbers this summer. He also stated the BTO continues to look at AI use in the travel industry.

**D. BRECKENRIDGE HISTORY**

No update.

**E. BRECKENRIDGE CREATIVE ARTS**

Council Member Gerard stated Breck Create would be working on a high-level approach for branding and goals.

**F. CML ADVISORY BOARD UPDATE**

No update.

**G. SOCIAL EQUITY ADVISORY COMMISSION**

No update.

**H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE**

No update.

**X) OTHER MATTERS**

Council Member Carleton stated he attended the Backstage Theatre Gala and the Town was presented with the Community Partner Award. He further stated the Backstage has a strong board and good fundraising, and he supports them and feels like they should get more notice.

Council Member Rankin stated he would like to involve the BOSAC applicants to convene a citizen group for pedestrian needs.

Mayor Owens stated the summer daycamp programs at the Rec Center have been amazing and have served many kids in our community. Council Member Carleton agreed.

Council Member Rankin stated staff at the Ice Arena were able to get the ice resurfacers functional after they broke recently.

**XI) SCHEDULED MEETINGS**

A) SCHEDULED MEETINGS FOR AUGUST, SEPTEMBER AND OCTOBER

**XII) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 7:25 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

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Helen Cospolich, CMC, Town Clerk

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Kelly Owens, Mayor



# Memo

**To:** Town Council  
**From:** Ellie Muncy, Planner I  
**Date:** 8/22/2024, for the meeting of August 27, 2024  
**Subject:** First reading of an Ordinance establishing a Development Agreement with Craig Campbell for conversion of Copper Baron Condo Unit 2 from commercial use to employee housing

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Craig Campbell, owner of the 1043 sq. ft. Copper Baron Condo Unit 2 located at 217 S. Ridge Street Alley, has applied for a Development Agreement regarding converting the unit from commercial use to employee housing. This proposal was brought before Town Council on July 23<sup>rd</sup> and again on August 13<sup>th</sup> where, after the addition of an Area Median Income (AMI) rental restriction, the Council was supportive of moving forward with the development agreement. There have been no changes since the August 13<sup>th</sup> work session.

## Development Code Compliance

**Density (Policy 3/A & 3/R):** The proposed conversion would increase the building's residential density to 1,938 sq. ft., which exceeds the density of 912 sq. ft. recommended by the LUGs by 1026 sq. ft., or 53%. The 1,026 sq. ft. of additional density would need to be transferred to the site using Transferable Development Rights (TDRs). However, the property is located within the Historic District, and Development Code section 9-1-17-12 prohibits additional density from being transferred into the Historic District. As noted above, although the residential density allocation would change on the property, no new square footage is being constructed and the proposal is to convert existing commercial space to residential space for workforce housing. Therefore, the proposed Development Agreement would exempt the project from the density transfer restriction within the Historic District and, as proposed, the Town would transfer the 1,026 sq ft of residential density to the site to accommodate the conversion.

**Parking:** There would not be an increase in the parking space requirement with the proposed conversion because the parking requirement for residential use is less than the requirement for commercial use per sq. ft.

## Proposal

The following items are requested of the Town by the applicant:

1. Exempt the project from compliance with Development Code section 9-1-17-12 which prohibits density transfer into the Historic District,
2. Town to transfer 1026 sq. ft. (0.86 SFEs) of density to the property (\$228,173.85 value), and
3. Waiver of the following fees, totaling approximately \$9,000. These estimates are provided using rates for the year 2024 and are subject to increase annually.

- Planning Division fees:
  - Development Agreement application fee (\$7,140), and
  - Class C Minor Development Permit application fee (\$2,105).

The following items are proposed by the applicant as public benefits:

1. The applicant proposes to record a Restrictive Covenant and Agreement for the unit, restricting the occupancy of the unit to Employee Housing, with a 110% Area Median Income (AMI) rental restriction, including utilities. Employee Housing is defined by the Development Code as *“A dwelling unit the occupancy of which is restricted to a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the property, earns his or her living by working for a business located in and serving in Summit County, Colorado, an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any. All employee housing units shall be a minimum of three hundred fifty (350) square feet of density in size and shall each have a living area containing at a minimum: a kitchen sink; cooking appliance and refrigeration facilities, each having a clear working space; sleeping accommodations; a closet with a door; and a bathroom with a door, sink, toilet, and a bathtub or shower. Each employee housing unit shall have its own entrance. There shall be no interior access from any employee housing unit to any dwelling unit to which it is attached.”* It should be noted that this restrictive covenant also allows for owner occupancy, provided the occupant meets the employment requirement, but in the event it is rented, then the rental cap is triggered.
2. The applicant has agreed that the 110% AMI rental restriction will include monthly HOA fees, which include utility costs.

#### **Staff Analysis**

Staff supports the proposed terms of the Development Agreement with the 110% AMI rental restriction, finding that the Town core is an ideal location for employee housing. During the previous work session Council also suggested that an appreciation cap might be considered. The rules and regulations as adopted do suggest appreciation caps, but only for the full deed restrictions that require owner occupancy, but not necessarily properties that allow for rental. Staff finds an appreciation cap may not be beneficial as it could reduce the desirability to do similar conversions and the rental cap will control resale price to some degree. Although staff does not want to set a precedent of transferring density into the Historic District, this project will not result in any new constructed floor area. There is also previous precedent for this type of Development Agreement proposal with the other conversion completed in Adams Ridge Condos.

#### **Staff Recommendation**

Staff recommends the Town Council approve the first reading of an Ordinance establishing a Development Agreement with Craig Campbell for conversion of Copper Baron Condo Unit 2 from commercial use to employee housing.

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CRAIG CAMPBELL.**

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

**Section 1. Findings.** The Town Council of the Town of Breckenridge finds and determines as follows:

A. Owner is the owner of a condominium unit located at 217 S Ridge St., Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at Reception No. 416201, Summit County, Colorado ("Property").

B. Owner intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.

C. The Town's Community Development Department has determined the proposed change of use would increase the density of the Property by 0.86 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town's Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.

D. Owner has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Owner has requested that the Town thereafter transfer density to the Property.

E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.

F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town's Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.

G. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Owner has proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.



1 H. The Town has received a completed application and all required submittals for a  
2 Development Agreement, had a preliminary discussion of the application and the term of this  
3 proposed Development Agreement, and determined that it should commence proceedings for the  
4 approval of this Development Agreement. In accordance with the procedures set forth in  
5 Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this  
6 Agreement by non-emergency ordinance.  
7

8 **Section 2. Approval of Development Agreement.** The Development Agreement  
9 between the Town and Craig Campbell is attached to this Ordinance as **Exhibit 1**, Development  
10 Agreement with attachments A- Restrictive Covenant and Agreement and B – Density Sunset  
11 Covenant, is approved, and the Town Manager is authorized, empowered, and directed to  
12 execute such agreement for and on behalf of the Town of Breckenridge.  
13

14 **Section 3. Notice of Approval.** The Development Agreement shall contain a notice in  
15 the form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in  
16 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be  
17 published by the Town Clerk one time in a newspaper of general circulation in the Town within  
18 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of  
19 Section 24-68-103, C.R.S.  
20

21 **Section 4. Police Power Finding.** The Town Council finds, determines, and declares  
22 that this ordinance is necessary and proper to provide for the safety, preserve the health,  
23 promote the prosperity, and improve the order, comfort, and convenience of the Town of  
24 Breckenridge and the inhabitants thereof.  
25

26 **Section 5. Authority.** The Town Council finds, determines, and declares that it has the  
27 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by  
28 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town  
29 Charter.  
30

31 **Section 6. Effective Date.** This ordinance shall be published and become effective as  
32 provided by Section 5.9 of the Breckenridge Town Charter.  
33

34 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
35 PUBLISHED IN FULL this 27th day of August, 2024. A Public Hearing shall be held at the regular  
36 meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of \_\_\_\_,  
37 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.  
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TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Helen Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Kelly Owens, Mayor

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the "Town"), and Craig Campbell (the "Owner").

### Recitals

- A. Owner is the owner of a condominium unit located at 217 S Ridge St., Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at Reception No. 416201, Summit County, Colorado ("Property").
- B. Owner intends to submit a Development Permit application to the Town proposing to change the approved use of the Property from commercial office use to residential condominium use.
- C. The Town's Community Development Department has determined the proposed change of use would increase the density of the Property by 0.86 SFEs in excess of what is recommended by the Land Use District Guidelines. The excess density warrants negative points under Breckenridge Town Code section 9-1-19-3R and necessitates a transfer of density to the Property. The Property is located within the Town's Historic District. Section 9-1-17-12:A of the Breckenridge Town Code prohibits the transfer of density to the Historic District.
- D. Owner has requested Town approval for exemptions from Breckenridge Town Code Section 9-1-19-3R regarding excess density and Section 9-1-17-12 regarding transfer of density into the Historic District. Owner has requested that the Town thereafter transfer density to the Property.
- E. The Town finds no new square footage is proposed to be constructed in the Historic District to accomplish the change of use.
- F. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the authority to enter into a Development Agreement. Further, there is no process in the Town's Development Code for approval of a transfer of density to the Historic District. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density from one lot or parcel within the Town to another lot or parcel within the Town may be approved by the Town Council only in connection with the approval of a Development Agreement and, therefore, a Development Agreement provides a means for such an approval and transfer.
- G. As the commitment encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Owner has proposed recording a Restrictive Covenant and Agreement on the Property restricting the unit for employee housing and prohibiting short term rental in the form and substance attached hereto as **Exhibit A**.
- H. The Town has received a completed application and all required submittals for a Development Agreement, had a preliminary discussion of the application and the term of this proposed Development Agreement, determined that it should commence proceedings for the approval of this Development Agreement. In accordance with the procedures set forth in

Subsection 9-9-10:C of the Breckenridge Town Code, Town Council has approved this Agreement by non-emergency ordinance.

### Agreement

1. Without requiring additional reviews by the Town's Planning Commission, Town Council has determined that the Owner's Development Permit application for change of use of the property shall be exempt from negative points under Breckenridge Town Code, Section 9-1-19-3R, for the 0.86 SFEs of excess density.

2. Without requiring additional reviews from the Town's Planning Commission, Town Council has determined that Owner's Development Permit application for change of use of the property shall be exempt from Breckenridge Town Code, Section 9-1-17-12, which prohibits transfer of density into the Historic District.

3. The Town shall waive the fees for the Owner's Development Agreement application and Development Permit application.

4. The Town shall transfer 0.86 SFEs of density to the Property from property owned by the Town. The transfer of density shall be evidenced by the Written Covenant, **Exhibit B**, attached hereto and incorporated by reference.

5. After the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, and prior to the issuance of a Certificate of Occupancy for the proposed change of use, Owner acknowledges they have read and understands the terms of the Restrictive Covenant in the form of Exhibit A and further agrees to record the Restrictive Covenant in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. This Development Agreement creates vested rights for a period of eighteen (18) months, during which time the Owner shall submit to the Town and receive Town approval of a Development Permit application for the proposed change of use. The vested rights shall expire eighteen (18) months from the date of Town Council approval of this Development Agreement, unless substantial construction pursuant to such Development Permit has been completed. Density shall be transferred to the Property by the Town after the Development Permit has been issued and fully executed, and prior to issuance of a certificate of occupancy.

7. Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of this title and except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Development Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Development Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property which is the subject of this Development Agreement and the Development Permit shall be done in compliance with the then-current laws of the Town.

8. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town's: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

9. The Town shall not be responsible for and the applicant shall have no remedy against the Town if development of the real property which is the subject of the development agreement is prevented or delayed for reasons beyond the control of the Town.

10. Actual development of the real property which is the subject of this development agreement shall require the issuance of such other and further permits and approvals by the town as may be required from time to time by applicable town ordinances.

11. In connection with an application for a development permit to develop the real property that is the subject of this Development Agreement the application shall not receive an award of positive points under the Development Code for any commitment offered to the Town by the applicant pursuant to Section 9-9-4, or any other obligation or requirement of the applicant under the Development Agreement.

12. This Development Agreement shall be binding upon and inure to the benefit of Town, Owner and their successors and assigns.

13. Prior to any action against the Town for breach of this Agreement, Owner shall give the Town a sixty (60) day written notice of any claim by the Owner of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

14. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

15. Owner with respect to its interests or benefits provided for in this Development Agreement agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or wrongful intentional act or omission of Owner; any subcontractor of Owner, or any officer, employee, representative, or agent of Owner or of any subcontractor of Owner, or which arise out of any worker's compensation claim of any employee of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

16. Owner with respect to its interests or benefits provided for in this Development Agreement agrees to indemnify and hold the Town, its officers, employees, insurers, and self-

insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or wrongful intentional act or omission of Owner; any subcontractor of Owner, or any officer, employee, representative, or agent of Owner or of any subcontractor of Owner, or which arise out of any worker's compensation claim of any employee of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

17. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.

18. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Owner; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Owner or the acceptance of any improvements.

19. This Development Agreement shall run with title to the land and be binding on the Owners, heirs, successors, and assigns and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

20. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

21. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Owner expressly waive their right to bring such action in or to remove such action to any other court, whether state or federal.

22. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town:

Shannon Haynes, Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to:

Kirsten J. Crawford, Town Attorney

If To The Owner:

Craig Campbell  
PO Box 227  
Breckenridge, CO 80424

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

23. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.

24. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

**[SEPARATE SIGNATURE PAGES TO FOLLOW]**

TOWN OF BRECKENRIDGE

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Shannon Haynes, Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SUMMIT     )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by Shannon Haynes as Town Manager and \_\_\_\_\_, of the Town of  
Breckenridge.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



Craig Campbell

By:

\_\_\_\_\_  
Owner

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SUMMIT     )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by Craig Campbell.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**RESTRICTIVE COVENANT AND AGREEMENT  
(Employee Housing- Development Agreement)**

THIS RESTRICTIVE COVENANT AND AGREEMENT (“**Restrictive Covenant**”) is dated \_\_\_\_\_, 2024 and is between \_\_\_\_\_ (“**Owner**”) and TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”). Town and Owner are sometimes collectively referred to in this Restrictive Covenant as the “**Parties**,” and individually as a “**Party**.”

Recitals

A. The Owner owns the real property described in Section 1 of this Restrictive Covenant.

B. The Owner intends to convert existing office space into employee housing.

C. The Owner and the Town entered into that Development Agreement dated \_\_\_\_\_ and recorded \_\_\_\_\_ at Reception No. \_\_\_\_\_ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”).

D. It is a condition of the Development Agreement that the Owner create a valid and enforceable covenant running with the land assuring that the real property described in Section 1 shall be used solely by a “Qualified Occupant” as defined in this Restrictive Covenant.

E. The Owner declares and covenants that the regulatory and restrictive covenants contained in this Restrictive Covenant are covenants running with the land and are binding upon the Owner and all subsequent owners of the real property described in Section 1 unless this Restrictive Covenant is released and terminated by the Town.

NOW, THEREFORE, in consideration of the issuance of the Development Permit, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Owner, the Owner and the Town agree as follows:

1. Property Subject to Covenant. This Restrictive Covenant applies to the following real property located in Summit County, Colorado:  
(insert legal)

Town of Breckenridge, County of Summit, State of Colorado

also known as: \_\_\_\_\_, Breckenridge, CO 80424.

2. Definitions. As used in this Restrictive Covenant:

“**AMI**” means the Summit County Area Median Income as published by the Summit Combined Housing Authority or another index acceptable to the Town.

“**Person**” means a natural person, and excludes any type of entity.

“**Principal Place of Residence**” means the home or place in which one’s habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person’s Principal Place of Residence, the criteria set forth in § 31-10-201(3), C.R.S., or any successor statute, shall apply.

“**Qualified Occupant**” means a person 18 years of age or older who, during the entire period of his or her occupancy of the Unit, earns his or her living by working in Summit County, Colorado for a business located in and serving the County at least 30 hours per week, together with such person’s spouse and minor children, if any.

“**Short Term Rental**” means any rental, lease, or occupancy of a Unit for a term of less than three (3) consecutive months.

“**Unit**” means the unit described in Paragraph 1 of this Restrictive Covenant.

“**Utilities**” means the following utilities and services, to the extent such utilities or services are paid or provided for by Owner for the Units: electric, gas, water, sewer, trash, & snow removal.

3. Occupancy Restriction. Except as provided in Section 4, the Unit shall at all times be occupied by Qualified Occupant (s) as their Principal Place of Residence. Owners are prohibited from using the unit as a short term rental.

4. Exceptions. Notwithstanding Section 3, it is not a violation of this Restrictive Covenant if the Unit is occupied or used as the Principal Place of Residence by:

- A. A person who is partially or fully retired as described in the Town’s Administrative Rules and Regulations (see Section 18, below); or
- B. A person otherwise authorized to occupy a Unit pursuant to this Restrictive Covenant who becomes disabled after commencing lawful occupancy of a Unit such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; provided, however, that such person is permitted to occupy a Unit only for a maximum period of one year following the commencement of such person’s disability unless a longer period of occupancy is authorized by Town.

5. Rent or Lease of the Unit. Owner may rent or lease the Unit provided that: (i) the Unit is rented or leased only to a Qualified Occupant(s); (ii) Owner may not permit or consent to any sublease of all or any portion of the Unit; (iii) the Unit may not be rented or leased for a term of less than 3 months (no short term rental) and (iv) the maximum monthly rent for the Unit (including Utilities) may not exceed 110% AMI. All leases or rentals of the Unit not in

compliance with the requirements of this Section 5 are void, and a violation of this Restrictive Covenant.

6. Annual Verification; Other Information.

- A. Owner shall submit to Town upon request any information, documents, or certificate regarding the occupancy and use of the Unit that Town reasonably deems to be necessary to confirm Owner's compliance with the provisions of this Restrictive Covenant.
- B. At the time of purchase, any prospective or new Owner shall execute a Memorandum of Understanding indicating that he or she has read this Covenant in its entirety and agrees to abide by the terms set forth herein.

7. Inspection of the Unit. Owner agrees that Town may enter the Unit to determine compliance with this Restrictive Covenant without an inspection warrant or other legal authorization, subject to the following requirements: (i) entry may be made by Town only between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and (ii) Town shall provide Owner and the occupant of the Unit with not less than 24 hours' prior written notice before entering a Unit. If Town complies with these requirements the Owner shall permit Town's entry into each Unit. Town's rights under this Section 7 may also be exercised by Town's authorized agent. If Owner fails or refuses to comply with the requirements of this Section 7 Town shall have the right to obtain access to the Unit in the manner provided by law.

8. Payment of Taxes and Prior Encumbrances. During the term of this Restrictive Covenant Owner shall pay, prior to delinquency, all taxes and assessments levied against each of the Unit, and all amounts due or to become due on account of principal and interest on any prior encumbrance against each of the Unit.

9. Default; Notice. If Owner fails to comply with this Restrictive Covenant, Town may inform Owner by written notice of such failure and provide Owner a period of time to correct such failure. If the failure is not corrected to the satisfaction of Town within the specified time, which shall be at least 30 days after Town mails written notice to Owner, or within such further time as Town determines is necessary to correct the violation (but not to exceed any limitation set by applicable law), Town may without further notice declare a default under this Restrictive Covenant effective on the date of such declaration of default. Town may then proceed to enforce this Restrictive Covenant.

10. Equitable Relief. Town may specifically enforce this Restrictive Covenant. Town may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section 11 may be sought singly or in combination with such legal remedies as Town may be entitled to, any pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

11. Town Authority To Enforce. The restrictions, covenants, and limitations created by this Restrictive Covenant are only for the benefit of Town, and only Town may enforce this Restrictive Covenant. Provided, however, Town may assign its rights to Town of Breckenridge Housing Authority without prior notice to Owner.

12. Waiver; Termination; Modification of Covenant. The restrictions, covenants, and limitations of this Restrictive Covenant may be waived, terminated, or modified only with the written consent of Town and the then-current owner of the Unit as of the date of such waiver, termination, or modification. No waiver, modification, or termination shall be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. Town may also terminate this instrument by recording a release in recordable form without the signature of the then-current owner of each of the Units.

13. Statute of Limitations. Owner hereby waives the benefit of and agrees not to assert in any action brought by Town to enforce this Restrictive Covenant any applicable statute of limitation, including, but not limited to, the provisions of §38-41-119, C.R.S. If any statute of limitation may be lawfully asserted by Owner in connection with an action brought by Town to enforce this Restrictive Covenant, each and every day during which any violation of this Restrictive Covenant occurs shall be deemed to be a separate breach of this Restrictive Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

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

15. Notices. All notices provided for or required under this Restrictive Covenant must be in writing, signed by the Party giving the notice, and shall be deemed properly given when actually received or two (2) days after having been mailed, postage prepaid, certified, return receipt requested, addressed to the other Party at such Party's addresses appearing on the signature pages. Each Party, by written notice to the other Party, may specify any other address for the receipt of such instruments or communications. A notice to any owner of a Unit subsequent to Owner may be sent to the address to which tax notices are sent according to the records of the Summit County Treasurer.

16. Recording; Covenant Running With the Land. The Restrictive Covenant is to be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, and shall run with the land and shall be binding upon Owner and all subsequent owners of the real property described in Section 1 until this Restrictive Covenant is lawfully terminated in the manner provided in this Restrictive Covenant.

17. Town's Administrative Rules and Regulations. This Restrictive Covenant shall be interpreted in accordance with, and Owner shall comply with, the Town of Breckenridge Division of Housing Administrative Rules and Regulations in effect from time to time throughout the term of this Restrictive Covenant; provided, however, that in the event of a

conflict between the restrictions, terms and conditions of this Restrictive Covenant and the Administrative Rules and Regulations, this Restrictive Covenant shall control.

18. Owner To Give Town Notice Of Default Under Other Encumbrance: Owner shall: (i) immediately notify the Town in writing of the receipt of any notice claiming a default under any mortgage, deed of trust, or other lien or encumbrance against the Unit, or a default under any debt or other obligation secured by a mortgage, deed of trust, or other lien or encumbrance against the Unit; and (ii) promptly forward to the Town a copy of any written notice of such default or foreclosure notice received by the Owner.

19. Miscellaneous.

A. Applicable Law. This Restrictive Covenant shall be interpreted in accordance with the laws of the State of Colorado regardless of any law that might require to be interpreted under the laws of any other state.

B. Vesting and Term. Town's rights under this Restrictive Covenant vest upon the execution of this Restrictive Covenant. This Restrictive Covenant shall remain in full force and effect in perpetuity unless terminated in accordance with Section 13. Provided, however, if any of the terms, covenants, conditions, restrictions, uses, limitations, or obligations created by this Restrictive Covenant are held to be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the duly elected and seated members of the Breckenridge Town Council in office on the date of the execution of this Restrictive Covenant, their now living descendants, if any, and the survivor of them, plus 21 years.

C. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Restrictive Covenant.

D. Terminology. This Restrictive Covenant applies to all genders. Unless the context clearly requires otherwise, the singular includes the plural, and the plural includes the singular.

E. Severability. If any provision of this Restrictive Covenant is finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Restrictive Covenant to fulfill as closely as possible the original intents and purposes of this Restrictive Covenant.

F. Construction. The rule of strict construction does not apply to this Restrictive Covenant. This Restrictive Covenant is to be given a reasonable construction so that the intention of the Parties as expressed in this Restrictive Covenant is carried out.

G. Entire Agreement. This Restrictive Covenant constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Restrictive Covenant, and supersedes any prior agreement or understanding relating thereto.

H. Binding Effect. This Restrictive Covenant is binding upon, and inures to the benefit of, the Parties and their respective heirs, successors, assigns, legal representatives, and personal representatives, and to all subsequent owners of the Unit, or any interest therein.

[SIGNATURE PAGES FOLLOW]

This Restrictive Covenant and Agreement is executed by:

OWNER:

\_\_\_\_\_

Owner's Address:

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



This Restrictive Covenant and Agreement is executed by:

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Shannon B. Haynes, Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC,  
Town Clerk

Town's Address:

P.O. Box 168  
150 Ski Hill Road  
Breckenridge, Colorado 80424

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Shannon B. Haynes, Town Manager, and Helen Cospolich, CMC, Town Clerk, of Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

1 **EXHIBIT B**

2  
3 **DENSITY SUNSET COVENANT**

4  
5 This Covenant (“Covenant”) is made \_\_\_\_\_, 2024 by the TOWN OF  
6 BRECKENRIDGE, a Colorado municipal corporation (“Town”).  
7

8 1. Town owns the following described real property situate in the Town of  
9 Breckenridge, Summit County, Colorado:

10  
11 **Block 2, Rodeo Grounds Subdivision (AKA Rodeo Grounds Future Development)**  
12 **(commonly known as the Town’s “Stephen C. West Ice Arena”) (hereinafter referred**  
13 **to as “Town’s Property”).**  
14

15 2. Pursuant to Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of  
16 density from one lot or parcel within the Town to another lot or parcel within the Town may be  
17 approved by the Town Council only in connection with the approval of a Development Agreement.  
18

19 3. Based on the terms and conditions in the Development Agreement, the use of the  
20 Property necessitates a transfer of 0.86 single family equivalents (“SFEs”) of density from the  
21 Town’s “Stephen C. West Ice Arena” property to the Property located in the Historic District and  
22 described in the Development Agreement as the condominium unit located at 217 S Ridge St.,  
23 Copper Baron Condominiums Unit 2, according to the Plat thereof recorded January 20, 1992 at  
24 Reception No. 416201, Summit County, Colorado.  
25

26 4. The 0.86 of single family equivalents of density previously allocated to Town’s  
27 Property are forever extinguished. Following the execution of this Covenant, there will be 70.2  
28 SFEs of density remaining on the Town’s Property, of which 44.73 SFEs are assigned to the  
29 existing Stephen C. West Ice Arena building.  
30

31 4. Following the execution of this Covenant, there will be 0 SFEs of density remaining  
32 on Copper Baron Condominiums.  
33

34 5. This Covenant shall be placed on record in the real property records of Summit  
35 County, Colorado, and the covenants contained herein shall run with the land and shall bind the  
36 Town and all subsequent owners of Town’s Property, or any interest therein.  
37

38 6. Town’s Acknowledgment of Covenant Validity. Town agrees that any and all  
39 requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this  
40 Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied  
41 in full, and that any requirements of privity of estate are intended to be satisfied, or, in the

42 alternative, that an equitable servitude has been created to insure that the covenant herein contained  
43 shall run with the land. This covenant shall survive and be effective as to successors and/or assigns  
44 of all or any portion of Town's Property, regardless of whether such contract, deed or other  
45 instrument hereafter executed conveying Town's Property or portion thereof provides that such  
46 conveyance is subject to this Covenant.

47  
48 7. Owner Acknowledgment of Use Restriction. The Owner of the receiving parcel  
49 acknowledge that the density which has been transferred may be used on the receiving parcel only  
50 in accordance with a separate development permit obtained in accordance with the requirements  
51 of Chapter 1 of the Breckenridge Development Code.

52  
53 9. The execution and recording of this Covenant was authorized by Town of  
54 Breckenridge Ordinance No. \_\_\_\_\_, Series 2024, adopted \_\_\_\_\_, 2024.

55  
56  
57 TOWN OF BRECKENRIDGE, a Colorado  
58 municipal corporation

59  
60  
61  
62  
63 By: \_\_\_\_\_  
64  
65 Shannon Haynes, Town Manager

66 OWNER

67  
68 By: \_\_\_\_\_  
69 Craig Campbell

70  
71 ATTEST:

72  
73  
74  
75 \_\_\_\_\_  
76 Helen Cospolich CMC,  
77 Town Clerk

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79  
80 STATE OF COLORADO )  
81 ) ss.  
82 COUNTY OF SUMMIT )

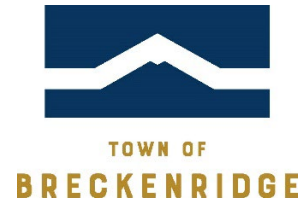
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The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Shannon Haynes, Town Manager, and Helen Cospolich CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



# Memo

**To:** Breckenridge Town Council Members  
**From:** Mark Truckey, Director of Community Development  
**Date:** August 21, 2024  
**Subject:** Planning Commission Decisions of the August 20, 2024 Meeting

---

***DECISIONS FROM THE PLANNING COMMISSION MEETING, August 20, 2024:***

**CLASS A APPLICATIONS:**

1. Highlands Riverfront Tract E Deed-Restricted Condos, 13545 S. State Hwy 9, PL-2024-0089:  
A proposal to construct 44 deed-restricted workforce housing units in four condominium buildings on Highlands Riverfront Tract E, accessed from Stan Miller Drive. *Approved, see second memo.*

**CLASS B APPLICATIONS:** None.

**CLASS C APPLICATIONS:** None.

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.

# Memo

To: Town Council  
From: Sarah Crump, AICP, Planner III  
Date: August 21, 2024 (for meeting of August 27, 2024)  
Subject: Highlands Riverfront Tract E Condos - Class A Development Planning Commission Approval Summary

---

This Class A application proposes construction of 44 deed-restricted workforce housing units in four condominium buildings on Highlands Riverfront Tract E, accessed from Stan Miller Drive. Each building will be three stories, stepping down to two stories at the edges, with 11 one-bedroom units. An existing 2,344 sq. ft. professional office building located on the southeast corner of the lot and is proposed for demolition with this project.

The development of Highlands Riverfront Tract E was outlined as part of Phase II of the Braddock Annexation Agreement and is subject to the Miller Master Plan. The developer is required to provide 83 deed-restricted units as part of Phase II. Tract E was assigned 40 SFEs of deed-restricted unit density during the 2010 Miller Master Plan Amendment.

The entirety of the project is intended to be deed-restricted for-sale units. This is the first privately developed workforce housing project to take advantage of positive four (+4) points for producing an all-electric development. The project will provide 67 surface parking spaces and paved connections to the Town's rec path and private open space.

The Planning Commission reviewed this proposal at a preliminary hearing on May 21, 2024 and at a final hearing on August 20, 2024. The project has been found to meet all absolute policies of the development code and has been assigned a passing score of positive two (+2) points under the relative policies. The Commission approved the application with a vote of 6-0.

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

[Planning Commission packet and additional information here.](#)



VIEW FROM THE NORTHWEST

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



## PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:35 pm by Chair Leas.

### ROLL CALL

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

### APPROVAL OF MINUTES

With no changes, the August 6, 2024 Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

With no changes, the August 20, 2024 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

### FINAL HEARINGS:

1. Highlands Riverfront Tract E Deed-Restricted Condos (SVC), 13545 S. State Hwy 9, PL-2024-0089  
Ms. Crump presented a proposal to construct 44 deed-restricted workforce housing units in four condominium buildings on Highlands Riverfront Tract E, accessed from Stan Miller Drive. Each building will be three stories with 11 one-bedroom units. The entirety of the project is intended to be deed-restricted for-sale units. The project will provide 67 surface parking spaces. An existing 2,344 sq. ft. professional office building is located on the southeast corner of the lot and is proposed for demolition with this project.

#### *Commissioner Questions / Comments:*

Mr. Giller:                      Which units will be the accessible units and will they be in close proximity to the accessible parking spaces? (Ms. Crump: I will let the applicant answer that but most likely the entire first floor of each building will be considered accessible units.)

Mr. Leas:                      How was the applicant able to work around the negative points initially received for the non-natural siding, did they add wood accents? (Ms. Crump: That is correct, they added natural wood fascia, trim, and posts. The code under Policy 5/R does not specify an amount of natural accent material needed to avoid receive negative points for fiber cement siding, only that some natural material must be present, and Staff feels the proposal aligns with an amount that would be expected.) And who owns the Tract W to the west? (Ms. Crump: Tract W to the west is private open space and part of the overall Highlands Riverfront HOA ownership. This tract has a pedestrian access easement across it for access to the rec path.)

#### Applicant, Tom Begley, Breckenridge Lands:

I want to thank Mark Truckey and Chris Kulick for allowing the project to have a combined final hearing. After the feedback from the preliminary hearing for the project we felt we were in a good position to make the needed changes and have a single final hearing. This will help us meet the project goal of breaking ground on the first building foundation this fall. We will adjust the accessible parking spots to be consistent with the location of the accessible units, but we will need to make sure we meet the building code with where those accessible units are located, I believe it is five percent accessible units required and we will need to spread that across all buildings but most of the lower-level units will likely be accessible.

Mr. Giller:                      I understand, and I encourage you to make the route to those spots as short as possible and consider all the facets of accessibility beyond what is required by the code.



Ms. Gort: How many accessible units are required?  
Mr. Begley: I believe it's 5%, and we may provide more than that because it is only an incremental cost change to make additional accessible units on the ground floor.

The hearing was opened to public comment; there were no comments and the comment period was closed.

Mr. Giller made a motion to approve the Highlands Riverfront Tract E Deed-Restricted Condos, seconded by Ms. Gort. The motion passed unanimously, 6-0.

**OTHER MATTERS:**

1. Town Council Summary

**ADJOURNMENT:**

The meeting was adjourned at 6:08 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
------	---------	----------	------

**August 2024**

Saturday, August 31st	Great Rubber Duck Race	Blue River	All Day
<b>Tuesday, Aug. 27th, 2024</b>	<b>Second Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>

**September 2024**

Thursday, September 5th	Wine in the Mine	Country Boy Mine	5:30pm - 8:30pm
Tuesday, September 10th	Town Council Retreat - CIP Review	Council Chambers	2:00pm - 3:00pm
<b>Tuesday, Sept. 10th, 2024</b>	<b>First Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>
Sept. 13th - Sept. 17th	Oktoberfest	Main Street	All Day
Thursday, September 19th	CML Fall District Meeting	Fatty's	5:00pm - 8:00pm
Sept. 19th - Sept. 22nd	Film Festival	Theaters around Town	All Day
<b>Tuesday, Sept. 24th, 2024</b>	<b>Second Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>

**October 2024**

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

**Other Meetings**

August 27th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
September 3rd, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
September 4th, 2024	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
September 5th, 2024	NWCCOG Board Meeting	Silverthorne Office	10:00am
September 10th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
September 11th, 2024	Breckenridge History	Town Hall	Noon
September 12th, 2024	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
September 16th, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
September 17th, 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
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
	Breck Create	TBD	Noon
	RW&B Board Meeting	Main Street Station	3:00pm



**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.*

<b>Date</b>	<b>Meeting</b>	<b>Location</b>	<b>Time</b>
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 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
TBD	Tourism Overlay District Advisory Committee Meeting		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am
	QQ - Quality and Quantity - Water District		10:00am