



**TOWN OF
BRECKENRIDGE**

Town Council Work Session
Tuesday, November 26, 2024, 3:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/88395062600> (Telephone: 1-719-359-4580; Webinar ID: 883 9506 2600).

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. PLANNING COMMISSION DECISIONS (3:00-3:05pm)

Planning Commission Decisions

II. LEGISLATIVE REVIEW (3:05-3:20pm)

Ordinance Approving Four Leases at the Community Center (BGVCC) (First Reading)

Approval of Open Space Intergovernmental Agreement with Town of Blue River and Summit County (Resolution)

III. MANAGERS REPORT (3:20-3:45pm)

Public Projects

Mobility Update

Sustainability Update

Housing Update

Open Space Update

Committee Reports

Financials

Community Outreach and Engagement Update

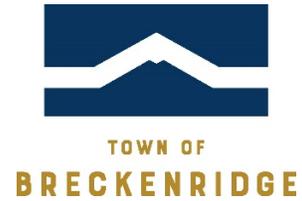
IV. OTHER (3:45-4:00pm)

Breckenridge Golf Club Annual Review

V. PLANNING MATTERS (4:00-5:45pm)

Neighborhood Preservation Policy
Impact Fee Administrative Rules Update

VI. EXECUTIVE SESSION FOR LITIGATION UPDATE AND LEGAL ADVICE (5:45-6:15pm)



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: November 20, 2024
Subject: Planning Commission Decisions of the November 19, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, November 19, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

1. Copper Baron Condo Unit 2 Conversion to Employee Housing, 217 S. Ridge Street, PL-2024-0427: A proposal to convert a 1039 sq. ft. commercial office unit to a 2-bedroom, 2-bathroom residential employee housing unit, and install new windows in Unit 1 and Unit 2. This application is subject to a Development Agreement approved by the Town Council on September 10, 2024. *Approved, see second memo.*

2. Village at Breckenridge Plaza Large Vendor Cart Renewal, 655 S. Park Avenue, PL-2024-0459: A proposal to continue operation of a large vendor cart, Hungry Dog, on the Village at Breckenridge Plaza on the north side of the Antero Building. *Approved, see third memo.*

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council
From: Ellie Muncy, Planner I
Date: November 20, 2024 (For November 26, 2024 Meeting)
Subject: Copper Baron Condo Unit 2 Change of Use, 217 S. Ridge Street Unit 2;
PL-2024-0427

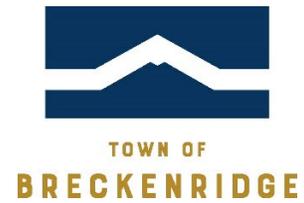
A Combined Hearing for Copper Baron Condo Unit 2 located at 217 S. Ridge St. was held by the Planning Commission on November 19, 2024. The application proposes to convert an existing commercial office unit to a 2-bedroom, 2-bath residential employee housing unit, and install new windows in Unit 1 and Unit 2 of the building. The change of use is pursuant to the development agreement previously approved by Town Council on September 10, 2024. The Commission approved the project with a note to correct a minor typo in the plans regarding the window replacement and otherwise had no concerns.

The Commission found the application complied with all Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The development permit was approved by a 7-0 vote of the Commission.

[Link to Copper Baron Staff Report.](#)

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





Memo

To: Town Council
From: Clif Cross, Planner II
Date: November 20, 2024 for meeting of November 26, 2024
Subject: Village at Breckenridge Large Vendor Cart Renewal Class B Minor Planning Commission Approval Summary

A Combined Hearing for the Village at Breckenridge Large Vendor Cart Renewal (Hungry Dog), located at 655 South Park Avenue, was held by the Planning Commission on November 19, 2024. The application proposes the renewal of the operation of a 98 sq. ft. large vendor cart on the Village at Breckenridge Plaza. The vendor cart has been operating during the winter season since 2021.

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies, and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year development permit (the maximum permitted under the Code) was approved by a 7-0 vote of the Commission.

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

[Link to the Planning Commission Packet](#)



Village at Breckenridge
Large Vendor Cart
Renewal, 655 S. Park
Avenue

Copper Baron Unit 2 Condo
Conversion to Employee
Housing, 217 S. Ridge Street



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:30 pm by Chair Guerra.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort	Susan Propper	

APPROVAL OF MINUTES

The November 5, 2024 Planning Commission Minutes were approved with the following revision:

Mr. Giller: Revise to “check if LGA needs to be a licensed architect to work on a historic building.”

APPROVAL OF AGENDA

With no changes, the November 19, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

COMBINED HEARINGS:

1. Copper Baron Condo Unit 2 Conversion to Employee Housing (EM), 217 S. Ridge Street, PL-2024-0427

Ms. Muncy presented a proposal to convert a 1,039 sq. ft. commercial office unit to a 2-bedroom, 2-bath residential employee housing unit, and install new windows in Unit 1 and Unit 2.

Commissioner Questions / Comments:

Ms. Gort: Can you do a transfer of density into the Historic District because there is an agreement? (Ms. Muncy: Yes, the Development Agreement allows the restriction to be waived.) (Mr. Kulick: A Development Agreement can afford relief where otherwise something is an absolute policy, in exchange for a community benefit. In this case the benefit is that the applicant is deed-restricting the unit.)

Mr. Giller: What do the initials SDL stand for? (Ms. Muncy: Simulated divided lite.)

Mr. Leas: Was the deed restriction the only consideration that was considered? (Mr. Kulick: Yes, and also the Council considered that the square footage of the building is not changing in any way. It may be different if you are building new construction or adding a large addition.) Was there any financial consideration? (Ms. Muncy: Fees were waived, so the only fees remaining are water plant investment fees. There is precedent for this within the same Adams Ridge Subdivision, which was also converted from commercial to residential.) (Mr. Truckey: This deed restriction that includes workforce requirements differs from the previous conversion because it also has a 110% AMI rental cap.) Between the water fee and the cost of the renovation, the owner has considerable expense, after which they have a unit with a rental cap and deed restriction.

Craig Campbell, Applicant: I am a 25-year resident, and I will be occupying this property. This is the most reasonable approach I have to being able to live in Breckenridge, otherwise I may not be able to afford to live here anymore. The window changes are related to energy efficiency and making the unit airtight.

Mr. Giller: Can you confirm that the SDLs replicate a double-hung window? (Mr. Campbell: It's a two-inch bar, which is close to what the center sash line would be. From a distance it's

hard to tell the difference, when you walk to the window you can tell.) What about the casements on either side of the entry door? (Mr. Campbell: Those will be side-lites, very similar to what's there now.) (Mark Provino, Architect: We are not proposing changing the existing side-lites on the south elevation, we are going to replace them with the same and are not planning to simulate a double-hung.) If you make that correction to the plans, I'm happy.

Mr. Giller: I want some assurance that we're allowing casements here as it relates to the design standards in the historic district. (Mr. Kulick: The standards do not speak to the operation of windows. The casement windows are technically permitted, we rely on the visual style and proportions when we review the windows. In this case, there is an energy benefit, but more importantly we're looking at the character here, which is an existing non-conforming and non-historic building with a mix of window types. They're not really changing the proportions.)

Ms. Gort: When you open a casement window, it looks very different than a double-hung. Have you considered that?

Mr. Kulick: The handbook does not speak to the operation of the windows, it speaks to design and size. Staff tries to steer applicants toward more historically operable windows. In this case, the windows are not as visible, and staff is supportive of these windows as proposed.

Mr. Guerra asked for public comment. None was heard.

Mr. Leas: Nice project and floor plan.

Mr. Giller: Nice project. Clarify on the plans that the side-lites do not have SDLs.

Mr. Frechter made a motion to approve the Copper Baron Unit 2 Conversion to Employee Housing, seconded by Mr. Giller. The motion passed 7 to 0.

2. Village at Breckenridge Large Vendor Cart Renewal (CC), 655 S. Park Avenue, PL-2024-0459

Mr. Cross presented a proposal to renew the permit for the operation of a large vendor cart, known as the Hungry Dog, on the Village at Breckenridge Plaza on the north side of the Antero Building.

Commissioner Questions / Comments:

Ms. Propper: Is this an existing vendor cart? The pictures showed a new one. (Mr. Cross: We used the same packet information provided in the original 2021 permit, so the images in the lower part are from before it was established. The Hungry Dog Cart also only operates in the winter. But it is existing.)

Mr. Guerra asked for public comment. None was heard.

Ms. Propper made a motion to approve the Village at Breckenridge Large Vendor Cart Renewal, seconded by Mr. Frechter. The motion passed 7 to 0.

OTHER MATTERS:

1. Town Council Summary

Mr. Frechter: Council should make sure that RV access is possible with the changes to the McCain parking lot.

- Mr. Leas: How many letters have we sent out for lighting compliance and has staff gotten a lot of pushback? (Ms. Muncy: We have sent out about 1000 letters and responses have been a mix of people who are supportive and people who are confused or not supportive.) (Mr. Truckey: We're reminding people that the Code has been on the books since 2007 and we are trying to give heads up.) (Mr. Kulick: By and large, one of the concerns from Council from first adoption was to make sure that people got the full life out of their lights before they had to replace them.)
- Mr. Giller: Did you inspect at night or during the day? (Ms. Muncy: We surveyed during the day since the current main goal is to focus on bringing fixtures themselves into compliance.)
- Mr. Smith: Is there guidance on how to comply? (Ms. Muncy: Yes, via BreckDarkSky.com. And next Monday there is a dark sky film event.) Mr. Leas: Are Summit County parcels required to come into compliance? (Mr. Truckey: This only applies to properties within the Town.)
- Ms. Propper: What about the streetlights? (Ms. Muncy: They are being replaced as part of this project. There are some streetlights that are owned by Xcel, and the Town is working with Xcel on those lights.) Ms. Propper: Will these streetlights be providing the same level of safety? (Ms. Puester: Yes. The Town has been using the "new providence fixtures", which are dark sky compliant, for years.)

ADJOURNMENT:

The meeting was adjourned at 6:18 pm.

Ethan Guerra, Chair



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 11/18/24 (for 11/26/24 Town Council Meeting)
Subject: Ordinance Approving Four Leases at the Community Center (BGVCC) (First Reading)

Town Council Goals (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Per Town code, the Town Council is required to review and approve by ordinance any long-term leases (longer than one year) for all Town-owned facilities other than the Breckenridge Professional Building. Attached, for Town Council review and approval, are four leases pertaining to the Breckenridge Grand Vacations Community Center (“Community Center” or “BGVCC”). The four leases under consideration are intended for the Summit County Library, the Summit Foundation, Breckenridge History, and Breckenridge Film. Passage of the ordinance approving these four leases would meet an organizational need and further the Town Council goal to support Breckenridge’s hometown feel and authentic character.

Background

The Community Center is an historic building on Harris Street owned by the Town of Breckenridge that has been renovated to serve multiple community needs, including the public library, Eclipse Theater, community meeting rooms, and working spaces for local non-profit organizations. The repurposing of the building in 2013 for community purposes symbolizes the Town’s commitment to historic preservation and supports non-profit groups that serve important community needs, thereby addressing the Town Council goal of supporting the Town’s hometown feel and authentic character.

The four leases to be considered include the following:

- **Summit County Library-** This lease is for the former Treetop Advocacy space, which was recently vacated by Treetop as they moved to a new, larger office space in the Breckenridge Professional Building. Summit County Library intends to utilize the space for staff offices.
- **The Summit Foundation-** This lease renewal would allow the local community foundation to remain in their current office space within the Community Center.
- **Breckenridge History-** This lease renewal would allow the historical preservation, restoration, and interpretation non-profit organization to continue to store their historical archives in the Community Center.
- **Breckenridge Film-** This lease renewal would allow the local non-profit that produces the Breck Film Fest and manages the Eclipse Theater to remain within their current office space in the Community Center.

[Section 1-11-4](#) of the Breckenridge Town code requires that the Town Council approve by ordinance any real estate leases longer than one year. (The exception to this portion of the code applies to the Town-owned Breckenridge Professional Building in which leases up to three years in length may be approved administratively.) The current ten-year leases for the Summit Foundation, Breckenridge History, and Breckenridge Film are all set to expire at the end of 2024 and the Summit County Library lease is intended to fill the office space recently vacated by Treetop Advocacy.

Public outreach/engagement

1

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Town staff have not conducted public outreach or engagement beyond the standard noticing requirements for the Town Council meeting in which this item is on the agenda.

Financial Implications

Financially, the ordinance approving these four leases in the Community Center will ensure that projected lease revenues will continue uninterrupted. The three current renewals will reflect the prior ten years' revenue expectations and will increase based on an annual 3% escalator or the change in the Consumer Price Index. The Summit County Library lease will ensure continued revenue from the recently vacated Treetop Advocacy office space at the same rate.

Equity Lens

The renewal of these leases for non-profit and public library uses promotes the Town's equity and inclusion goals by ensuring that the non-profit organizations served by these leases will continue to serve important community needs. All four of the entities that benefit from these leases continue to provide low-cost and free community services and fill the void of services that are not currently provided by government or private sector entities. Examples of this support include, but are not limited to, free public access to books, computers and wi-fi (Summit County Library), free Spanish language movie screenings (Breck Film), free historical museum tours (Breck History), and a robust community grants program (Summit Foundation). By assisting these organizations via non-profit rate lease terms, the Town Council continues to further their equity and inclusion goals.

Staff Recommendation

Staff recommend the Town Council approve the ordinance on first reading. Staff will be available on Tuesday to answer any questions.

1 COUNCIL BILL NO. __

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT**
6 **THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER**
7

8 WHEREAS, the Town of Breckenridge owns the real property commonly known as the
9 Breckenridge Grand Vacations Community Center (“BGVCC”) located at 103 South Harris
10 Street, Breckenridge, Colorado; and

11
12 WHEREAS, the Town has agreed to enter into long-term office leases in the
13 Breckenridge Grand Vacations Community Center with: (i) The Summit Foundation, a Colorado
14 nonprofit corporation; (ii) Breckenridge History, a Colorado nonprofit corporation; (iii)
15 Breckenridge Film Festival, a Colorado nonprofit corporation; and (iv) Summit County Libraries;
16 and

17
18 WHEREAS, proposed leases for the four tenants have been prepared by the Town
19 Attorney and reviewed by the Town Council; and

20
21 WHEREAS, Section 15.4 of the *Breckenridge Town Charter* provides:

22
23 The council may lease, for such time as council shall determine, any real or personal
24 property to or from any person, firm, corporation, public and private, governmental or
25 otherwise

26
27 ; and

28
29 WHEREAS, the term of each proposed lease exceeds one year in length; and

30
31 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
32 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

33
34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
35 BRECKENRIDGE, COLORADO:

1
2 Section 1. The Lease between the Town and The Summit Foundation, a Colorado
3 nonprofit corporation, a copy of which is marked **Exhibit “A”**, attached hereto, and incorporated
4 herein by reference, is approved, and the Town Manager is authorized, empowered, and
5 directed to execute such agreement for and on behalf of the Town of Breckenridge.

6
7 Section 2. The Lease between the Town and Breckenridge History, a Colorado
8 nonprofit corporation, a copy of which is marked **Exhibit “B”**, attached hereto, and incorporated
9 herein by reference, is approved, and the Town Manager is authorized, empowered, and
10 directed to execute such agreement for and on behalf of the Town of Breckenridge.

11
12 Section 2. The Lease between the Town and Breckenridge Film Festival, a Colorado
13 nonprofit corporation, a copy of which is marked **Exhibit “C”**, attached hereto, and incorporated
14 herein by reference, is approved, and the Town Manager is authorized, empowered, and
15 directed to execute such agreement for and on behalf of the Town of Breckenridge.

16
17 Section 3. The Lease between the Town and Summit County Libraries, a copy of
18 which is marked **Exhibit “D”**, attached hereto, and incorporated herein by reference, is
19 approved, and the Town Manager is authorized, empowered, and directed to execute such
20 agreement for and on behalf of the Town of Breckenridge.

21
22 Section 4. Minor changes to or amendments of any of the approved leases may be
23 made by the Town Manager if the Town Attorney certifies in writing that the proposed changes
24 or amendments do not substantially affect the consideration to be received by the Town
25 pursuant to the approved lease, or the essential elements of the approved lease.

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

30
31 Section 6. This ordinance shall be published and become effective as provided by
32 Section 5.9 of the *Breckenridge Town Charter*.

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

6
7

8 TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation

10
11

12
13 By: _____
14 Kelly Owens, Mayor

15

16 ATTEST:

17
18
19
20 _____

21 Helen Cospolich, CMC,
22 Town Clerk

**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the 24th day of September, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and THE SUMMIT FOUNDATION, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 201, 201A-C, 203, 204, and 204 A-E in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 1752 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on January 1, 2025 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2025.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year. Upon the giving of timely notice of termination this Lease will terminate (and not be renewed) on the next December 31st following the giving of the notice of termination. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days’

written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Twenty Nine Thousand Seven Hundred Eighty Four Dollars (\$29,784.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Two Thousand Four Hundred Eighty Two Dollars (\$2,482.00) each (“**Monthly Rent**”). The Monthly Rent has been calculated based on \$17 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and

- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. Tenant's Telephone and Internet. Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. Landlord's Repairs. Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. Snow Removal. Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. Cleaning of Shared Space. Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT’S NEGATIVE OBLIGATIONS

7.1. **Alterations.**

A. “**Alterations**” means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord’s consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building’s appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord’s prior approval. As used in this Section, the term “sign” has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant’s request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord’s discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant’s expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord’s prior written consent. Any assignment, encumbrance, sublease, or license without Landlord’s prior written consent will be voidable and, at Landlord’s election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical

equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not

be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

- A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;
- B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or
- C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

The Summit Foundation
Executive Director
P.O. Box 4000
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do 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.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Shannon Haynes, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

THE SUMMIT FOUNDATION, a Colorado
nonprofit corporation

By _____

Title: _____

Breckenridge Grand Vacations Community Center

SUMMIT FOUNDATION LEASED PREMISES

UPPER LEVEL		NET AREA (sf)
201	CONFERENCE AREA	392
201A	IT/STORAGE	40
201B-C	SUMMIT FOUNDATION OFFICE	255
203	TIP TOP ROOM	174
204	THE SUMMIT FOUNDATION	312
204A	SUMMIT FOUNDATION	71
204B-D	COPY ROOM THE SUMMIT FOUNDATION	431
204E	KITCHEN AREA	77

MAIN LEVEL		NET AREA (sf)
NONE		N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

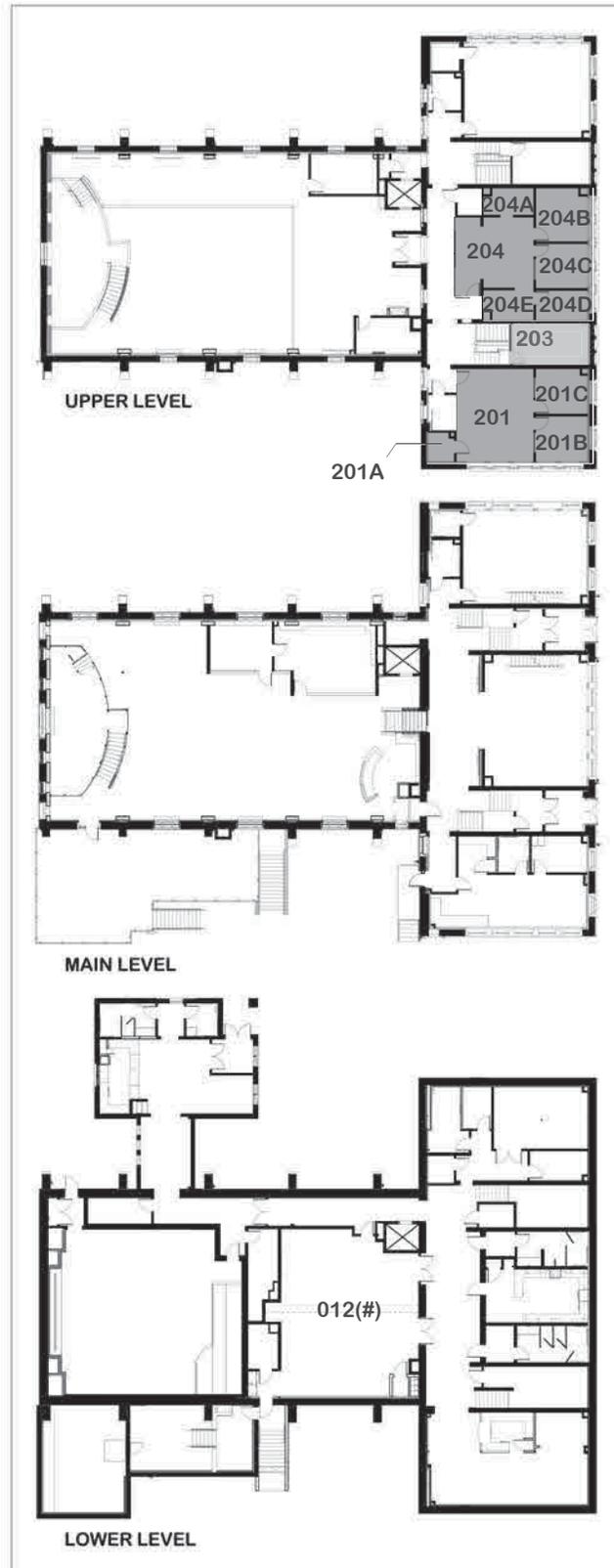
LEGEND

THE SUMMIT FOUNDATION

(#) ROOM AVAILABLE FOR RESERVATION UPON REQUEST

SQUARE FEET TOTALS

SUMMIT FOUNDATION 1,752 (net)



**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the ___ day of November, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and BRECKENRIDGE HISTORY, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 206 and 206A in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, meeting room, archive, and research facility unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 688 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on January 1, 2025 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2035.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender. Any trade fixtures/furniture such as display cases, etc., that

were purchased with funds from the Town will remain the property of the Town and not be removed from the premises by the Tenant.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Ten Thousand Six Hundred Sixty-Four Dollars (\$10,664.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Eight Hundred Eighty-Eight and Sixty-Six/100 Dollars (\$888.66) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$15.50 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Any archival materials located in the premises and not owned by Tenant are excluded from this lien. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services located at 103 S. Harris Street.

B. Tenant's Telephone and Internet. Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. Landlord's Repairs. Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. Real Property Taxes.

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease.

Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. “**Alterations**” means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord’s consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building’s appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord’s prior approval. As used in this Section, the term “sign” has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant’s request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord’s discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant’s expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million One Hundred and Ninety-Five Thousand Dollars (\$1,195,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all

risks” insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant’s Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord’s insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord’s insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder’s ratings of at least A and a financial rating of at least XI in the most current *Best’s Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days’ advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant’s interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant’s business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any

public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail,

postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge History
Executive Director
P.O. Box 2460
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being

appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do 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.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Scott Reid, Deputy Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE HISTORY,
a Colorado nonprofit corporation

By _____

Title: _____

ATTACHMENT - A

Breckenridge Grand Vacations Community Center

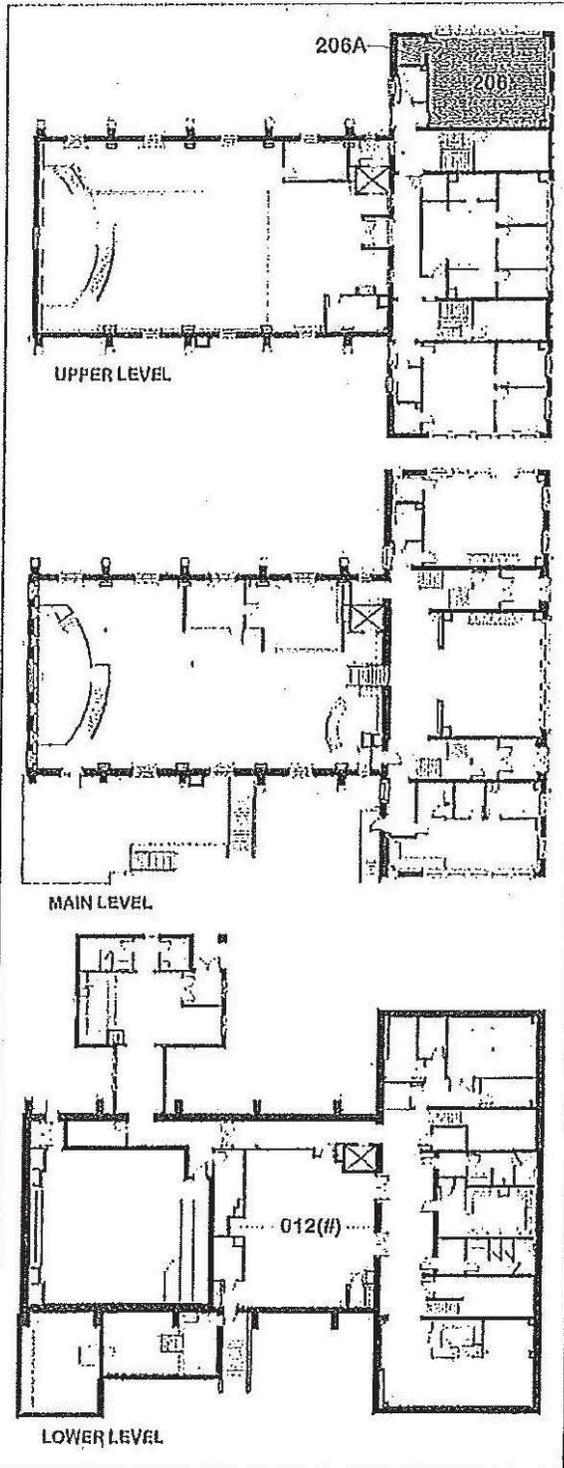
**BRECKENRIDGE HISTORY
LEASED PREMISES**

UPPER LEVEL		NET AREA (sf)
200	BRECKENRIDGE HISTORY	646
200A	BRECKENRIDGE HISTORY STORAGE	42

MAIN LEVEL		NET AREA (sf)
NONE		N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

LEGEND	
	BRECKENRIDGE HERITAGE ALLIANCE
(#)	ROOM AVAILABLE FOR RESERVATION UPON REQUEST
SQUARE FEET TOTALS	
BHA	688 (not)



**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the ___ day of November, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and the BRECKENRIDGE FILM FESTIVAL, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Room 205 in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 176 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on January 1, 2025 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2035.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Two Thousand Seven Hundred Twenty-Eight Dollars (\$2,728.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Two Hundred Twenty-Seven and Thirty-Three/100 Dollars (\$227.33) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$15.50 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant’s operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant’s operations at the Leased Premises;

- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services located at 103 South Harris Street.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. **Real Property Taxes.**

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. “**Alterations**” means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord’s consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building’s appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord’s prior approval. As used in this Section, the term “sign” has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant’s request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord’s discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant’s expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord’s prior written consent. Any assignment, encumbrance, sublease, or license without

Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million One Hundred and Ninety-Five Thousand Dollars (\$1,195,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20

days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge Film Festival
Executive Director
P.O. Box 718
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do 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.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

ATTACHMENT - A

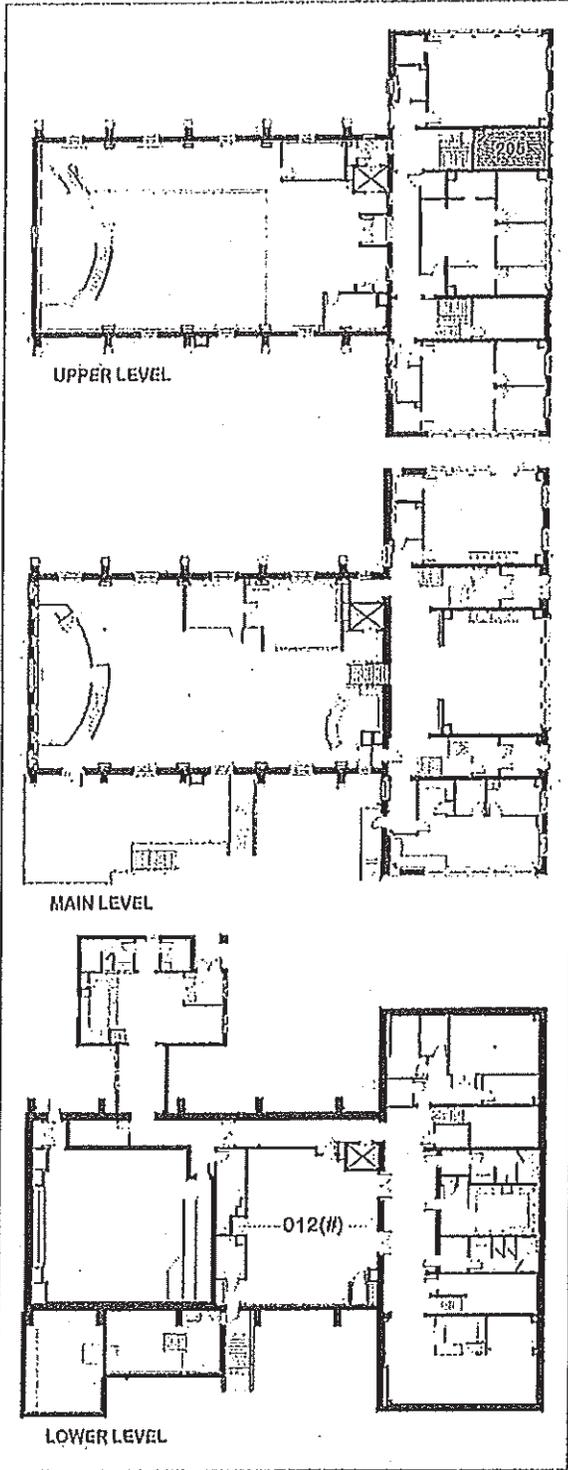
Breckenridge Grand Vacations Community Center
**BRECKENRIDGE FESTIVAL OF FILM
 LEASED PREMISES**

UPPER LEVEL	NET AREA (sf)
205 BRECKENRIDGE FESTIVAL OF FILM	176

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL	NET AREA (sf)
012(#) MULTI-PURPOSE ROOM	N/A

LEGEND	
	FESTIVAL OF FILM
(#)	ROOM AVAILABLE FOR RESERVATION UPON REQUEST
SQUARE FEET TOTALS	
FESTIVAL OF FILM	176 (net)



BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE ("**Lease**") is made and entered into effective the 1st day of November 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and the SUMMIT COUNTY LIBRARY. Landlord and Tenant are sometimes collectively referred to in this Lease as the "**Parties**", and individually as a "**Party**."

ARTICLE 1-BASIC LEASE PROVISIONS

1.1. Leased Premises. In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center," 103 South Hall Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached **Attachment "A"**, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

1.2. Use Of Premises. Tenant may use the Leased Premises only as a business office unless Landlord gives its advance written consent to another use.

1.3. Square Footage. Landlord and Tenant agree that the Leased Premises contain 787 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. Shared Use Space. Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room ("**Shared Use Spaces**"), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any availability of the Community Room. No common space may be used for storage and the kitchen and Community Room must be cleaned after every use.

1.5. Term.

A. The term of this Lease ("**Term**") will begin on November 1, 2024 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on October 31, 2027.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. Surrender of Leased Premises.

A. Upon expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant is Eleven Thousand Nine Hundred Thirty-Eight and 79/100 Dollars (\$11,938.70). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Nine Hundred Ninety Four and 90/100 Dollars (\$994.90) each ("Monthly Rent").

B. The Monthly Rent has been calculated based on \$15.17 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. The Monthly rent will increase 3% each year after the initial 1-year term.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is additional rent.

F. Interest On Monthly Rent. Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. Interest On Other Amounts. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. Landlord's Lien and Security Interest. Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law.

Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other

than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4- UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant's operations at the Leased Premises; and
- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 - REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;

(vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and

(vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. Time For Repairs. Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. Snow Removal. Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. Cleaning of Shared Space. Landlord will provide any required cleaning of the Shared Space.

5.5. Cleaning of Leased Premises. Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6-TAXES

6.1. Real Property Taxes.

(i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.

(ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in

installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1 Alterations.

A. **"Alterations"** means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2 Signs.

Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3 Assignment And Subletting.

Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4 Waste or Nuisance. Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5 Liens. Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. Landlord's Building Insurance. Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. Tenant's Liability Insurance. Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. Tenant's Property Insurance. Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

- A. the conduct of Tenant's business upon the Leased Premises;
- B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;
- C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;
- D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and
- E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 -DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11-DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

- A. The abandonment of the Leased Premises by Tenant.
- B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.
- C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

- A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;
- B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or
- C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's recent, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and

enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

- A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14-MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials -Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

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

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereto if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Landlord's initial address for
notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do 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.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, pandemics, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21.-Binding Effect. The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

Shannon Haynes, Town Manager

Helen Cospolich, CMC,
Town Clerk

TENANT:

Page 18



Memo

To: Town Council
From: Duke Barlow, Open Space & Trails Manager
Date: 11/20/2024 (for 11/26/2024)
Subject: Approval of Open Space Intergovernmental Agreement with Town of Blue River and Summit County

Town Council Goals (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input type="checkbox"/> Organizational Need | |

Summary

Staff are continuing to work with Summit County and the Town of Blue River to protect open space in the Town of Blue River and re-establish the Wakefield/ Blue River Trail, in its entirety from the Wakefield Sawmill to Fredonia Gulch. Approving the attached IGA for the subject property is consistent with this goal.

Background

The Town of Breckenridge (the Town) purchased Lot 416, The Coronet Subdivision- Blue River Estates Inc., jointly with Summit County on August 22, 2024, for \$437,500. The property provides a critical connection for the Wakefield/ Blue River Trail through the Town of Blue River. Since the property is zoned for residential use and the trail is located on the edge of the property, staff and the Breckenridge Open Space Advisory Commission (BOSAC) considered options for the future use of the property to recoup expenses prior to acquisition. One option was to record a public access easement for the trail and sell the property to a private buyer. Another option included conveying the property to the Town of Blue River to retain for open space protection, consistent with the goals of the [2023 Open Space & Trails Master Plan](#). The latter option was agreed upon by the parties involved.

The Town and Summit County have agreed to sell the property to the Town of Blue River for \$306,250, which represents a 30% discount from the original August 22, 2024 purchase price. This discount is considered to be the Town and Summit County's financial contribution to the Town of Blue River to jointly protect the property as open space. In exchange for this contribution, the attached intergovernmental agreement (IGA) will be recorded on the property, restricting the property to open space uses. The IGA outlines shared management responsibilities, including forest health and trail construction and maintenance, with each party paying a proportional share equal to the percentage contribution for acquisition: Blue River (70%), the Town (15%), Summit County (15%).

Council approved a similar IGA between the Town of Blue River and Summit County to protect open space and preserve the Wakefield/ Blue River Trail through the Clyde Lode during their August 13, 2024 work session.

Public outreach/engagement

Staff, BOSAC, Summit County Open Space staff, Summit County Open Space Advisory Council, and Town of Blue River Trustees have heard from many community members that support the formal re-establishment of the entirety of the Wakefield/ Blue River Trail, connecting the Wakefield Sawmill to Fredonia Gulch.

Financial Implications

The final financial impact to the Town would be \$65,625 for acquisition with additional expenditures per the terms of the IGA. On August 22, 2024, the Town contributed \$218,750 for the property and would recoup \$153,125 from the Town of Blue River as a result of this IGA and Sale Agreement.

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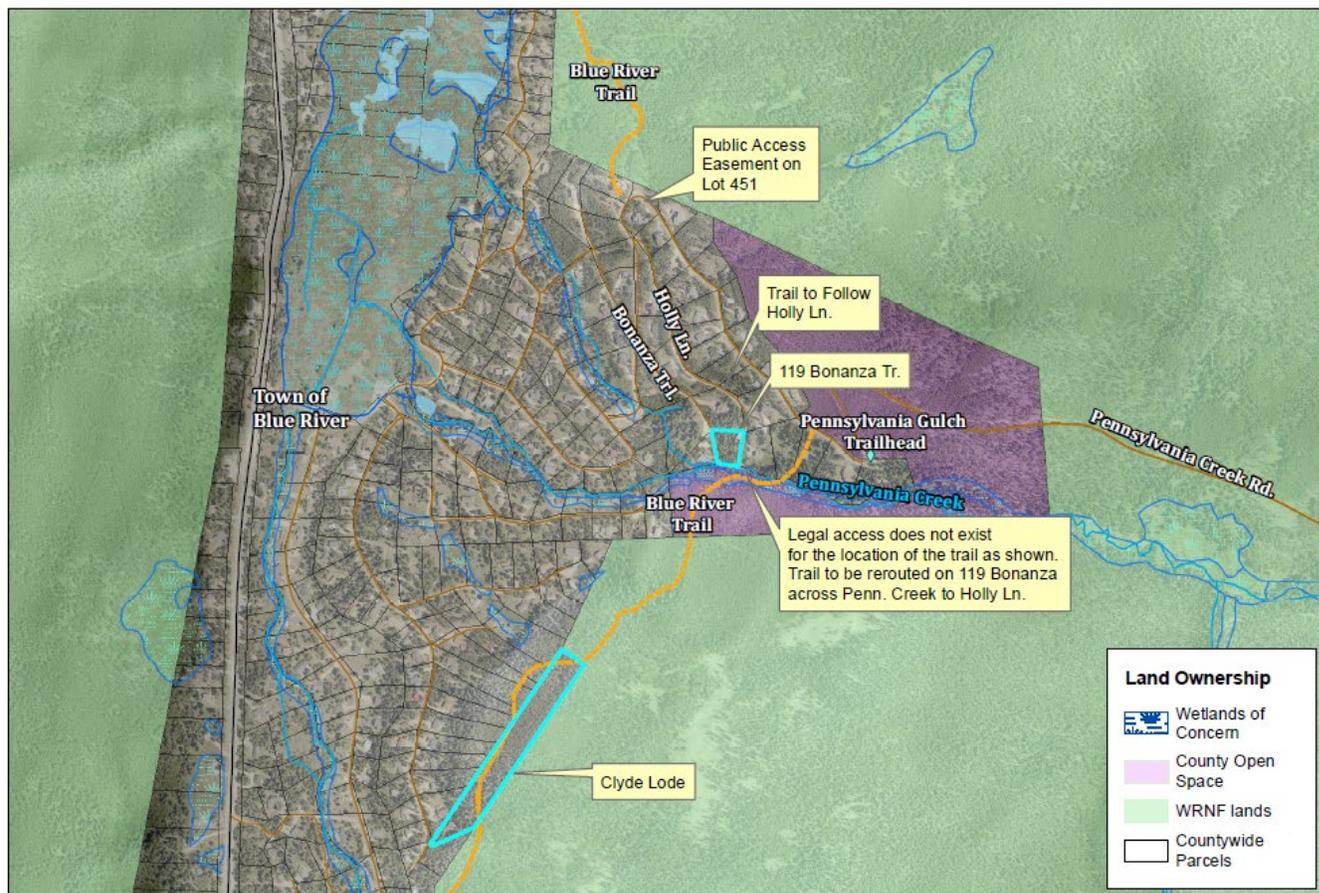
Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Equity Lens

Our Equity Lens was considered in evaluating this IGA. The Wakefield/ Blue River Trail connection enables residents and visitors to freely travel between the Town and the Town of Blue River without the need of a vehicle and is located close to the Ice Rink bus stop.

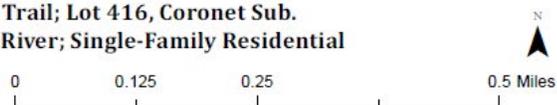
Staff Recommendation

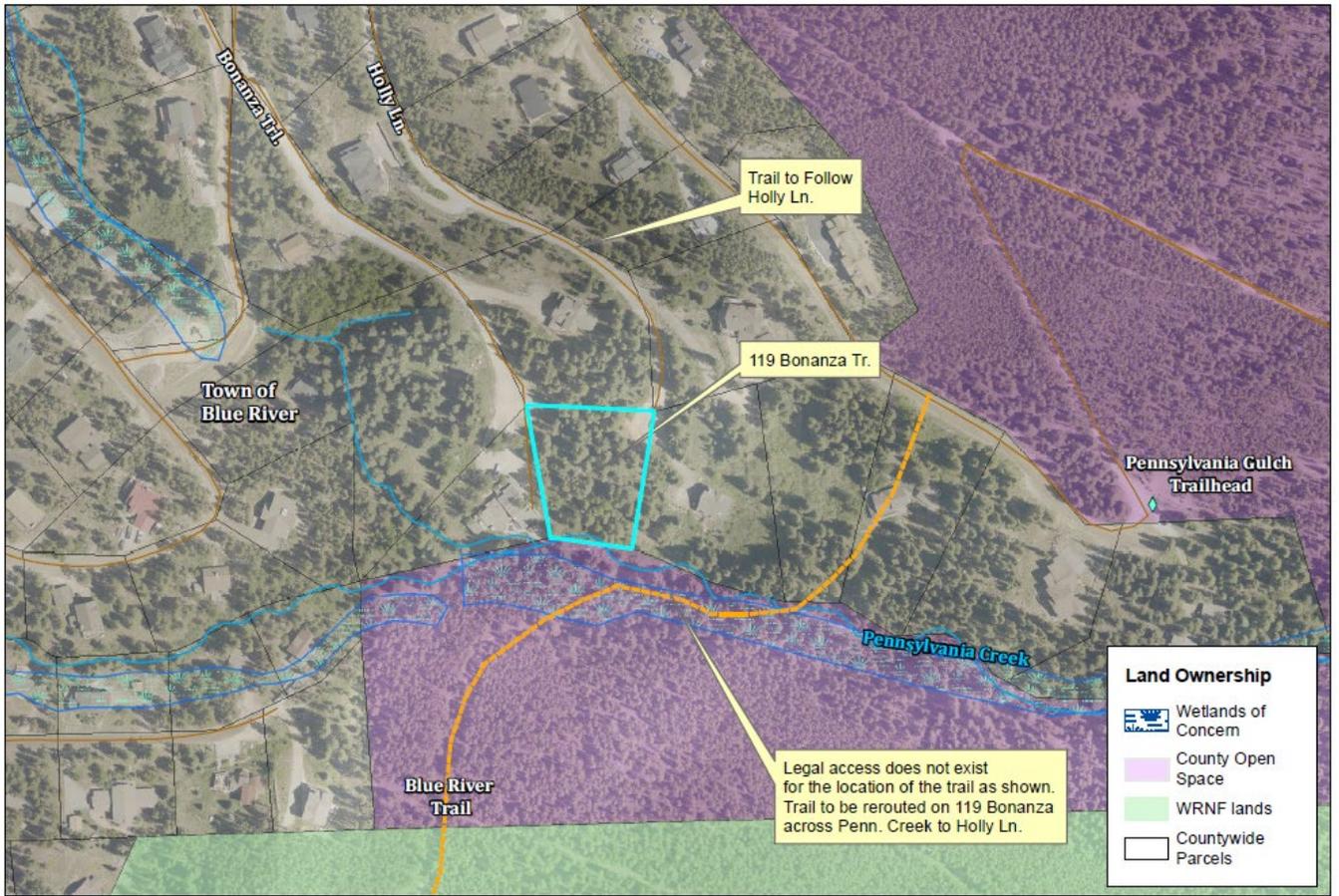
Staff recommends that Council approve the attached IGA and Purchase and Sale Agreement to restrict and convey Lot 416, The Coronet Subdivision- Blue River Estates Inc. to the Town of Blue River. Staff requests that Council approve the attached resolution which agrees to the IGA.



DISCLAIMER: This map is for planning and conceptual purposes only and is not accurate to survey or National Mapping Accuracy standards. Do not use for legal conveyance.

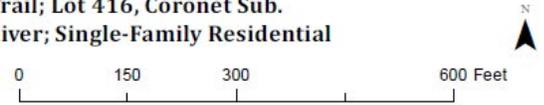
119 Bonanza Trail; Lot 416, Coronet Sub.
Town of Blue River; Single-Family Residential
Vacant
0.7 Acres





DISCLAIMER: This map is for planning and conceptual purposes only and is not accurate to survey or National Mapping Accuracy standards. Do not use for legal conveyance.

119 Bonanza Trail; Lot 416, Coronet Sub.
Town of Blue River; Single-Family Residential
Vacant
0.7 Acres



1 RESOLUTION NO. ____

2
3 Series 2024

4
5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**
6 **BETWEEN BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS**
7 **OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE**
8 **AND THE TOWN OF BLUE RIVER.**
9

10
11 WHEREAS, the Town of Breckenridge, jointly with Summit County, has recently
12 purchased certain real property located in the County of Summit, State of Colorado more
13 particularly described in **Exhibit A** (the "Property"); and

14 WHEREAS, the Parties desire to obtain lands within Summit County to preserve as open
15 space and promote recreational purposes consistent with the open space character of the
16 Property; and

17 WHEREAS, the County and Town of Breckenridge (the "Contributing Parties")
18 previously purchased the Property and have agreed to convey the Property to the Town of Blue
19 River for a price which number reflects a contribution of \$65,625.00 by each Contributing Party
20 in order to assist the Town of Blue River in financing the purchase of the Property and provide
21 for joint management of the Property by all three Parties; and

22 WHEREAS, the Parties desire to enter into an intergovernmental agreement providing
23 for the use and management of the Property in exchange for the Contributing Parties' financial
24 contribution.

25 NOW, THEREFORE, in consideration of the above premises and terms and conditions
26 contained herein, the parties agree as follows:

27
28 **Section 1.** The Town Council hereby approves the Intergovernmental Agreement
29 attached hereto as **Exhibit B**.

30 **Section 2.** This resolution is effective upon adoption.
31

32 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2024.
33

34 TOWN OF BRECKENRIDGE
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By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

EXHIBIT A

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Lot 416, Coronet Subdivision – Blue River Estates, Inc., according to the plat filed July 27, 1965
under Reception No. 102530, County of Summit, State of Colorado

1
2 (a) Use of the Property: Except as otherwise provided in this Agreement, the
3 Property shall remain undeveloped as open space and be used solely for those permitted
4 uses set forth on **Exhibit B** attached hereto and incorporated by this reference, such
5 permitted uses meaning the commonly accepted definition for such terms.
6

7 (b) Trail: The purpose of the sale to the Town of Blue River is to assist the
8 Town of Blue River in retaining the Property for open space and constructing a north-
9 south trail (the "Trail"), with the goal of perfecting public access along the
10 "Wakefield/Blue River Trail." The Trail shall be non-motorized and multi-use allowing
11 General Public access, as defined below. The Parties agree to collaborate on the
12 construction, design, signage, and maintenance of the Trail including, if necessary, bridge
13 construction across Pennsylvania Creek for the Trail on the Property or an adjacent
14 property, and wayfinding signage routing the General Public through residential sections
15 where necessary and mutually agreed upon (the "Work"). The Town of Blue River agrees
16 that it will not perform any Work without the prior express written approval of the
17 Grantors. The Parties agree to pay their Proportionate Share, as defined below, of the
18 actual costs incurred for the Work, provided, however, nothing in this Agreement shall be
19 interpreted as requiring the Grantors to assume sole responsibility for the Work or
20 payment of the costs related thereto. The term "Proportionate Share" shall mean the
21 following:
22

<u>Party</u>	<u>Proportionate Share</u>
Town of Blue River	70%
Town of Breckenridge	15%
County	15%

23
24
25 (c) General Public Access: The Trail will be dedicated for use by the General
26 Public in perpetuity and remain open to the General Public subject to temporary closure
27 for public safety or maintenance. For the purposes of this Agreement the term "General
28 Public" means and refers to all residents and visitors of Summit County.
29

30 (d) Forest Health / Weed Management: The Parties agree to collaborate on
31 weed management and forest health projects on the Property ("Weed Management"). The
32 Parties agree to pay their Proportionate Share of the actual costs incurred for Weed
33 Management, provided, however, nothing in this Agreement shall be interpreted as
34 requiring the Grantors to assume sole responsibility for Weed Management or payment of
35 the costs related thereto.
36

37 3. Closing; PSA: Closing will occur at Land Title Guarantee Company in
38 Breckenridge at a mutually agreed upon date. Grantors will split closing costs 50/50 with the
39 Town of Blue River. Town of Blue River will be responsible for the cost of title insurance. In

1 connection with this Agreement, the Parties will execute a Purchase and Sale Agreement
2 mutually agreeable to the Parties to facilitate the Grantors' sale of the Property to the Town of
3 Blue River.
4

5 4. The Town of Blue River agrees that if the Property is not open for open space or
6 recreational purposes by the General Public for any reason, and if such closure is not cured
7 within thirty (30) days after written notice thereof is given by either of the Grantors, or if such
8 default shall be of the nature that it cannot be cured completely within such thirty (30) day period
9 and the Town of Blue River has not promptly commenced work within such thirty (30) day
10 period to cure the closure or has not thereafter proceeded with reasonable diligence and in good
11 faith to remedy such closure, Grantors may remedy such closure by any means necessary or,
12 alternatively, may demand that the Town of Blue River reimburse the Contribution to the
13 Grantor. Such reimbursement shall include interest calculated at a rate equal to the overall
14 percentage increase in the Denver Average Consumer Price Index, as determined by the United
15 States Bureau of Labor Statistics, from the date of this Agreement to the date of default pursuant
16 to this paragraph 4. In no event shall the refund be less than the amount of the Contribution.
17 Refund shall be made by the Town of Blue River within thirty (30) days after a written request is
18 made by either Grantor.
19

20 5. In the event the Town of Blue River desires to sell the Property, or any portion
21 thereof, the Town of Blue River shall first send a written offer to the Grantors (each an "Offer").
22 The Offer shall state a specified price and all terms and conditions of the proposed sale. If the
23 Grantors, either jointly or separately, desire to accept the subject Offer, then the Grantors shall,
24 within 30 days from receipt thereof, send their acceptance in writing to the Town of Blue River.
25 If the Grantors do not accept the subject Offer, then for a period of one year from the date of
26 mailing of the subject Offer, the Town of Blue River shall be free to sell the Property, or any
27 portion thereof, offered to the Grantor at a price not less than that contained in the subject Offer
28 subject to the provisions of this Agreement.
29

30 6. Subject to paragraph 5 above, in the event the Town of Blue River sells, trades or
31 otherwise conveys the Property, or any portion thereof, to any other person or entity, a trail
32 easement shall be recorded on the Property prior to conveyance. Said easement shall be a
33 minimum of 20' from centerline of the Trail, as possible, granting non-motorized access to the
34 General Public, to the satisfaction of the Grantors. The cost of the survey work for the easement
35 will be incurred by the Town of Blue River.
36

37 7. Subject to paragraph 5 above, in the event the Town of Blue River sells, trades or
38 otherwise conveys the Property, or any portion thereof, to any other person or entity, and such
39 person or entity agrees to continue to be bound by and to use the Property in accordance with
40 Paragraph 2 above, then the Grantors understand that they will not be reimbursed any portion of
41 the Contribution. Notwithstanding paragraph 6 above, if such person or entity does not agree to
42 be bound by and to use the remainder of the Property as open space in accordance with
43 Paragraph 2 above, then the Town of Blue River shall reimburse the Contribution to the Grantor,

1 together with interest calculated as provided in paragraph 4 above, within thirty (30) days after a
2 written request for a refund is made by either Grantor.
3

4 8. Subject to paragraph 5 above, in the event that the Town of Blue River sells,
5 trades or otherwise conveys the Property, or any portion thereof, to another person or entity, and
6 receives real property in exchange for the Property, the Grantors will not be limited in their use
7 of any real property received in the trade by any language contained in this Agreement.
8

9 9. This Agreement shall be binding upon and inure to the benefit of the Parties, their
10 successors and assigns. No third party beneficiaries are created or intended to be created by this
11 Agreement whatsoever.
12

13 10. The County will cause an executed copy of this Agreement to be recorded in the
14 Summit County Clerk and Recorder's Office.
15

16 11. This Agreement may be modified or amended only by a duly authorized written
17 instrument executed by the parties hereto.
18

19 *[Signature Pages Follow]*
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IN WITNESS WHEREFORE, this Agreement is entered into the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

Tamara Pogue, Chair

ATTEST:

Taryn Power, Clerk and Recorder

1 TOWN OF BLUE RIVER

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Nicholas Decicco, Mayor

6

7 ATTEST:

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12 _____
Michelle Eddy, Town Clerk

13

1 TOWN OF BRECKENRIDGE

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Kelly Owens, Mayor

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8 ATTEST:

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11

Helen Cospolich, Town Clerk

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13

EXHIBIT A

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Lot 416, Coronet Subdivision – Blue River Estates, Inc., according to the plat filed July 27, 1965
under Reception No. 102530, County of Summit, State of Colorado

EXHIBIT B: USES PERMITTED

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- Open Space
- Open Space Accessory Uses such as Trails, Signs, Trailheads, Trailhead Parking, Trail Portals
- Wildfire Mitigation and Forest Health Management
- Restoration & Stabilization of Historic Structures Existing On-Site
- Mine Reclamation and Clean-Up

**PURCHASE AND SALE AGREEMENT
LOT 416, CORONET SUBDIVISION – OPEN SPACE PROPERTY**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”), dated _____, 2024, is by and between the Board of County Commissioners of Summit County, Colorado (the "County") and the Town of Breckenridge ("Breckenridge" or “Town of Breckenridge”), a municipal corporation of the state of Colorado, collectively “**Seller**” or “**Sellers**” and the Town of Blue River (“Blue River” or “Town of Blue River”, the “**Purchaser**”), a municipal corporation of the state of Colorado, referred to collectively as “**the Parties**”.

RECITALS

WHEREAS, the Sellers are the owners of the following real property:

Lot 416, The Coronet Subdivision – Blue River Estates, Inc., Town of Blue River, According to the plat recorded July 27, 1965 under Reception No. 102530, County of Summit, State of Colorado.

(the “**Property**”); and

WHEREAS, Purchaser desires to acquire the Property from Seller, and Seller agrees to sell the Property to Purchaser, all as more fully set forth hereafter, and;

WHEREAS, the parties have entered into an Intergovernmental Agreement concerning, among other things, the use and management of the Property as open space; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, an undivided 100% interest in the Property for the total purchase price of three hundred six thousand two hundred fifty dollars (\$306,250.00) (the “**Purchase Price**”). Upon payment of the Purchase Price at Closing, Seller shall provide Purchaser with a special warranty deed conveying an undivided 100% interest in the Property. The form of the deed shall be reasonably acceptable to Seller’s and Purchaser’s attorneys.
2. **Closing.** Closing shall occur on December 12, 2024 at the Breckenridge, Colorado office of Land Title Guarantee Company (“**LTGC**”), or at such other date and location as mutually agreed by the Parties.
3. **Condition of Property.** The Property shall be delivered in the condition existing as of the date of this Agreement and Seller makes no warranties regarding such condition.
4. **Title Insurance.** Purchaser shall obtain, at its cost, any title insurance insuring the real property interest to be acquired by Purchaser pursuant to this Agreement.

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

6. Subsequent Modification; Assignment. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. This Agreement shall not be assignable by Purchaser without Seller's prior written consent.

7. Governmental Immunity Act. The Parties understand and agree that the Seller and the Purchaser are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or any other law, protection or limitation otherwise available to the parties and to their respective officers, agents, fiduciaries, representatives and employees.

8. Effective Date. This Agreement is effective the date first written above.

[Signature Pages Follow]

SELLERS

Board of County Commissioners of Summit County, Colorado

By: _____
David Rossi, County Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, David Rossi, as County Manager of Summit County, Colorado.

My commission expires _____, _____. Witness my hand and official seal.

Notary Public

Town of Breckenridge

By: _____
Shannon Haynes, Town Manager

STATE OF COLORADO)
)
County of Summit)

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

My commission expires _____, _____. Witness my hand and official seal.

Notary Public

PURCHASER: Town of Blue River, Colorado

By: _____
Michelle Eddy, Town Administrator

STATE OF COLORADO)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Michelle Eddy as Town Administrator of the Town of Blue River, Colorado.

My commission expires _____, 20 _____. Witness my hand and official seal.

Notary Public

Memo

To: Town Council
From: Shannon Smith, Town Engineer
Date: 11/20/2024 (for 11/26/2024)
Subject: Public Projects Update

Stephen C. West Ice Arena Entrance Repairs

The area in front of the main entrance to the Stephen C. West Ice Arena has had substantial heaving in the winter due to the interface of heated concrete and unheated asphalt, and the infiltration (and subsequent freezing) of water through the cracked concrete and into the subgrade. The repair work has been completed to replace the concrete, a trench drain was installed and modifications to the sidewalk grades were implemented to improve the drainage and address accessibility to the facility entrances.

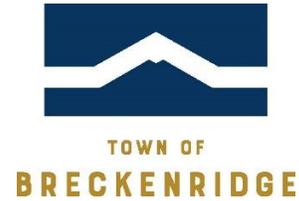
The heated concrete was reinstalled to protect the safety of the patrons of the facility. No salt or sand can be used in this area due to risk of tracking it into the building and rink. A small section of heated concrete sidewalk was added, connecting to the existing heated concrete to the west parking lot, due to differential heaving and cracking in this location making the route inaccessible per ADA standards in the winter.



Concrete was poured at the ice rink entrance. The entrance is now ADA compliant and features a trench drain.

Budget:

Project Funding	
2024 CIP	\$350,000



Memo

To: Town Council
From: Matt Hulsey, Assistant Public Works Director
Date: 11/20/2024 for 11/26/2024 work session
Subject: Mobility Update

Summary

Green route – Staff have been working through the details to bring the Green route to the stop at Vista Verde 2 as the property is leasing up. It has been our intention to begin servicing this stop in the spring of 2025 when we switch to summer route service, which is when we have lower demand on our buses. In addition, the expected arrival of two new buses will allow us to allocate a second bus to the Green route, bringing 20-minute headways. The reasoning behind not making this change right away is largely based on the winter demands placed on our current available rolling stock and the timetable that would be required to service Vista Verde 2 without discontinuing service at other stops along the route. Currently, the route is run with a single bus on a 30-minute headway (how often the bus is at each stop). If we were to add this stop to the timetable, we would need to change the route so that it no longer stopped on Valley Brook at Airport Road (Timberline), the Rec Center, or Pinewood Village (City Market) stops.

Of the over 8,000 riders in the past 45 days, over 5% have gotten on/off at Timberline, we believe servicing the early childhood centers and Upper Blue Elementary, a small number is getting off at the Rec Center, and almost 5% are getting off to go to City Market from Pinewood Village. While there is an alternate option for these riders to transfer at the station to the Yellow/Grey route, we believe this may negatively impact rider experience and decrease ridership.

We have measured the walking distance from the bus stop at Vista Verde 1 to the furthest building at Vista Verde 2 at just over 1,700 feet. This distance is above our desired walking distance of 1,320 feet to a Free Ride stop so we understand the importance of bringing transit closer as soon as our rolling stock allows.

With this data, it is staff's recommendation to keep the Green route on the current path it is on until we have an additional bus to add to this route. When this occurs, riders will see the bus every 20-minutes and it will add the Vista Verde 2 stop to the current route. In addition, we have seen strong ridership on Tiger Road, with the Nordic Center seeing almost 5% of total riders boarding/alighting, and the Loge at over 10%.

Bus to Work Day 2024 – As we've done for a few years, Bus to Work/Anywhere Day will be held on December 10th. We will have the transit center Grande room stocked with coffee and donuts for riders from 7am to 9am. We invite Council members to stop by with our Free Ride leadership team to say "Hi" and hand out donuts to both riders and our drivers. While we will have already surpassed 1 million riders by this date, we will be celebrating with some gift card giveaways for a few lucky riders.

Upper Warriors Mark Shuttle – Service begins November 27th, with the same hours of 8am-8pm and the same contractor as last year, which was the only bid received.

1

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Snowstang Launch – Service begins December 14th, with 25% off tickets in the month of December. A full-price round trip ticket remains at \$25, riders can select a one-way ticket for \$12.50. The service will run Saturdays, Sundays and holiday Mondays through May 11th, 2025.

Green Commutes Challenge – Mobility staff are rolling out an internal, Town staff Green Commutes Challenge beginning on December 1st, running through April 30th, 2025. The goal of the program is to encourage staff to think about their daily commutes and make a decision to utilize any method outside of a single occupancy vehicle. We will ask employees to record their commutes on a form in their work location and will recognize anything from walking to carpooling with 2 or more. For every Green Commute, the individual will be entered into a raffle to win gift cards and prizes at the end of each month. Additionally, we will double entries on high volume “red flag” days to entice a little further for the Green Commute decision.



Memo

To: Town Council
From: Sustainability Staff
Date: 11/26/24
Subject: Sustainability Update

Materials Management

Plastics Enforcement

Staff continues to complete spot audits weekly providing education and technical assistance and issuing final warnings. Businesses continue to ask about using PHA (Cellulose Acetate) straws which are produced using plant feedstocks including byproducts from Agave and Sugarcane. These straws are prohibited under the definition of Plastic in the Plastic Pollution Reduction Ordinance.

State of Recycling Report

Eco-Cycle and CoPIRG released the 8th annual State of Recycling and Composting report. The report shows that our state has seen slight waste reduction despite a growing population, though our recycling rate has stayed stubbornly low. The report also shows that we have tremendous opportunity to build on the organics diversion programs in the state to reduce a significant amount of material going to landfills and build local circular organics economies in the state. [The executive summary and full report can be accessed here.](#)

BOGO Reusable Bag Sales

Businesses can stock up on Breckenridge reusable bags in advance of the holidays with our BOGO sale happening now through November. Buy any number of cases (qty 100) and get the same number for free. We're offering this deal to make room for our 4th edition bags arriving soon. Pick up at Public Works Tuesdays and Thursdays from 1pm-5pm. For more info, visit [Breckenridge Reusable Bags | SustainableBreck.](#)

Mobility

E-Delivery Program

The first two weeks of operations have gone smoothly, and 106West has doubled the number of participating distributors from the initial six to 12. The program is currently removing an average of 33 delivery trucks per week out of the downtown core. Staff plans to attend the 12/4 Breckenridge Restaurant Association meeting to solicit feedback from restaurants on how the first few weeks of the program have been going.

E-Ride

The Town received notice of award of a \$500,000 grant from the Colorado Energy Office to help fund the e-bikeshare program. Staff is still working through a revised scope and project timeline with the CEO, but it is expected these funds would be used to help offset the program operating costs over the next two years.

Climate Action

Direct Repayment – Inflation Reduction Act

The Inflation Reduction Act introduced expanded tax credits for clean energy technologies. The new provisions enable tax exempt and governmental entities to take advantage clean energy projects through a program called direct pay. The Town is able to receive payment equal to the full value of tax credits on a variety of projects including solar, battery storage, EV charging infrastructure, and purchases of EVs for government fleet vehicles. The Town will receive \$393,000 in direct repayments for the Tennis Solar, EV fleet purchases, and new chargers installed in 2024.

Electrify Breck

The [Energy Smart program](#) is a longstanding residential energy efficiency program geared at providing low-cost home energy assessments and retrofit rebates for properties located in Breckenridge. In recent years, rebate offerings have reflected the growing interest in beneficial electrification, providing incentives for appliance fuel switching and other upgrades. Paired with rebates from Xcel Energy and tax credits through the Inflation Reduction Act, the incentives for electrification are unprecedented.

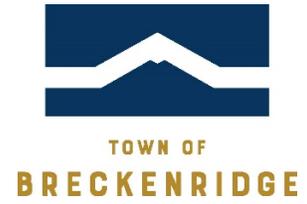
The 2024 budget included \$75,000 for rebates earmarked for large-scale electrification projects. Midway through the year, no projects had been proposed. Considering the success of the Solarize Summit program over the past five years, staff collaborated with HC3 to design an electrification pilot program that mirrored the characteristics of Solarize Summit including bulk-buy discounts, streamlined administration, grassroots marketing, and community incentives. From this, the Electrify Breck pilot was born. Initially, there were eight projects available for the 2024 pilot with additional funding proposed in the 2025 budget. Staff focused the pilot on the Wellington and Lincoln Park neighborhoods because homes were built to a similar size with similar heating systems. Three projects are under contract and are being installed in 2024. Based on lessons learned, staff will work with the installer and HC3 to ensure a streamlined and efficient program for 2025. In addition, the program will leverage additional funding expected from Xcel Energy, the Colorado Home Energy Rebate Program (see below) and other beneficial electrification resources in 2025.

Colorado Home Energy Rebate Program (HEAR)

At the end of October, Colorado launched the first phase of the Home Electrification and Appliance Rebate (HEAR) program through the Colorado Weatherization Assistance Program (WAP). This program was authorized by the Inflation Reduction Act. This will bring ENERGY STAR certified electric heat pumps for heating and cooling to more households receiving services through the Weatherization program.

Weatherization services are always provided at no cost to clients. Low-income households interested in receiving weatherization services can learn more and apply on the [WAP webpage](#). Eligible households can apply for WAP online or contact their local weatherization service provider for assistance. For Breckenridge, the local weatherization service provider is NWCCOG.

The Colorado Energy Office continues to make updates to [their website](#) for wider program availability in 2025.



Memo

To: Town Council

From: Alex Stach, Open Space & Trails Coordinator

Date: 11/20/2024 (for 11/26/2024)

Subject: Open Space & Trails Update

Enclosed please find draft BOSAC meeting minutes from November 18, 2024. Staff will be present to answer any questions.

I) CALL TO ORDER

Nikki LaRochelle called the November 18th, 2024, regular meeting of BOSAC to order at 5:33 pm. Other members of BOSAC present were David Rossi, Bobbie Zanca, Chris Tennial, Krysten Joyce, Matt Powers, and Town Council liaison Jay Beckerman. Staff members present were Shannon Haynes, Scott Reid, Mark Truckey, Tony Overlock, Alex Stach, and Duke Barlow. Katherine King from Summit County Open Space (SCOS), was also present. Town Council members present included Dick Carleton, Todd Rankin, Steve Gerrard, and Todd Rankin. Mayor Kelly Owens was present. Members of the public: Jeffery Bergeron. Jennifer Cawley and Kelly Ahren were present virtually.

II) APPROVAL OF MINUTES

A) BOSAC REGULAR MEETING – October 21st, 2024

The minutes were approved with an addition from Matt Powers regarding the importance of partner collaboration in the Signage Workplan.

III) PUBLIC COMMENTS

N/A

IV) BOSAC AND TOWN COUNCIL JOINT MEETING TOPICS

a. MCCAIN PARCEL PLANNING

BOSAC and Town Council members discussed ideas and thoughts regarding programming at McCain open space parcels, including the potential for a river trail and natural gathering spaces. Ms. Zanca had a few questions regarding the realignment of the Rec. Path to which Ms. Owens replied that the Council's main objective with the realignment was to avoid the Fairview roundabout crossing on Highway 9. There was also some back and forth between BOSAC and the Council pertaining to the various tracts in the McCain and how each of those would be used. Mr. Beckerman explained the reasoning for a smaller park closer to the housing units at Tract 15. There was a general discussion between all participants regarding the flexibility of programming in Tract 10B (the river corridor) and how this tract might function during high water & runoff events.

Mr. Tennial thanked Council and staff for all the progress that's been made on this property throughout the time he's served on BOSAC. Mr. Tennial felt that the open space tracts should primarily be left alone for conservation/restoration purposes. He stated he felt this area did "not need much programming... maybe some basic dirt trails and river access." He also this felt area had the potential to be the defining open space for visitors and residents as they enter town from the north. Ms. Zanca felt similarly stating the tract might be best served as "accessible open space that isn't riddled with paths/trails." Mr. Gerrard stated he felt it was important to have a natural surface trail behind the various housing/school tracts and along the river, also reminding everyone that the creation of social trails from these tracts is inevitable and that staff should try their hardest to contain this use. Ms. LaRochelle asked about the feasibility of constructing both hard and soft surface trails "inside of the flood plain." Staff replied it would be possible, but would require some creative solutions including hardening of specific trail elements. Mr. Powers mentioned the touchpoints included in the initial site renderings and felt that those were an important amenity and should be revisited. Mr. Powers also expressed concerns with the area's ability to withstand heavy use and questioned the importance of another playground in the area. Mr. Powers felt that staff should retain the "wide open feeling and view corridor... to preserve it as natural." He also stressed he felt there should be no recreational use on the western side and that good design would discourage people from abusing the parcel. Mr. Powers suggested limiting mountain bike use if we were to create a soft surface trail within the river corridor. Ms. Joyce stated "I think we are all pretty aligned" and she also felt that it's going to be important to have an official trail on the river. Ms. Joyce mentioned that "Tract 8 should stay natural but

leave potential for a few trails.” Ms. Joyce mentioned river parks in the Aspen area as potential inspiration for the touchpoints and encouraged more gathering spaces, referencing Carter Park and suggesting “open field spaces for gathering and playing.” Ms. Joyce also asked about how the skier parking area would operate in the summer, to which Council members replied that there hadn’t been a decision made regarding summer use. Mr. Rossi brought up that there really isn’t much recreational opportunity/access on this side of Highway 9 and wondered about the potential for trail connectivity, mentioning pedestrian bridges and crossings that would help limit degradation on the McCain parcel. Mr. Rossi also discussed the current layout of Tract 8, noting that it is still in a transitional phase and may not become a lush area. Mr. Beckerman mentioned the pros and cons of an asphalt surface for the proposed trail within the river corridor. The possibility of a hardened trail within the dynamic floodplain was discussed further, with the consensus being that it needs to be designed to withstand flooding and maintain sustainability. The group also all acknowledged the need to direct people to specific areas to avoid the creation of social trails. Ms. LaRochelle stated that the parcel is relatively flat, especially compared to our other open space properties which might motivate staff/BOSAC to consider programming that would be friendly for all trail users, while also wondering about a potential small Nordic area.

Ms. LaRochelle asked the Town Council members present for their opinion on the McCain open space programming

Mr. Carleton agreed with a majority of the BOSAC members stating that we should “leave it natural” and encouraged parks and programming closer to homes. He felt the river corridor should be focused on hikers and angler recreation while also encouraging touchpoints, stating “the idea of gathering places is intriguing.” Mr. Rankin agreed saying that BOSAC’s opinions “cements a lot of Town Council feelings about the parcel. He also encouraged staff to consider a wildlife study on the western boundary of the property which could lead to future trail connections to the Peaks Trail, Barton Trail, Siberian Loop, etc... Mr. Gerrard felt the most important thing to remember when planning for McCain is to “remember where the river overflows... most of it goes in Tract 10B.” Mr. Gerrard encouraged staff to anticipate what type of programming they’ll need there and that the general public might not understand the overflow.

Ms. Owens felt the next steps would be to work with the ERC to see what the best course of action is for either soft or hard surface trails in Tract B. Ms. Owens felt reluctant to pave said trail section and stated “If we are going pave it let’s make it sure it’s an All-Persons Trail.” Ms. Owens echoed other committee members and the Council that connectivity to other trails and public lands is a high priority for this area.

b. SIGNAGE WORKPLAN

Mr. Barlow explained the Signage Workplan concept and provided some background on our consultant, MERJE, the work they’ve completed so far, and the timeline for the remainder of their contract.

Some members from BOSAC and the Town Council expressed concerns about the lack of creativity in ERs designs and the need for better wayfinding. They also discussed the importance of coordinating with Summit County Open Space and the Forest Service for consistency across the trail network. Both BOSAC and the Council representatives agreed on the need for simpler signage and the potential for unique features like etiquette signs. The conversation ended with a discussion about the need for better communication and contact information on the trails.

Ms. Joyce asked about the final deliverables and how the presentation went for the Town Council. Ms. Owens replied that it was a similar discussion to the BOSAC meeting and the conversation they were all having now. The Council encouraged fewer signs and reducing clutter. Mr. Rossi stated the Wayfinding Analysis and Schematic Design really only provided “one concept with three variations... hoping we could get a little more creativity.” Mr. Rossi also wonders how practical replacing every sign would be “There’s over 500 posts. A phased approach will be key.” Ms. Joyce encouraged a focus on signs “beyond the trailhead” and that “wayfinding at the intersections needs to be better.” Ms. Joyce also felt the existing

etiquette signs are cool and that MERJE should encourage them. Ms. Zanca hopes the next draft of the Wayfinding Analysis and Schematic Design will focus more “on the details and where the signs are going to go.” Ms. Zanca echoed the sentiment that “having all the partners on board is key.” Ms. LaRochelle encouraged consolidation and asked “Where do we really need our logos?”

Mr. Gerrard mentioned that he felt a different color scheme or design for Cucumber Gulch Preserve was unnecessary to which Ms. Owens agreed. Mr. Powers asked Ms. King about SCOS’s meeting with MERJE, to which Ms. King replied that the first renderings that focus on the Town of Breck logo/design are misleading, stating “the natural assumption from the public will assume it’s not a collaborative effort. Signs should recognize the partnerships.” Mr. Truckey wanted to confirm that the Summit County Open Space & Trails are okay with proposed changes happening to signs on jointly owned trailheads. Ms. King replied “As long as we agree on and can make plans to roll it out. And maintain it. Yes, we are on board.” Ms. Zanca reminded everyone that logos referencing the agency that owns the property can help trail users inform and contact the correct land managers, which is important in a safety or trail condition related incident.

V) STAFF SUMMARY

- A) Field Season Update**
- B) Naturalist Update**
- C) Golden Horseshoe Oversight Committee**
- D) Camp Hale Continental Divide National Monument**
- E) Quandary Shuttle Turnaround**
- F) Recreation Access Management Initiative**
- G) Forest Health Update**
- H) Wellington Oro Treatment Plant**
- I) Blue River Bike Park**
- J) Tony Mine**

VI) OPEN SPACE DISCUSSION

Colorado Fourteeners Initiative (CFI) Grant

Mr. Barlow explained the reasoning for requesting an amended grant application from CFI for a more conventional request. The initial request was rejected due to concerns about the suitability of the use of open space funds. The amended grant request, of \$10,000, focused on construction and maintenance of the Blue Lakes Trail. There were concerns about CFI’s incorporation of BOSAC’s original feedback and the potential for the grant to be used for an economic impact study. BOSAC agreed to fund the grant, with the feedback that CFI should focus the funds on trail construction and maintenance and not an environmental impact study. Katherine King stated that CFI should also be reminded to work carefully with Colorado Springs Utilities and the Forest Service to ensure the Blue Lakes Trail alignment meets the needs of both land managers.

BOSAC unanimously support the CFI grant with a vote of 7/0.

Quandary and McCullough Shuttle Report

Mr. Barlow provided a quick summary of the 2024 Quandary and McCullough Shuttle Report. BOSAC members praised the County’s efforts on the overall concept of the shuttle program and the quality of the report.

Concerns were raised about the shuttle system, with a suggestion to improve staffing or have an extra shuttle at peak times. BOSAC members discussed the shuttle and reservation system in general, noting that people were getting the hang of it and satisfaction was slightly higher. The possibility of permanent restroom facilities was mentioned, with a focus on improving infrastructure. The team also discussed the Camp Hale Continental Divide National Monument, expressing enthusiasm for the thorough scrutiny of the planning efforts. Ms. Joyce felt it was concerning for users to wait an hour and a half for a shuttle, to which Ms. King explained some of the staffing and vehicle challenges with the shuttle contractor.

Mr. Powers asked about who was responsible for paying the shuttle subsidies, to which Mr. Barlow replied “It is split 50/50... and that the trailhead itself is owned jointly, along with all amenities.” Ms. Zanca asked about McCullough Gulch and why we are seeing fewer users each year. Ms. King replied “It has continued to drop since the parking and shuttle program was implemented. Quandary is its own experience so that’s why we aren’t seeing a decrease there. Mr. Tennal wondered how far away are these trailheads from the correct level of infrastructure/amenities. Mr. Barlow replied, “Volpe’s final action recommendations coming up next meeting.”

VII) COUNCIL MATTERS RELATED TO OPEN-SPACE TOPICS

Mr. Beckerman summarized important updates from the last Town Council meeting including the annual Summit County Forest Health Update. He spoke briefly on the Runway Housing project and how that affects overflow skier parking. Mr. Beckerman also stated there was discussion about what will happen with the parking area in the summer, with the Town Council still deliberating on the best use for the parking lot.

VIII) OTHER MATTERS RELATED TO OPEN-SPACE TOPICS

N/A

IX) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Ms. LaRochelle, and Ms. Zanca seconded it. The November 18th, 2024 regular meeting of BOSAC ended at 7:28 PM.

The next regular meeting of BOSAC is scheduled for December 16th, 2024.

Nikki LaRochelle, Chair



Memo

To: Town Council
From: Helen Cospolich, Director of Municipal Services and Community Outreach
Date: 11/19/2024 (for 11/26/2024 worksession)
Subject: Committee Reports

Town Council Goals (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

The attached Committee Reports serve as general updates for the Council's reference. The following committees are included for this meeting:

Breckenridge Social Equity Advisory Commission – Flor Cruz

Background

Committee Reports are included as required by each committee.

Public outreach/engagement

Public outreach is conducted as needed by each committee.

Financial Implications

Financial implications, if applicable, are included in each committee report.

Equity Lens

The Equity Lens is applied to all Town-run committees.

Staff Recommendation

No action is required by Council. This is informational only.



TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission

November 18, 2024, 7:30am

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

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

I. Call to Order

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

Roll Call

Present: Isaura Cirillo, Jotwan Daniels, Ujala Vatas, Jordan Burns, June Walters, Laurie Moroco

Virtual: Silvia Vicuna, Carol Saade, Tahja Grier

Absent:

Discussion/Approval of Agenda

Motion to Approve: Commissioner Walters, Seconded: Commissioner Vatas

Discussion/Approval of the Minutes

Motion to Approve: Commissioner Walters, Seconded: Commissioner Vatas

II. Staff Summary

i. Mexican Consulate Update

Flor Cruz updated the Commission on the Mexican Consulate event where over 500 documents were issued to an estimated 480 attendees, most of whom were local to Summit County. Cruz stated that the event was highly successful and well-received by the community. She also stated the atmosphere was welcoming, and attendees expressed gratitude for the support provided. The primary focus of the event was on improving access to essential documents for community members. Chair Burns expressed interest in making the event an annual occurrence. Flor Cruz and Commissioner Vicuna thanked the volunteers and Commissioners for attending, supporting, and creating a great atmosphere for everyone involved.

ii. ADA Transition Plan Update

Flor Cruz provided an update on the ADA transition plan that the Town Council has agreed to adopt and implement. While there is no established timeline for the next steps, work is underway to develop a clear plan of action. Cruz also stated that as the process progresses, updates will be shared, and feedback from the Commission will likely be requested.

III. Presenters

i. Josh Lapp, Designing Local - Arts Master Plan Consultant

Josh Lapp with Designing Local presented on the Town's Art and Culture Master plan. Lapp stated that the plan aims to enhance access to arts and culture, support the creative economy, and safeguard cultural assets. Lapp provided an update on the timeline and engagement methodologies planned for the creation of the Town's Art and Culture Master Plan. He also highlighted that engagement with the community is a critical component of the planning process, ensuring the final plan reflects the needs and desires of residents. During the update, Lapp shared that the committee has planned event pop ups, focus groups, webinars, and surveys to gather community feedback. Lapp also shared the possibility for community partnerships to host stakeholder conversations.

The Commission recommended moving the timeline for community engagement and feedback past the winter season. Chair Burns recommended attending the Town Party and Commissioner Grier recommended attending the Ten Mile Pride event. Commissioner Walters stated that Breckenridge has a variety of different community members and visitors based on the time of year and suggested gathering feedback throughout the different seasons to ensure all types of seasonal populations were included. Commissioner Cirillo suggested partnering with the Breckenridge Ski Resort to gather information on visitor numbers and busy times for the community. Flor Cruz recommended partnering with employers to host conversations and speak with community members while at work to reduce the number of events they must attend. Cruz also suggested partnering with the Summit School District for both student and parent's feedback. Chair Burns highlighted the importance of including youth and finding ways to include high school students.

Josh Lapp asked the Commission for feedback on good equity approaches and questions that should be asked during the community feedback and engagement phase. Chair Burns suggested asking accessibility and barriers questions. Commissioner Grier recommended questions centered around representation. Flor Cruz highlighted the importance of trust and giving people the opportunity to stay anonymous. Lapp also stated that surveys will be available in English and Spanish with the ability to choose a language. The translation would be specific to each language and not a word-by-word translation, which will allow the reader to have a clear understanding of the questions. The Commission suggested adding a French option as well.

ii. Tessa Breder, Senior Director of Community Affairs BTO - Welcoming Initiatives

Tessa Breder shared updates on Breckenridge Tourism Office's initiatives related to community affairs and stewardship efforts. Tessa stated that the Community Affairs and Services committee has been exploring the concept of a welcoming community, resulting in a working definition that emphasizes safety, respect, inclusivity, and a sense of belonging for all residents. This definition also highlights the importance of collective efforts to integrate newcomers and make them feel valued.

Breder stated that one key initiative identified is the implementation of AIRA, a visual and ASL interpretation service widely used in state facilities across Colorado, as well as at major institutions like the Smithsonian and sporting arenas. The service is intended to improve accessibility and inclusiveness in Breckenridge, aligning with the community's welcoming values. Tessa shared two brief videos that explained AIRA's services.

Tessa Breder shared the idea of implementing AIRA and geofencing town-wide, making it available to both residents and visitors. Breder stated that Breckenridge would be the first destination worldwide to implement such services town-wide, integrating accessibility into various attractions, restaurants, and historic sites. Breder highlighted the potential benefits, such as improving communication for individuals at restaurants and supporting visitors like those attending BOEC programs, Wounded Warriors, or the Hartford Ski Spectacular. Breder also noted the importance of addressing the gap in training available for frontline employees to accommodate individuals with disabilities, emphasizing the value of creating assistance tools for both guests and staff.

The Commission expressed support for the initiative and Breder agreed to keep the Commission updated as the initiative proceeds.

IV. Social Equity Discussion

i. 2025 Meeting Schedule

The Commission discussed the 2025 meeting schedule and decided to change meetings to every third Wednesday of the month at 5:30pm, starting January 15th, 2025.

ii. Resolution In Support of Immigrants

Flor Cruz shared an example of a resolution in support of immigrants in Summit County from Town Council in 2017. Cruz stated that Town Council and Town Leadership would like feedback on how and when to express support beyond a resolution.

Shannon Haynes, Town Manager, emphasized the importance of moving forward with tangible actions beyond a resolution adopted by the Town Council. Town Manager Haynes updated the Commission on previous conversations with Town Council members around immigration. She stated that while previous efforts by Mountain Dreamers included forums and open houses to support community members, the current lack of clarity makes it difficult to plan similar sessions without increasing fear or worry. Town Manager Haynes also stated that as part of the conversation they discussed the role and policies of local law enforcement regarding ICE operations. Town Manager Haynes confirmed that local law enforcement does not assist ICE, adhering to state laws and long-standing positions. She asked if hosting a meeting with local law enforcement leaders, partner organizations like Mountain Dreamers and FIRC, and the Commission to educate the public about law enforcement policies and practices would be beneficial.

The Commission agreed that a forum or meeting would be beneficial to the community. Commissioner Cirillo expressed the importance of educating the immigrant community in general law enforcement procedures like traffic stops because these differ greatly country to country. Commissioner Daniels stated that it is important to inform community members of their rights and procedures each institution adheres to. Commissioner Daniels also highlighted the importance of educating staff as well. Commissioner Grier suggested a community-wide

approach and to provide tools for all community members who might witness or hold a supportive role in the community. Commissioner Vicuna recommended a virtual option and an in-person meeting which would allow for a safe space to ask questions. Commissioner Vicuna highlighted the importance of educating past our local law enforcement policies and ensuring community members know what to do across the state.

Council Member Carol Saade asked the Immigration Rights and Advocacy subcommittee to move forward with the discussion in their next meeting and create a plan for future steps.

Flor Cruz asked the Commission to share the “I am Summit” videos which speak to the local support for immigrant community members who are doing great things for Summit County. Cruz also asked that everyone express their love, care, and gratitude for community members around them because this kind of messaging is most important during times of uncertainty and unease.

iii. Indigenous Land Use Acknowledgement Discussion

Flor Cruz shared that Larissa O’Neil from Breck History will reach out to Ernest House to move forward with building relationships with Tribal Council members. She stated that Ernest has not responded, but hopes Larissa receives a response. Chair Burns suggested sending a letter to the new Tribal Council to introduce the Commission and express gratitude for their work and continuous land preservation.

V. Subcommittee Updates

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

Chair Burns asked the group to see the subcommittee meeting notes in the agenda packer for updates.

Civic Engagement

Commissioner Daniels shared that the subcommittee approved a grant for Early Childhood Options who requested funding to purchase translation devices.

Immigration Rights and Advocacy

**The subcommittee will meet on Friday November 22nd.*

VI. Upcoming Council Items

Deputy Town Manager Reid asked the Commission if they had any questions on the upcoming council items from the agenda packet. There were no questions.

VII. Upcoming Agenda Topics

VIII. Other Matters

i. Commissioner Walters shared that at the last Breckenridge History Board of Directors meeting, Flor Cruz presented the Equity Lens, and the board expressed unanimous appreciation for the value and impact of the presentation. Commissioner Walters highlighted the importance of embracing and articulating the Equity Lens within Commissioner’s respective organizations.

IX. Public Comment (Non-Agenda Items)

There was no public comment.

Chair Burns adjourned the meeting at 9:03am.



TOWN OF
BRECKENRIDGE

October 31st, 2024

Department of Finance

Executive Summary

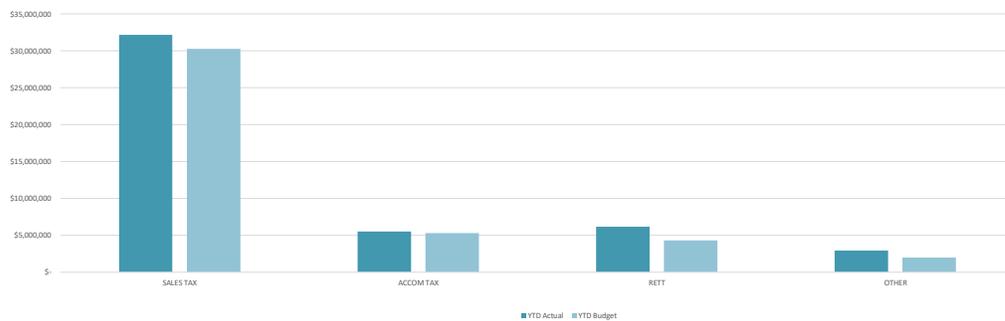
October 31, 2024

This report covers the 10 months of 2024. October is largely reflective of September tax collections

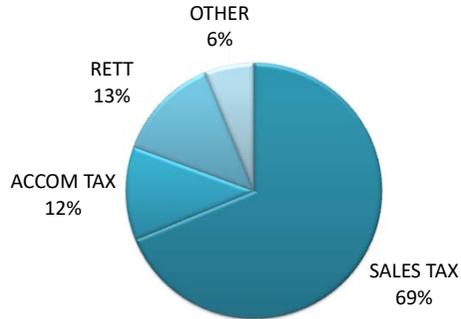
Overall, we are approximately \$4.9M above 2024 budgeted revenues in the Excise fund and \$1.1M ahead of prior year. Sales tax is currently \$1.9M over YTD budget, and flat in comparison with prior year. Accommodations tax is ahead \$.2M in comparison with YTD budget and \$.2M behind of prior year. Real Estate Transfer Tax is ahead \$1.8M in comparison with YTD budget and ahead \$.8M in comparison with prior year.

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

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 32,174,152	\$ 30,250,000	106%	\$ 35,700,000	\$ 32,189,820	\$ 36,424,495
ACCOMMODATIONS TAX	5,533,775	5,300,000	104%	6,000,000	5,695,921	6,314,016
REAL ESTATE TRANSFER	6,165,925	4,300,000	143%	5,000,000	5,342,015	6,225,510
OTHER*	2,909,322	1,991,173	146%	2,352,953	2,388,101	2,979,403
TOTAL	\$ 46,783,173	\$ 41,841,173	112%	\$ 49,052,953	\$ 45,615,857	\$ 51,943,424

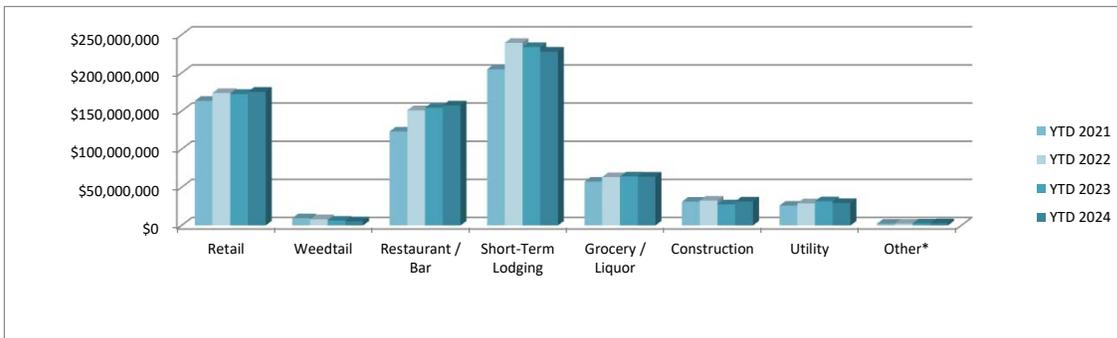
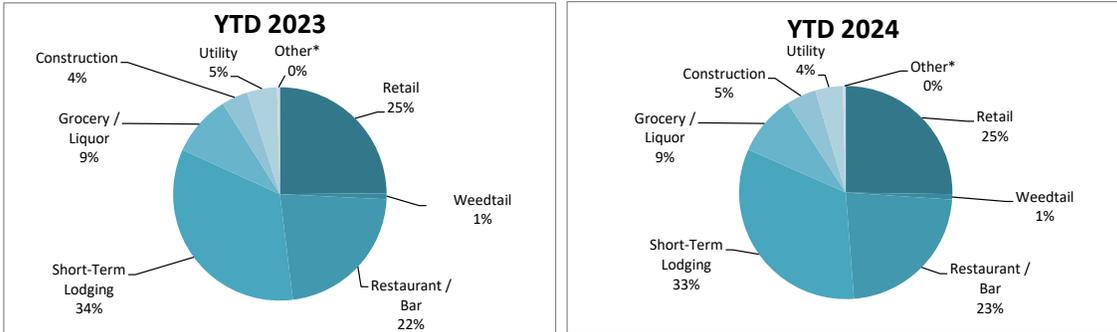
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics: September 2024

Net Taxable Sales by Industry-YTD

Description	YTD 2021	YTD 2022	YTD 2023	2023		2023/2024		2024
				% of Total	YTD 2024	\$ Change	% Change	% of Total
Retail	\$163,412,209	\$173,811,856	\$172,505,714	24.87%	\$175,346,518	\$2,840,805	1.65%	25.26%
Weedtail	\$9,549,525	\$8,196,404	\$6,391,208	0.92%	\$5,480,428	(\$910,780)	-14.25%	0.79%
Restaurant / Bar	\$123,259,525	\$151,045,437	\$154,325,596	22.24%	\$157,591,782	\$3,266,186	2.12%	22.71%
Short-Term Lodging	\$204,657,060	\$239,430,358	\$234,024,408	33.73%	\$227,892,412	(\$6,131,996)	-2.62%	32.84%
Grocery / Liquor	\$57,496,966	\$63,548,836	\$64,248,270	9.26%	\$64,080,125	(\$168,145)	-0.26%	9.23%
Construction	\$31,259,155	\$32,510,207	\$27,814,222	4.01%	\$31,395,008	\$3,580,786	12.87%	4.52%
Utility	\$26,021,645	\$29,036,837	\$31,712,419	4.57%	\$29,377,860	(\$2,334,559)	-7.36%	4.23%
Other*	\$2,344,511	\$2,316,281	\$2,743,987	0.40%	\$2,870,626	\$126,639	4.62%	0.41%
Total	\$618,000,595	\$699,896,216	\$693,765,823	100.00%	\$694,034,758	\$268,936	0.04%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



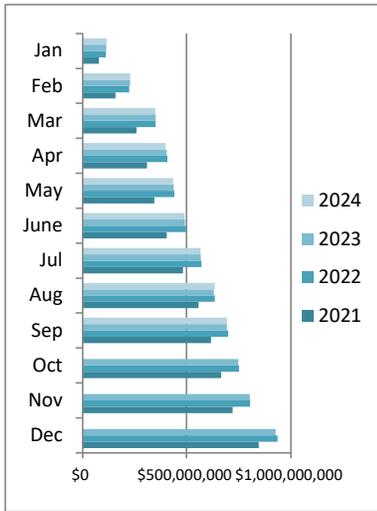
New Items of Note:

- September YTD net taxable sales are currently ahead of YTD September 2023 by .04%.
- For September YTD 2024, there were increases in Restaurant/Bar (2.12%), Construction (12.87%), and in Retail (1.65%), and a decline in Weedtail (-14.25%), Short-Term Lodging (-2.62%), Grocery/Liquor (-.26%) and Utilities (-7.36%), compared to September YTD 2023.

Notes:

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

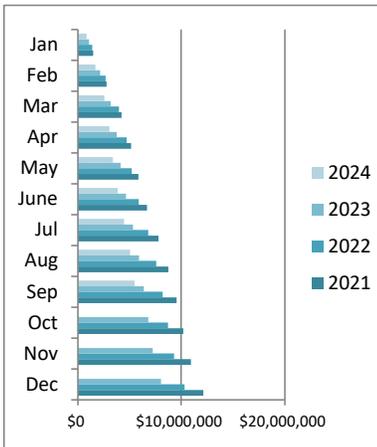
Net Taxable Sales by Sector-Town of Breckenridge Tax Base



Total Net Taxable Sales					
	2021	2022	2023	2024	% change from PY
Jan	\$79,027,402	\$113,610,708	\$115,046,404	\$115,282,696	0.21%
Feb	\$79,746,002	\$111,343,066	\$113,881,644	\$113,214,373	-0.59%
Mar	\$100,241,682	\$125,735,749	\$122,825,500	\$121,318,906	-1.23%
Apr	\$51,103,750	\$56,514,500	\$53,662,594	\$49,649,770	-7.48%
May	\$35,695,612	\$34,488,705	\$32,493,690	\$35,765,373	10.07%
Jun	\$58,742,627	\$56,248,381	\$54,775,514	\$55,331,655	1.02%
Jul	\$77,843,979	\$73,095,710	\$75,062,393	\$76,549,550	1.98%
Aug	\$74,686,135	\$64,948,840	\$63,648,578	\$68,180,473	7.12%
Sep	\$60,913,406	\$63,910,556	\$62,369,506	\$58,741,961	-5.82%
Oct	\$48,337,470	\$51,443,609	\$55,287,676	\$0	n/a
Nov	\$55,560,496	\$53,848,274	\$55,297,055	\$0	n/a
Dec	\$125,000,494	\$131,751,466	\$123,697,200	\$0	n/a
YTD	\$618,000,595	\$699,896,216	\$693,765,823	\$694,034,758	0.04%
Total	\$846,899,054	\$936,939,566	\$928,047,754	\$694,034,758	-25.22%



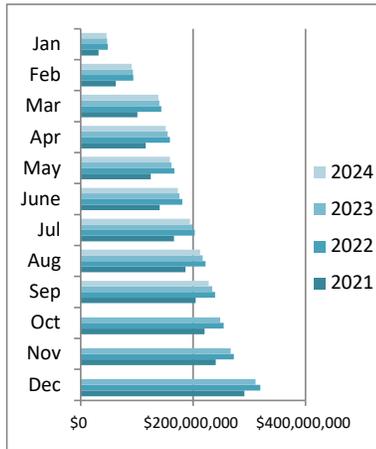
Retail					
	2021	2022	2023	2024	% change
Jan	\$18,305,690	\$24,264,175	\$25,140,246	\$26,374,193	4.91%
Feb	\$19,249,790	\$24,770,117	\$25,037,622	\$24,742,940	-1.18%
Mar	\$25,917,875	\$31,221,582	\$31,702,222	\$29,774,421	-6.08%
Apr	\$13,502,132	\$14,385,724	\$14,324,157	\$13,864,753	-3.21%
May	\$9,956,649	\$9,129,008	\$9,252,428	\$10,379,871	12.19%
Jun	\$17,003,650	\$16,286,652	\$16,067,960	\$15,548,588	-3.23%
Jul	\$18,186,551	\$18,042,566	\$17,798,817	\$20,236,888	13.70%
Aug	\$24,569,798	\$15,821,160	\$15,064,507	\$17,308,525	14.90%
Sep	\$16,720,074	\$19,890,871	\$18,117,754	\$17,116,338	-5.53%
Oct	\$11,745,330	\$15,032,055	\$12,976,929	\$0	n/a
Nov	\$15,458,464	\$15,592,308	\$14,393,116	\$0	n/a
Dec	\$32,351,734	\$33,966,892	\$34,152,941	\$0	n/a
YTD	\$163,412,209	\$173,811,856	\$172,505,714	\$175,346,518	1.65%
Total	\$222,967,736	\$238,403,110	\$234,028,700	\$175,346,518	-25.07%



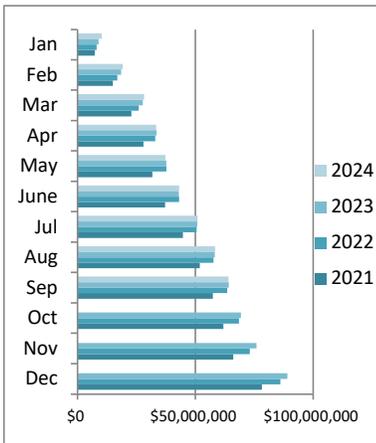
Weedtail					
	2021	2022	2023	2024	% change
Jan	\$1,478,465	\$1,390,691	\$1,085,499	\$835,116	-23.07%
Feb	\$1,294,638	\$1,290,570	\$1,071,374	\$866,966	-19.08%
Mar	\$1,441,196	\$1,310,491	\$1,021,416	\$854,323	-16.36%
Apr	\$942,276	\$732,968	\$577,496	\$490,607	-15.05%
May	\$695,750	\$499,512	\$382,445	\$339,210	-11.30%
Jun	\$841,867	\$670,484	\$513,462	\$467,638	-8.92%
Jul	\$1,116,858	\$912,870	\$697,911	\$629,419	-9.81%
Aug	\$936,140	\$777,363	\$578,590	\$564,981	-2.35%
Sep	\$802,336	\$611,456	\$463,014	\$432,168	-6.66%
Oct	\$665,889	\$529,983	\$413,804	\$0	n/a
Nov	\$737,780	\$581,583	\$447,069	\$0	n/a
Dec	\$1,195,620	\$1,014,636	\$785,178	\$0	n/a
YTD	\$9,549,525	\$8,196,404	\$6,391,208	\$5,480,428	-14.25%
Total	\$12,148,814	\$10,322,606	\$8,037,258	\$5,480,428	-31.81%



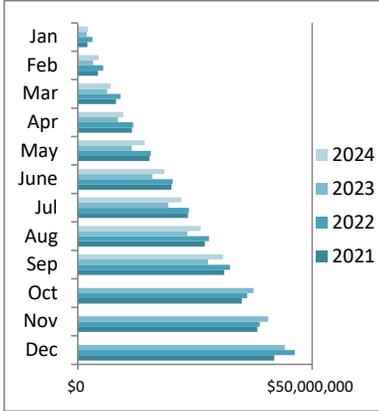
Restaurant / Bar					
	2021	2022	2023	2024	% change
Jan	\$14,372,467	\$23,591,432	\$25,009,257	\$25,042,953	0.13%
Feb	\$15,293,976	\$24,974,867	\$25,965,915	\$26,685,736	2.77%
Mar	\$18,001,752	\$26,280,138	\$25,821,441	\$27,277,628	5.64%
Apr	\$10,082,518	\$12,415,528	\$12,209,139	\$10,610,820	-13.09%
May	\$6,065,196	\$5,669,343	\$5,883,754	\$5,797,807	-1.46%
Jun	\$12,074,689	\$11,796,384	\$11,309,552	\$12,348,694	9.19%
Jul	\$19,085,898	\$18,692,700	\$19,294,325	\$19,761,678	2.42%
Aug	\$15,737,756	\$14,956,807	\$15,634,593	\$17,307,423	10.70%
Sep	\$12,545,273	\$12,668,238	\$13,197,620	\$12,759,044	-3.32%
Oct	\$9,073,163	\$9,309,000	\$9,879,709	\$0	n/a
Nov	\$9,429,392	\$9,038,337	\$9,285,260	\$0	n/a
Dec	\$20,911,542	\$24,150,159	\$23,302,685	\$0	n/a
YTD	\$123,259,525	\$151,045,437	\$154,325,596	\$157,591,782	2.12%
Total	\$162,673,623	\$193,542,933	\$196,793,250	\$157,591,782	-19.92%



Short-Term Lodging					
	2021	2022	2023	2024	% change
Jan	\$31,756,647	\$48,613,697	\$47,461,191	\$45,947,762	-3.19%
Feb	\$30,597,409	\$45,169,344	\$45,736,673	\$45,182,230	-1.21%
Mar	\$38,833,139	\$49,665,680	\$47,143,257	\$47,172,582	0.06%
Apr	\$14,789,371	\$15,604,892	\$14,582,565	\$12,979,085	-11.00%
May	\$8,839,587	\$7,736,666	\$6,909,765	\$7,558,600	9.39%
Jun	\$16,112,111	\$14,461,872	\$13,811,321	\$14,243,061	3.13%
Jul	\$25,496,173	\$21,720,310	\$23,247,770	\$21,532,471	-7.38%
Aug	\$20,248,079	\$19,219,232	\$18,159,361	\$18,230,925	0.39%
Sep	\$17,984,544	\$17,238,667	\$16,972,505	\$15,045,696	-11.35%
Oct	\$16,267,787	\$15,303,928	\$14,660,010	\$0	n/a
Nov	\$19,659,292	\$18,013,772	\$18,661,078	\$0	n/a
Dec	\$50,715,125	\$46,904,200	\$43,986,908	\$0	n/a
YTD	\$204,657,060	\$239,430,358	\$234,024,408	\$227,892,412	-2.62%
Total	\$291,299,264	\$319,652,259	\$311,332,404	\$227,892,412	-26.80%



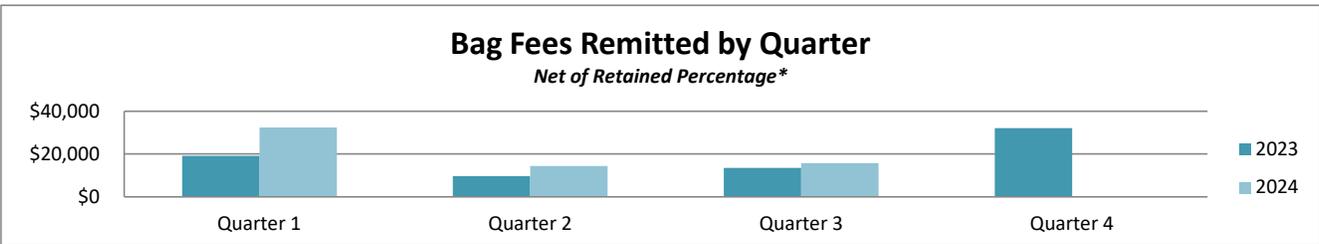
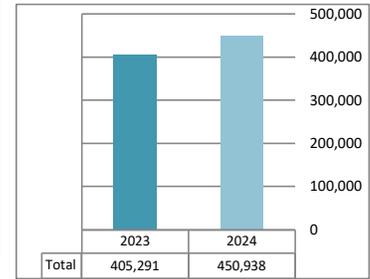
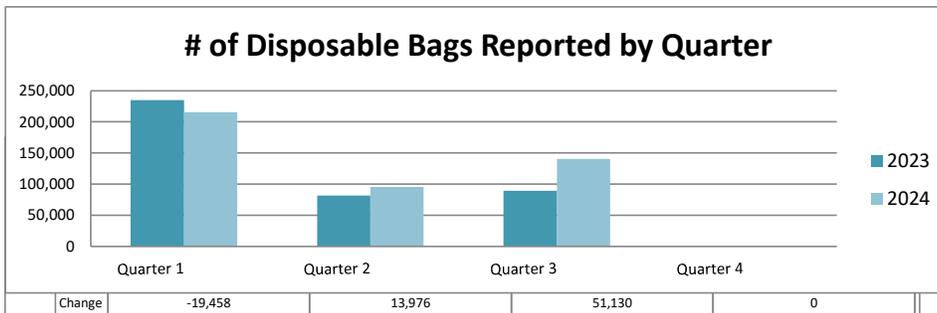
Grocery / Liquor					
	2021	2022	2023	2024	% change
Jan	\$7,287,839	\$8,170,578	\$8,997,217	\$10,314,078	14.64%
Feb	\$7,698,418	\$8,753,193	\$9,587,315	\$8,834,611	-7.85%
Mar	\$7,875,044	\$9,019,659	\$9,151,128	\$9,118,563	-0.36%
Apr	\$5,116,542	\$6,998,996	\$5,851,774	\$5,078,187	-13.22%
May	\$3,756,571	\$4,744,379	\$4,092,212	\$4,027,368	-1.58%
Jun	\$5,487,526	\$5,436,849	\$5,335,000	\$5,742,402	7.64%
Jul	\$7,596,984	\$7,431,072	\$7,828,316	\$7,939,664	1.42%
Aug	\$7,082,310	\$7,177,335	\$7,441,155	\$7,411,914	-0.39%
Sep	\$5,595,731	\$5,816,776	\$5,964,152	\$5,613,339	-5.88%
Oct	\$4,452,681	\$4,953,494	\$5,140,210	\$0	n/a
Nov	\$4,209,254	\$4,692,648	\$6,579,348	\$0	n/a
Dec	\$12,158,623	\$12,887,729	\$13,094,821	\$0	n/a
YTD	\$57,496,966	\$63,548,836	\$64,248,270	\$64,080,125	-0.26%
Total	\$78,317,524	\$86,082,707	\$89,062,650	\$64,080,125	-28.05%



Construction					
	2021	2022	2023	2024	% change
Jan	\$2,092,188	\$3,154,550	\$1,938,465	\$2,224,327	14.75%
Feb	\$2,206,727	\$2,342,215	\$1,362,174	\$2,270,874	66.71%
Mar	\$3,902,586	\$3,640,672	\$3,009,560	\$2,501,518	-16.88%
Apr	\$3,348,850	\$2,708,904	\$2,254,746	\$2,761,140	22.46%
May	\$3,764,093	\$3,760,228	\$2,944,308	\$4,560,248	54.88%
Jun	\$4,716,677	\$4,657,133	\$4,383,451	\$4,164,901	-4.99%
Jul	\$3,478,732	\$3,495,198	\$3,452,440	\$3,617,251	4.77%
Aug	\$3,628,978	\$4,279,115	\$4,029,428	\$4,534,012	12.52%
Sep	\$4,120,325	\$4,472,192	\$4,439,649	\$4,760,736	7.23%
Oct	\$3,755,576	\$3,622,360	\$9,721,777	\$0	n/a
Nov	\$3,322,188	\$2,699,544	\$3,100,448	\$0	n/a
Dec	\$3,608,688	\$7,480,999	\$3,562,642	\$0	n/a
YTD	\$31,259,155	\$32,510,207	\$27,814,222	\$31,395,008	12.87%
Total	\$41,945,607	\$46,313,110	\$44,199,088	\$31,395,008	-28.97%

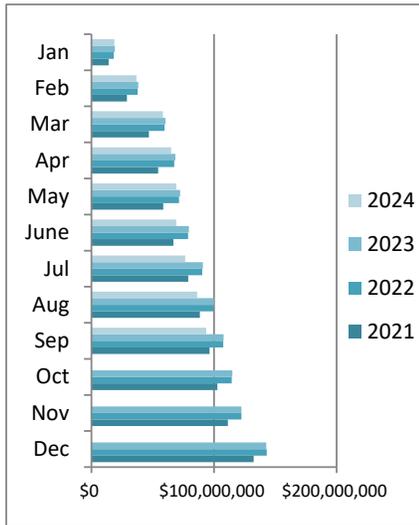
Disposable Bag Fees

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

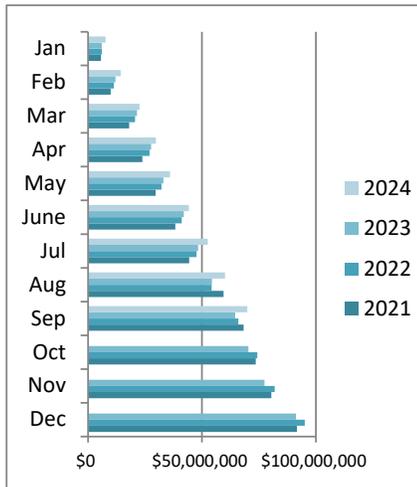


*As of May 4th 2023 a change has taken into effect and retailers are permitted to retain 40% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained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

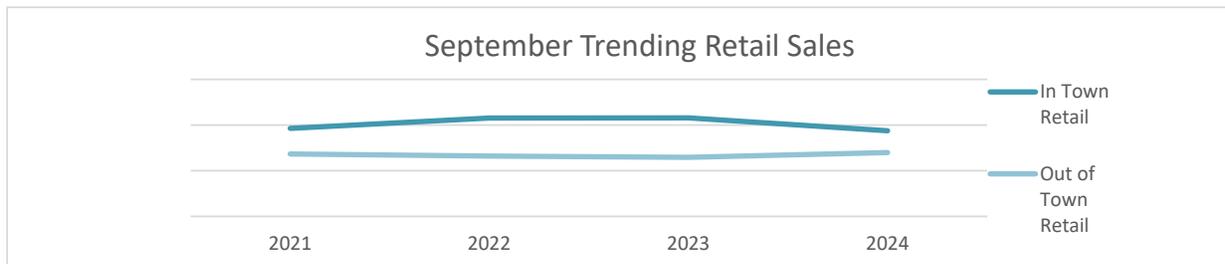
The Tax Basics: Retail Sales Sector Analysis



Retail: In-Town					
	2021	2022	2023	2024	% change
					from PY
Jan	\$14,061,714	\$18,194,003	\$19,116,093	\$18,693,085	-2.21%
Feb	\$14,959,540	\$19,517,965	\$19,051,721	\$18,084,682	-5.08%
Mar	\$17,802,910	\$21,839,925	\$22,237,618	\$21,553,794	-3.08%
Apr	\$7,646,149	\$8,008,776	\$8,044,624	\$6,685,067	-16.90%
May	\$4,158,557	\$3,831,428	\$3,871,524	\$4,142,350	7.00%
Jun	\$8,269,058	\$7,374,563	\$7,118,941	\$7,311,332	2.70%
Jul	\$12,106,548	\$11,578,642	\$11,431,497	\$11,933,702	4.39%
Aug	\$9,468,381	\$9,120,198	\$8,988,954	\$9,695,454	7.86%
Sep	\$7,824,858	\$8,120,388	\$7,950,090	\$7,381,657	-7.15%
Oct	\$6,412,309	\$6,760,166	\$7,160,534	\$0	n/a
Nov	\$8,579,644	\$7,946,072	\$7,352,388	\$0	n/a
Dec	\$21,076,639	\$20,697,335	\$20,283,670	\$0	n/a
YTD	\$96,297,714	\$107,585,886	\$107,811,062	\$105,481,122	-2.16%
Total	\$132,366,306	\$142,989,460	\$142,607,653	\$105,481,122	



Retail: Out-of-Town					
	2021	2022	2023	2024	% change
Jan	\$5,695,992	\$6,039,530	\$6,024,153	\$7,681,108	27.51%
Feb	\$4,262,142	\$5,252,152	\$5,985,902	\$6,658,143	11.23%
Mar	\$8,076,274	\$9,295,700	\$9,415,941	\$8,220,379	-12.70%
Apr	\$5,827,299	\$6,376,948	\$6,279,532	\$7,179,686	14.33%
May	\$5,772,824	\$5,260,336	\$5,380,904	\$6,237,502	15.92%
Jun	\$8,695,841	\$8,870,036	\$8,900,500	\$8,237,256	-7.45%
Jul	\$6,050,089	\$6,463,924	\$6,333,830	\$8,303,186	31.09%
Aug	\$15,076,076	\$6,700,963	\$6,075,554	\$7,613,071	25.31%
Sep	\$8,847,808	\$11,727,646	\$10,167,664	\$9,734,682	-4.26%
Oct	\$5,304,577	\$8,271,889	\$5,816,395	\$0	n/a
Nov	\$6,852,719	\$7,646,235	\$7,040,728	\$0	n/a
Dec	\$11,236,861	\$13,222,780	\$13,869,271	\$0	n/a
YTD	\$59,456,538	\$54,259,588	\$54,396,316	\$60,130,332	10.54%
Total	\$91,698,503	\$95,128,138	\$91,290,374	\$69,865,014	



New Items of Note:

- In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall decrease of 7.15% in September 2024 as compared to 2023. The Out-of-Town Retail Sales had a overall decrease in sales of 4.26% for September 2024 compared to 2023.

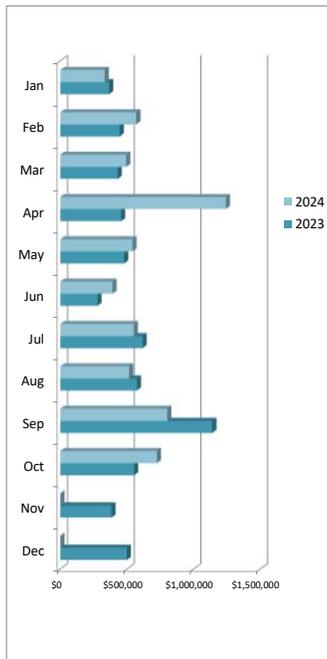
Real Estate Transfer Tax

New Items of Note:

- Revenue October is ahead \$1.8M to budget and ahead \$.8M to prior year.
- Single Family sales account for the majority of the sales (39.87%), with condominium sales in the second position of highest sales (22.82%) subject to the tax. Timeshare sales are behind YTD by (-1.31%).

Continuing Items of Note:

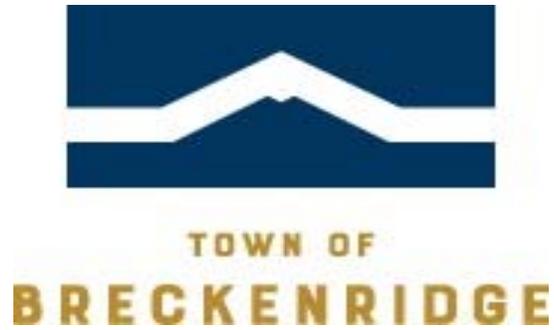
- 2024 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



Total RETT						
	2022	2023	2024	% change	2024 budget	+/- Budget
Jan	\$328,719	\$366,761	\$334,088	-8.91%	\$300,000	\$34,088
Feb	\$512,843	\$445,546	\$569,686	27.86%	\$400,000	\$169,686
Mar	\$551,693	\$431,380	\$495,625	14.89%	\$400,000	\$95,625
Apr	\$627,842	\$456,127	\$1,240,904	172.05%	\$425,000	\$815,904
May	\$851,657	\$478,584	\$540,842	13.01%	\$425,000	\$115,842
Jun	\$495,925	\$278,784	\$392,088	40.64%	\$275,000	\$117,088
Jul	\$765,641	\$617,133	\$550,835	-10.74%	\$450,000	\$100,835
Aug	\$484,573	\$574,378	\$515,499	-10.25%	\$550,000	-\$34,501
Sep	\$742,908	\$1,139,485	\$802,713	-29.55%	\$550,000	\$252,713
Oct	\$732,723	\$553,836	\$723,645	30.66%	\$525,000	\$198,645
Nov	\$384,336	\$384,307	\$0	n/a	\$300,000	n/a
Dec	\$393,620	\$499,188	\$0	n/a	\$400,000	n/a
YTD	\$6,094,524	\$5,342,015	\$6,165,925	15.42%	\$4,300,000	\$1,865,925
Total	\$6,872,481	\$6,225,510	\$6,165,925		\$5,000,000	



by Category					
Description	2023 YTD	2024 YTD	\$ change	% change	% of Total
Commercial	\$ 539,800	\$ 238,260	\$ (301,540)	-55.86%	3.86%
Condominium	\$ 1,327,458	\$ 1,407,058	\$ 79,600	6.00%	22.82%
Timeshare	\$ 1,288,299	\$ 1,271,386	\$ (16,913)	-1.31%	20.62%
Single Family	\$ 1,538,435	\$ 2,458,068	\$ 919,633	59.78%	39.87%
Townhome	\$ 527,174	\$ 475,787	\$ (51,387)	-9.75%	7.72%
Vacant Land	\$ 120,849	\$ 315,365	\$ 194,517	160.96%	5.11%
Total	\$ 5,342,015	\$ 6,165,925	\$ 823,910	15.42%	100.00%



October 31, 2024

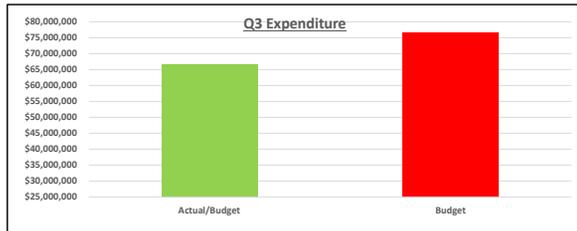
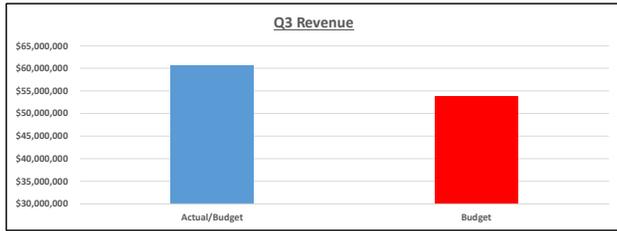
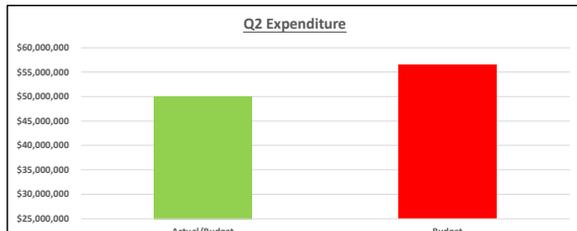
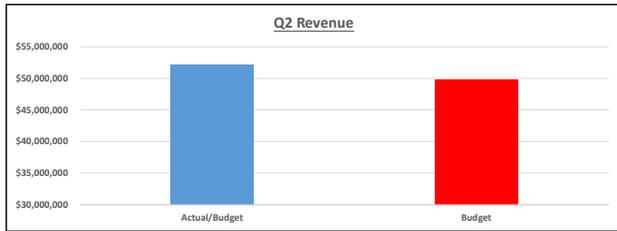
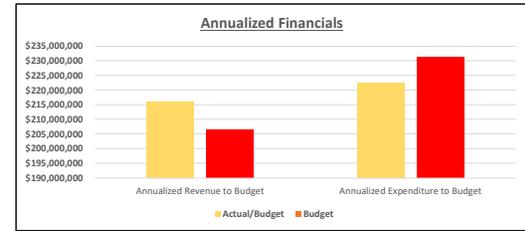
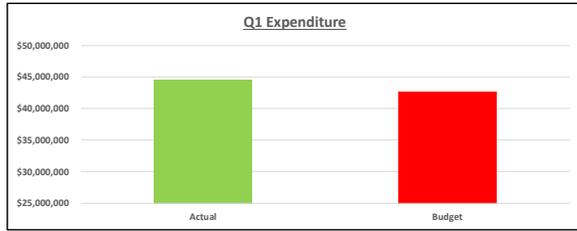
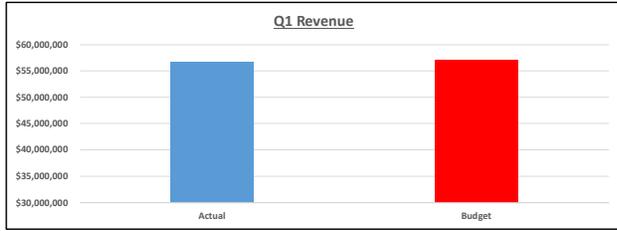
Financial Statement

Town of Breckenridge October 2024 Financial Review

Budget Year Ending: 12/31/2024

Current Month Ending: 10/31/2024

	Q1			Q2			Q3			Q4			FY2024		
	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance	Actual/Budget	Budget	Variance
Reg. Fund Balance															
Revenue	\$ 56,691,208	\$ 57,146,987	\$ (455,779)	\$ 52,116,844	\$ 49,701,207	\$ 2,415,637	\$ 60,776,801	\$ 53,833,527	\$ 6,943,274	\$ 46,434,116	\$ 45,738,615	\$ 695,501	\$ 216,018,969	\$ 206,420,336	\$ 9,598,633
Expenditure	\$ (44,614,653)	\$ (42,731,604)	\$ (1,883,050)	\$ (50,092,537)	\$ (56,448,191)	\$ 6,355,655	\$ (66,726,717)	\$ (76,735,473)	\$ 10,008,756	\$ (61,089,325)	\$ (55,516,026)	\$ (5,573,299)	\$ (222,523,232)	\$ (231,431,294)	\$ 8,908,062
Net Income	\$ 12,076,554	\$ 14,415,383	\$ (2,338,829)	\$ 2,024,308	\$ (6,746,984)	\$ 8,771,292	\$ (5,949,916)	\$ (22,901,946)	\$ 16,952,030	\$ (14,655,209)	\$ (9,777,411)	\$ (4,877,798)	\$ (6,504,263)	\$ (25,010,958)	\$ 18,506,695
End. Fund Balance															



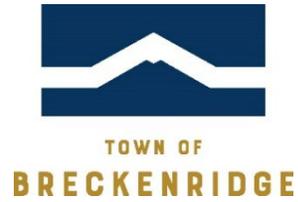
YTD comments

Revenue	
- CWCB	\$ (1,970,025) Reversal of accrued 2023 revenue
- Investment Income	\$ 3,269,927
- RETT	\$ 1,865,925
- Stop Loss	\$ 326,366
- Sales and Accommodation Tax	\$ 2,358,692
- Lift Ticket Tax	\$ 277,281
- Water Rent	\$ 1,122,443
- Transfer	\$ 500,000 From Sustainability to Capital-Temp E-delivery Structure
- Transfer	\$ 280,000 From IT to P&T-Parking meters
- Transfer	\$ 366,943 From Capital to Facilities-EV Efficiency
	\$ 8,397,552

Expenditure	
- Charges for Services	\$ (4,168,340) Housing: Community Investment, Housing Helps
- Charges for Services	\$ 3,285,093
- Minor Capital	\$ 14,268,139
- Health Insurance Costs	\$ (289,526)
- Debt Service	\$ (3,660,212) Phasing
- Transfer	\$ (500,000) From Sustainability to Capital-Temp E-delivery Structure
- Transfer	\$ (280,000) From IT to P&T-Parking meters
- Transfer	\$ (366,943) From Capital to Facilities-EV Efficiency
	\$ 8,288,211

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

	BUDGET FY24	YTD			VARIANCE EXPLANATION
		ACTUAL FY24 YTD	BUDGET FY24 YTD	ACTUAL vs BUDGET FY24 YTD	
FUND BALANCE, JANUARY 1, 2024	\$ 254,857,536	\$ 254,857,536	\$ 254,857,536		
REVENUE SUMMARY					
GENERAL GOVERNMENT (GF)	\$ 142,000	\$ 38,865	\$ 117,110	\$ (78,245)	
EXECUTIVE MANAGEMENT (GF)	\$ 1,416,230	\$ 1,259,347	\$ 1,192,500	\$ 66,847	
MISCELLANEOUS (GF)	\$ 25,816,447	\$ 22,639,197	\$ 22,343,346	\$ 295,851	
FINANCE (GF)	\$ 12,000	\$ 14,114	\$ 12,000	\$ 2,114	
PUBLIC SAFETY (GF)	\$ 48,400	\$ 128,602	\$ 27,700	\$ 100,902	
COMMUNITY DEVELOPMENT (GF)	\$ 1,111,493	\$ 1,419,424	\$ 1,051,212	\$ 368,212	
PUBLIC WORKS (GF)	\$ 823,923	\$ 884,629	\$ 742,085	\$ 142,544	FAVORABLE: PERMIT & PLAN FEES
RECREATION (GF)	\$ 4,509,277	\$ 3,996,836	\$ 3,680,047	\$ 316,789	
UTILITY FUND	\$ 10,204,055	\$ 8,549,693	\$ 8,646,767	\$ (97,074)	
CAPITAL FUND	\$ 22,842,297	\$ 19,438,241	\$ 18,808,091	\$ 630,150	UNFAVORABLE \$2.5M ACCRUED REIMBURSEMENT. FAVORABLE \$1.06M WATER RENTS, \$97K PIFS
MARKETING FUND	\$ 5,475,750	\$ 5,014,433	\$ 4,528,231	\$ 486,202	\$500K TRANSFER FROM SUSTAINABILITY FUND E-DELIVERY STRUCTURE. UNFAVORABLE: \$141K COST SHARING
GOLF COURSE FUND	\$ 4,374,604	\$ 4,815,898	\$ 4,331,250	\$ 484,648	FAVORABLE: SALES & ACCOMMODATION TAX
EXCISE TAX FUND	\$ 49,052,953	\$ 46,783,173	\$ 41,841,173	\$ 4,942,000	FAVORABLE: GREENS FEES, PRO SHOP
					PHASING: RETT & SALES TAX
					FAVORABLE/BUDGET MISS: \$100K CORUM, \$242K COST SHARING. UNFAVORABLE: \$442K GRANT, \$200K HOUSING HELPS, \$141K JUSTICE CENTER, \$249K
HOUSING FUND	\$ 32,818,016	\$ 24,486,641	\$ 25,985,737	\$ (1,499,096)	RENTAL INCOME, \$1.3M SALES TAX
OPEN SPACE ACQUISITION FUND	\$ 4,017,339	\$ 4,628,432	\$ 3,438,590	\$ 1,189,842	FAVORABLE: SALES TAX
CONSERVATION TRUST FUND	\$ 55,437	\$ 46,376	\$ 41,610	\$ 4,766	
GARAGE SERVICES FUND	\$ 7,164,106	\$ 5,060,912	\$ 4,642,738	\$ 418,174	
INFORMATION TECHNOLOGY FUND	\$ 2,032,700	\$ 1,722,537	\$ 1,693,850	\$ 28,687	
FACILITIES MAINTENANCE FUND	\$ 1,233,184	\$ 1,500,866	\$ 1,055,709	\$ 445,157	\$366K TRANSFER FROM CAPITAL
SPECIAL PROJECTS FUND	\$ 3,607,102	\$ 3,015,724	\$ 3,005,800	\$ 9,924	
MARIJUANA FUND	\$ 646,088	\$ 407,132	\$ 512,740	\$ (105,608)	UNFAVORABLE: MARIJUANA TAX
CEMETERY FUND	\$ 20,536	\$ 45,078	\$ 19,700	\$ 25,378	
CHILD CARE FUND	\$ 1,819,839	\$ 1,620,360	\$ 1,516,510	\$ 103,850	
PARKING & TRANSPORTATION FUND	\$ 11,605,228	\$ 11,180,326	\$ 10,303,519	\$ 876,807	FAVORABLE: \$675K LIFT TICKET, TRANSIT AND PARKING PROGRAM - COULD BE PHASING. \$280K TRANSFER FROM IT, PARKING METERS
HEALTH BENEFITS FUND	\$ 5,286,252	\$ 4,797,729	\$ 4,391,748	\$ 405,981	FAVORABLE: STOP LOSS/RX REBATE
SUSTAINABILITY FUND	\$ 3,028,552	\$ 2,566,679	\$ 2,406,450	\$ 160,229	
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,256,528	\$ 7,090,361	\$ 7,216,758	\$ (126,397)	ACCOM REGULATORY FEE ON PAR FOR PROJECTED BUGET OF \$7.1m
TOTAL REVENUES	\$ 206,420,336	\$ 183,151,604	\$ 173,552,971	\$ 9,598,633	
EXPENDITURES BY CATEGORY					
PERSONNEL	\$ 36,776,086	\$ 30,497,313	\$ 30,743,180	\$ 245,867	
MATERIALS & SUPPLIES	\$ 5,211,159	\$ 4,326,390	\$ 4,433,228	\$ 106,838	
CHARGES FOR SERVICES	\$ 43,018,073	\$ 36,271,151	\$ 35,387,904	\$ (883,247)	
MINOR CAPITAL	\$ 52,494,061	\$ 30,405,936	\$ 44,674,075	\$ 14,268,139	
FIXED CHARGES	\$ 1,040,558	\$ 1,058,104	\$ 1,014,158	\$ (43,946)	
DEBT SERVICES	\$ 7,127,791	\$ 6,508,081	\$ 2,847,868	\$ (3,660,213)	
GRANTS/CONTINGENCIES	\$ 4,059,629	\$ 3,840,414	\$ 3,872,008	\$ 31,594	
ALLOCATION	\$ 7,819,516	\$ 6,516,264	\$ 6,515,990	\$ (274)	
TRANSFERS	\$ 73,884,421	\$ 61,547,445	\$ 60,390,748	\$ (1,156,697)	
TOTAL EXPENDITURES BY CATEGORY	\$ 231,431,294	\$ 180,971,096	\$ 189,879,159	\$ 8,908,062	
EXPENDITURES BY PROGRAM					
GENERAL GOVERNMENT (GF)	\$ 1,034,465	\$ 721,747	\$ 868,666	\$ 146,919	
EXECUTIVE MANAGEMENT (GF)	\$ 4,149,391	\$ 3,350,289	\$ 3,617,074	\$ 266,785	
MISCELLANEOUS (GF)	\$ 1,659,636	\$ 1,583,594	\$ 1,193,981	\$ (389,613)	
FINANCE (GF)	\$ 1,400,423	\$ 1,172,795	\$ 1,196,852	\$ 24,057	
PUBLIC SAFETY (GF)	\$ 5,058,431	\$ 4,526,402	\$ 4,326,806	\$ (199,596)	UNFAVORABLE: \$144K SALARY
COMMUNITY DEVELOPMENT (GF)	\$ 2,226,747	\$ 1,776,357	\$ 1,893,838	\$ 117,481	FAVORABLE: \$760K CHARGES FOR SERVICES
PUBLIC WORKS (GF)	\$ 11,039,917	\$ 8,501,393	\$ 9,297,358	\$ 795,966	FAVORABLE: \$440K CHARGES FOR SERVICES
RECREATION (GF)	\$ 8,633,081	\$ 6,836,129	\$ 7,331,079	\$ 494,951	FAVORABLE: \$394K ARCHITECT, \$200K R&M. UNFAVORABLE: \$53K CHEMICALS, \$30K OPERATING SUPPLIES
UTILITY FUND	\$ 8,264,135	\$ 3,521,493	\$ 7,718,114	\$ 4,196,621	\$366K TRANSFER TO FACILITIES. FAVORABLE: \$11.2M MINOR CAP
CAPITAL FUND	\$ 30,967,107	\$ 17,418,157	\$ 27,878,944	\$ 10,460,787	UNFAVORABLE: \$200K BTO
MARKETING FUND	\$ 5,701,184	\$ 4,852,153	\$ 4,757,210	\$ (94,943)	UNFAVORABLE: \$56K SALARY
GOLF COURSE FUND	\$ 3,936,347	\$ 3,461,664	\$ 3,238,109	\$ (223,554)	
EXCISE TAX FUND	\$ 61,983,795	\$ 50,586,835	\$ 50,294,183	\$ (292,652)	
HOUSING FUND	\$ 28,744,643	\$ 26,506,913	\$ 20,648,288	\$ (5,858,625)	UNFAVORABLE: \$58K SALARY, \$88K R&M, \$31K ELECTRIC, \$257K CONTRACTED SERVICES, \$2.4M COMMUNITY INVESTMENT, \$1.18M HOUSING HELPS
OPEN SPACE ACQUISITION FUND	\$ 9,283,354	\$ 7,622,153	\$ 8,586,742	\$ 964,588	UNFAVORABLE: \$160K CONTRACTED SERVICES. FAVOURABLE: \$1.2M MINOR CAP
CONSERVATION TRUST FUND	\$ 55,000	\$ 45,836	\$ 45,830	\$ (6)	
GARAGE SERVICES FUND	\$ 7,303,924	\$ 4,226,290	\$ 4,220,977	\$ (5,312)	MINOR CAP PHASING
INFORMATION TECHNOLOGY FUND	\$ 2,058,816	\$ 1,753,378	\$ 1,770,202	\$ 16,825	\$280K TRANSFER TO P&T, PARKING METERS
FACILITIES MAINTENANCE FUND	\$ 1,018,466	\$ 923,495	\$ 1,018,466	\$ 94,972	MINOR CAP: ICE RINK CHILLING PLANT
SPECIAL PROJECTS FUND	\$ 3,668,209	\$ 3,673,140	\$ 3,668,209	\$ (4,931)	PHASING: BRECK CREATE
MARIJUANA FUND	\$ 672,361	\$ 585,012	\$ 567,819	\$ (17,194)	
CEMETERY FUND	\$ 28,600	\$ 13,098	\$ 28,600	\$ 15,502	
CHILD CARE FUND	\$ 1,645,848	\$ 1,252,578	\$ 1,572,635	\$ 320,058	FAVORABLE: \$826K MINOR CAP. UNFAVORABLE: \$125K EARLY CHILDHOOD OPTIONS
PARKING & TRANSPORTATION FUND	\$ 15,594,128	\$ 13,274,161	\$ 11,877,839	\$ (1,396,322)	FAVORABLE: \$532K-ELECTRIC, R&M, CONTRACTED SERVICES, GONDOLA MAIN EXPENSE. UNFAVORABLE: \$146K-BANK CHARGES, COST SHARING
HEALTH BENEFITS FUND	\$ 5,200,000	\$ 4,139,550	\$ 3,849,944	\$ (289,606)	UNFAVORABLE: VARIABLE/FIXED COSTS, PERHAPS BUDGET PHASING
SUSTAINABILITY FUND	\$ 2,616,606	\$ 2,432,305	\$ 2,167,460	\$ (264,845)	\$500K TRANSFER TO CAPITAL FUND E-DELIVERY STRUCTURE
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,486,679	\$ 6,214,183	\$ 6,243,933	\$ 29,750	
TOTAL EXPENDITURES BY PROGRAM	\$ 231,431,294	\$ 180,971,096	\$ 189,879,159	\$ 8,908,062	
PROJECTED FUND BALANCE DECEMBER 31, 2024	\$ 229,846,577	\$ 257,038,043	\$ 238,531,348		
RESTRICTIONS	\$ 164,884,685	\$ 164,884,685	\$ 164,884,685		
NET FUND BALANCE	\$ 64,961,892	\$ 92,153,358	\$ 73,646,663	\$ 18,506,695	
FTYE FTE	215.33	208.94	215.33	6.39	



Memo

To: Town Council
From: Communications and Community Engagement Division: Brooke Dunn, Annette Kubek, and Flor Cruz
Date: 11/19/2024 (For the 11/26/2024 Town Council Meeting)
Subject: Communications and Community Engagement Update

Town Council Goals (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

This update serves to brief Council on the recent marketing and outreach initiatives of the Communications and Community Engagement Division. The attached presentation focuses primarily on the Water Branding campaign, Plastic Ordinance campaign, recreation marketing updates, community engagement initiatives, new Town website Chatbot, “New Residents” website landing page, and our approach when pitching to the media.

Background

The Communications and Community Engagement Division regularly provides updates to Council. These updates will be presented quarterly in 2025.

Public outreach/engagement

Public outreach and engagement are a primary focus for the Communications and Community Engagement Division.

Financial Implications

The Communications and Community Engagement Division works within the division’s annual budget.

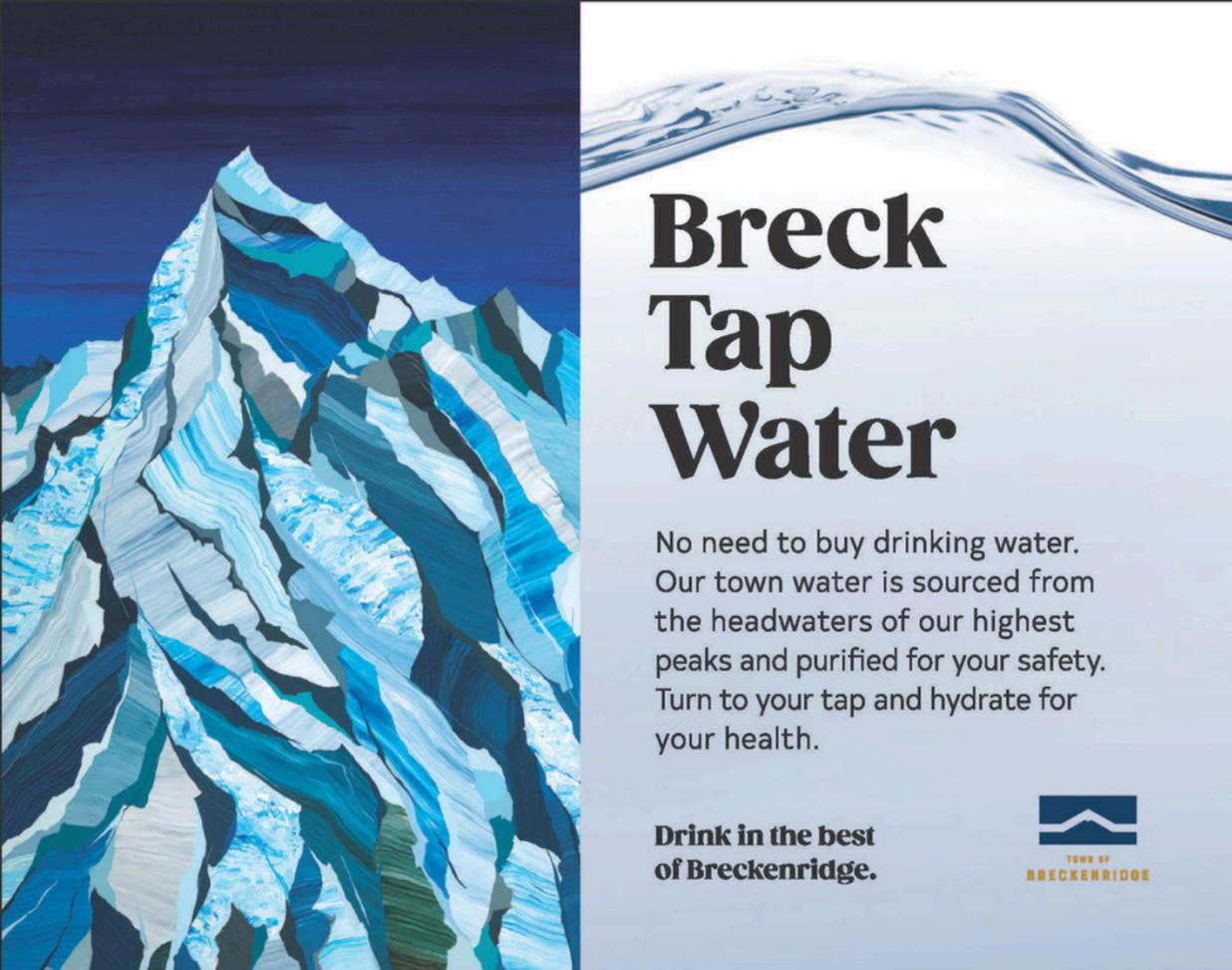
Equity Lens

The Communications and Community Engagement Division uses the Equity Lens when creating communications and marketing initiatives. The division’s community engagement initiatives are focused on equitable outreach to our diverse community members.

Staff Recommendation

Staff will be available for questions and welcomes any feedback, changes, or additions Council may have.

**COMMUNICATIONS
AND
COMMUNITY ENGAGEMENT
UPDATE**



ENGLISH SOCIAL ADS



IMPRESSIONS

SPANISH SOCIAL ADS



VIEW THROUGH RATE

ENGLISH IMPRESSIONS



SPANISH IMPRESSIONS



HOURS VIEWING AND INTERACTING

JULY 2024 - PRESENT

WATER BRANDING CAMPAIGN

- EfecTV: Video advertisements targeting Adults 18+ in Summit County
- Summit Daily Digital Advertising: Adults 18+, Spanish Speakers in Summit County
- Social Media Ads: Targeting Adults 18-65, Spanish Speakers within a 30 mi. radius of Breckenridge
- Radio Ads: Krystal93, C-Rock, Summit Country, The LIFT FM, The Mountain, Ski Country, and La Nueva Mix
- Summit Daily News Print Ads
- Mountain Town Magazine
- Dining Ads
- In Room Guides

DECEMBER 2023 - PRESENT

PLASTIC ORDINANCE CAMPAIGN

- EffecTV: Video advertisements targeting Adults 18+ in Summit County
- Summit Daily Digital Advertising: Adults 18+, Spanish Speakers in Summit County
- Radio Ads: Krystal93, C-Rock, Summit Country, The LIFT FM, The Mountain, Ski Country, and La Nueva Mix
- Summit Daily News Print Ads
- Mountain Town Magazine
- Dining Ads
- In Room Guides



BE GOOD AT
TO-GO



**REFILL & REFUEL
WITH YOUR REUSABLES**


SUSTAINABLEBRECK



Here in Breck, we're taking plastics off the menu. If you can't dine in at our restaurants, we kindly ask that you enjoy your to-go food and beverages with your own reusable mugs, bottles and service ware.

PROTECT YOUR BRECK FROM SINGLE-USE PLASTICS


SUSTAINABLEBRECK



**REFILL & REFUEL
WITH YOUR
REUSABLES**

Come prepared.
Single-use plastics are
no longer being served.


SUSTAINABLE
BRECK

ENGLISH IMPRESSIONS



288k



RECREATION

Social Media 2024



TOWN OF BRECKENRIDGE
RECREATION

FACEBOOK
INSTAGRAM

FB REACH
109,785 ↑ 89%
FB FOLLOWERS
4,268

IG REACH
15,677 ↑ 68%
IG FOLLOWERS
1,468



FACEBOOK
INSTAGRAM

FB REACH
78,652 ↓ 29%
FB FOLLOWERS
4,973

IG REACH
5,506 ↑ 376%
IG FOLLOWERS
990



FACEBOOK (9/22/24)
INSTAGRAM

FB REACH
10,416 ↑ 100%
FB FOLLOWERS
138

IG REACH
27,478 ↑ 4.2k%
IG FOLLOWERS
410



TOWN OF BRECKENRIDGE
GOLD RUN NORDIC CENTER

FACEBOOK
INSTAGRAM

FB REACH
22,487 ↓ 12%
FB FOLLOWERS
719

IG REACH
109 ↑ 13%
IG FOLLOWERS
113

2024

RECREATION ADVERTISING

EffecTV

- Video advertisements targeting Adults 18+ in Summit County
- Race Breck Spring Boulder Area Adults 18+

Radio Ads

Website Calendar & E-Notify

GoBreck Calendar

Summit Daily News Calendar

Reach/Atmosphere Digital TV Signage

Bathroom Stall Newsletters

Explore Summit Magazine & Trail Guide (Race Breck)

In Room Guides

Summit Daily News Print Ads

The screenshot shows the Town of Breckenridge Recreation website. At the top, there is a navigation bar with links for Jobs, Subscribe, Contact Us, Translate, Rates, Programs (highlighted), Youth, Races, and Parks & Fields. The main content area features a recreation calendar for November 2024, with a sidebar on the left containing a menu of recreation programs.

Recreation Calendar (November 2024):

Date	Activity	Time
NOV 14	Masters Swimming	6:45 AM - 8:00 AM
NOV 14	Intermediate Drop In Tennis Clinic	10:30 AM - 12:00 PM
NOV 14	Drop In Basketball	6:00 PM - 8:00 PM
NOV 15	Family Gym Time	9:00 AM - 5:00 PM
NOV 15	Friday Extreme Drop In Tennis Clinic	1:30 PM - 3:00 PM
NOV 15	NEW! Friday Night Power Hour Drop In Tennis Clinic	4:30 PM - 5:30 PM
NOV 16	Family Gym Time	9:00 AM - 5:00 PM
NOV 16	Intermediate Drop In Tennis Clinic	10:30 AM - 12:00 PM
NOV 17	Family Gym Time	9:00 AM - 5:00 PM
NOV 17	Drop-In Soccer NEW DAY!	4:30 PM - 6:30 PM
NOV 18	Family Gym Time	9:00 AM - 1:00 PM
NOV 18	Intermediate Drop In Tennis Clinic	10:30 AM - 12:00 PM

Recreation Department Menu:

- Register Online!
- + Fun Things to Do
- + Fitness
- Recreation Calendar
- + Climbing Programs
- + Ice Skating Lessons
- + Hockey
- Tennis Programs
- Curling
- Sports & Leagues
- Skateboarding Programs
- Personal Training
- Swimming & Aquatics Programs
- Golf Programs
- Recreation Photo Albums
- + Recreation Department Scholarship Program
- Snowshoeing
- Cross Country Ski Lessons
- Fat Biking at Gold Run Nordic



2024

RACE BRECK EMAILS

FULL DATABASE ~51,000

(Includes ~14,750 Active.net)

- 40 MTB Series/Juniors - 62,996
- 18 Running Series - 63,483
- 10 Firecracker 50 - 209,491
- 7 Breck Bike Week - 356,367
- 5 General/Surveys - 110,908
- 5 Independence 10K - 2,666
- 4 Oktoberfest 5K - 1,235
- 2 Imperial Challenge - 102,469



ARE YOU READY??

We are super excited to bring you the FINAL Summit Mountain Challenge Race of the summer with the Breckenridge Classic SATURDAY. You are receiving this email because you are registered for the race!

A few things to note prior to Saturday:

2024

RECREATION EMAILS

FULL DATABASE ~14,750

- 24 Facility Notice - 159,249
- 21 Survey - 6,226
- 17 Youth Programs - 7,698
- 6 Event - 19,646
- 3 Gold Run Nordic - 9,458
- 3 Ice Arena Program - 1,930
- 2 Tennis - 15,856
- 2 Climbing Program - 1,693
- 2 Sale - 1,017
- 1 Fitness - 14,700



Breckenridge Recreation Department



*Leading Colorado's most active
and healthy community!*

TOWN OF BRECKENRIDGE www.BreckenridgeRecreation.com
RECREATION

[Browse & Register
for programs online](#)

 [Like us on Facebook](#)

 [Follow us on YouTube](#)

Hello, Nathaniel!

Our **Spring Youth Climbing Competition** is this **Sunday, May 19!** We would love everyone to join us and have a little friendly competition. Climbing competitions give kids an environment where they challenge themselves and feel supported in pushing themselves.

This competition is open to most ages but we recommend the climbers have done at least Level 2 climbing. Please join us, registration is still open! Register in advance to save \$5.

[REGISTER NOW](#)

Questions? Please call us at 970-547-4313 or email outdoorprograms@townofbreckenridge.com.

We look forward to seeing you Sunday!

COMMUNITY ENGAGEMENT INITIATIVES

PROMOTIONAL ITEMS

The Community Engagement Division has purchased promotional items to distribute at events.



SPANISH SPEAKING SOCIAL MEDIA UPDATE

Latinos Summit, Colorado
Private group · 6.5K members

56 POSTS
254 LIKES

MOST POPULAR POSTS

Town of Breckenridge, CO Government ▶ Latinos Summit, Colorado
August 23 · 🌐

La solicitud de lotería para Vista Verde II se cerró el 16 de agosto. Los solicitantes de la lotería serán contactados al final del viernes 23 de agosto con su número de lotería y posición en la lotería. Si no ha recibido ninguna correspondencia para el viernes 23 de agosto, comuníquese con Gorman.

IMPORTANTE: Manténganse atento al teléfono y correo electrónico ya que Gorman (los administradores) se comunicará con usted y solo tendrá 48 horas para responder.

Town of Breckenridge, CO Government
Published by Hootsuite
August 23 · 🌐

Town of Breckenridge, CO Government ▶ Latinos Summit, Colorado
October 6 at 5:55 PM · 🌐

Noche de Película 🎬 🍿 entradas gratis. Película en español con subtítulos en inglés. Celebrando la hermosa cultura Hispana juntos.

Town of Breckenridge, CO Government
Published by Hootsuite
October 6 at 8:01 AM · 🌐

Town of Breckenridge, CO Government ▶ Latinos Summit, Colorado
September 17 · 🌐

¿te gusta cocinar? únase a la comisión asesora de equidad social de breckenridge en una clase culinaria gratuita donde puede cocinar, celebrar, y conocer a otros miembros de la comunidad.

EVENTBRITE.COM
CMC Hispanic Heritage Month Culinary Class
¡Aprende a cocinar platillos tradicionales hispanos y celebra nuestr...

Town of Breckenridge, CO Government ▶ Latinos Summit, Colorado
September 18 · 🌐

Hoy (9/18), el Departamento de Policía de Breckenridge desplegó nueve remolques con señales de mensajes electrónicos y 22 señales rosas portátiles por todo el pueblo de Breckenridge. Es posible que los vea con un mensaje que dice "TEST" (prueba) en la pantalla. Si hubiera una situación en Breckenridge que requiriera una evacuación, se utilizarían para ayudar a guiar a nuestra comunidad y a los visitantes a un lugar seguro.

Town of Breckenridge Police Department
September 18 · 🌐

SOCIAL EQUITY ADVISORY COMMISSION INITIATIVES



Mexican Mobile Consulate

- Issued over 500 documents.
- More than 85% Summit County locals



Hispanic Heritage Month

- CMC Culinary Class
- Movie Night at Eclipse Theater
- Educational Posts



Rec Center Open House

- 5 Families
- Over 37 Passes
- Over 100 Survey responses



I am Summit Video Campaign

- 6 Videos
- Featuring 17 community members
- Celebrate & empower our immigrant community



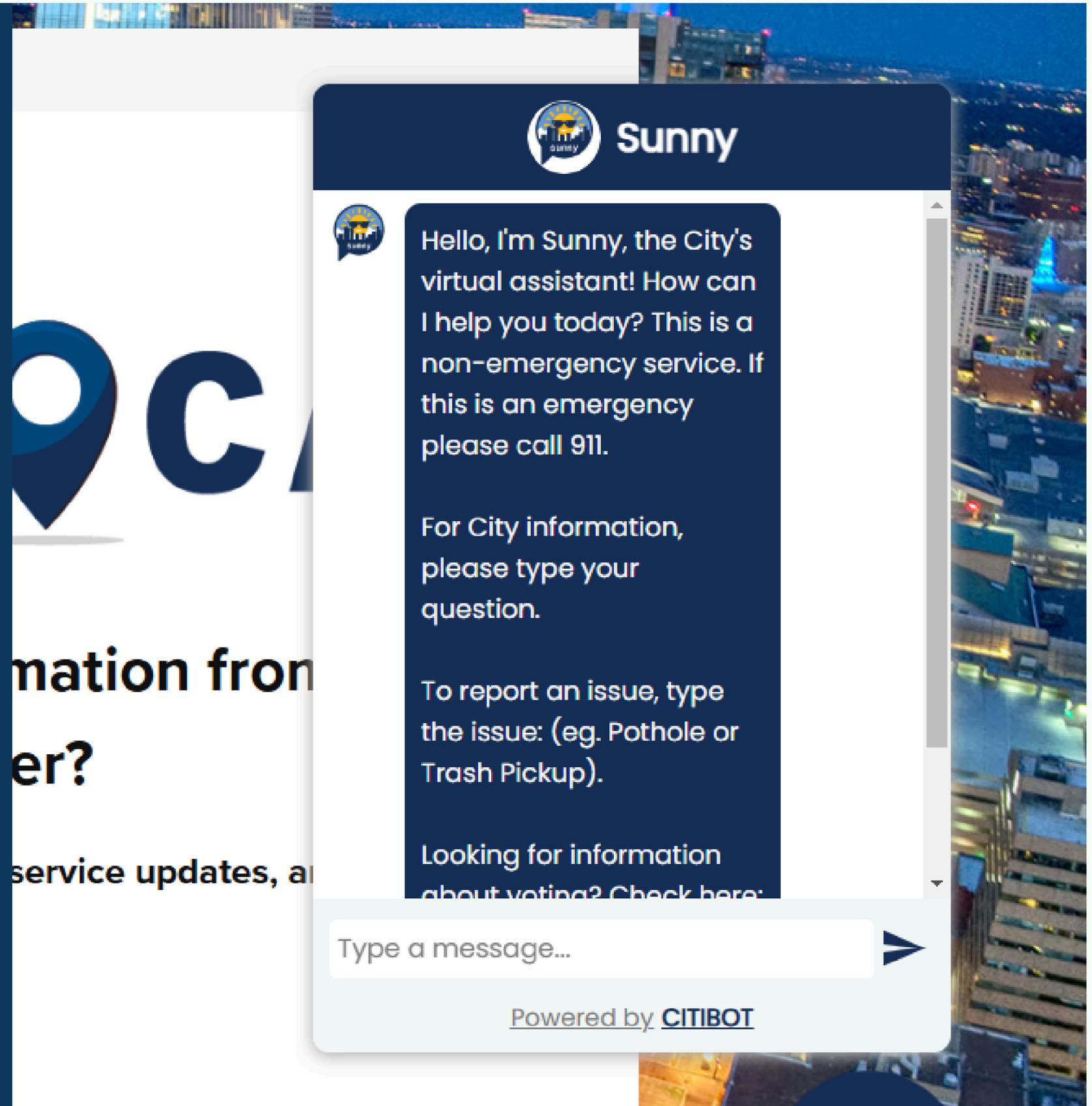
Neurodiversity Awareness Month

- More than 50 Neurodiversity Awareness Month ribbons
- Distributed at Town Hall & Welcome Center

END OF 2024

TOWN WEBSITE CHATBOT

- Funded for 3 years through a SIPA grant.
- AI powered chatbot on all Town of Breckenridge websites
- Helps residents search our website, chat in other languages, text to find website information, and sign up for text alerts
- Replacing Text My Gov



EARLY 2025

NEW RESIDENTS LANDING PAGE

Community

Things to Do

Departments

Government

Quick Links

- ACCESSIBLE BRECK
- CHILDCARE
- + DOGS
- EMERGENCY PREPAREDNESS
- PARKING
- SHORT TERM RENTALS
- SUSTAINABILITY
- UTILITIES
- VALLEY BROOK CEMETERY
- WAYS TO GET AROUND
- WILDLIFE
- BUSINESS RESOURCES
- ELECTRIC VEHICLE CHARGING
- WATER REFILL STATIONS
- NEW RESIDENTS**

[Community](#) +

New Residents

Font Size: [+](#) [-](#) [+ Share & Bookmark](#) [Feedback](#) [Print](#)

Welcome to your new home in the Town of Breckenridge. We hope you use this page as a resource to navigate your time here in the community!

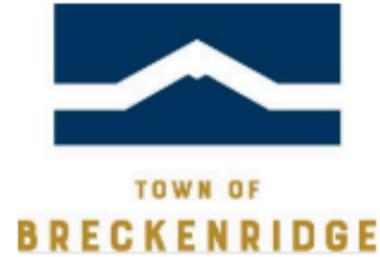
- COMMUNITY RESOURCES** +
- NEWSLETTERS** +
- VOLUNTEER OPPORTUNITIES** +
- COMMUNITY CALENDARS/EVENTS** +

For the most up to date information, follow us on our socials:

Facebook: [@TownofBreckCo](#)

Instagram: [@townofbreckgov](#)

X: [@townofbreck](#)



FOR IMMEDIATE RELEASE:

January 10, 2024

CONTACT:

Brooke Attebery, Communications & Marketing, BrookeA@townofbreckenridge.com
For general questions about or for the Breckenridge Social Equity Advisory Commission, please email equity@townofbreckenridge.com

Town of Breckenridge Social Equity Advisory Commission Publishes their Equity Blueprint

The Town of Breckenridge is thrilled to share the finalized version of the Equity Blueprint. The Breckenridge Social Equity Advisory Commission (BSEAC) has invested three years in thorough research, collaboration and engagement with community partners to create this document. The Equity Blueprint serves as a comprehensive, long-term plan for the Town of Breckenridge with the goal of eliminating barriers related to racial and social inequities in order to foster a more equitable community.

“BSEAC is extremely proud of the dedicated efforts that the Commission has put into the development of this document,” said Carol Saade, Breckenridge Town Council member and Commission liaison. “We have already been doing this work and making progress. At this time, we're excited to share this roadmap with the community. We have had invaluable contributions from our partners, who have played a crucial role in the extensive research and collaborative learning that has shaped this dynamic document. We are proud of the progress the Commission has made and excited for future accomplishments.”

The Equity Blueprint is the culmination of work by the Equity Project, Town staff and BSEAC commissioners, and has evolved based on the Commission’s experiences and insights gained over the past three years. As the work is ongoing, it's noteworthy to highlight that the Commission has already made significant progress toward the goals outlined in the Blueprint,

PITCHING TO THE MEDIA

- Create a Press Release
- Post it in the 'News' section on our website
- Send it through website enotifications
- Send through email to our media contacts

Examples:

- BSEAC Equity Blueprint
- Free Ride Awards
- Black History Month and Barney Ford Day Proclamations
- Breck E-Ride Launch
- Trail Signage Open House
- The Larkspur Lottery



Memo

To: Town Council
From: Grant Johnson - Golf & Nordic Manager
Kevin Zygulski – Director of Recreation
Date: 11/19/2024 (for 11/26/2024 work session)
Subject: Breckenridge Golf Club Annual Review

Town Council Goals (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

The 2024 season at the Breckenridge Golf Club (BGC) was extremely successful on many levels. The purpose of this memo is to provide a review of the golf season from an operational, financial, environmental, and community standpoint.

Background

Prior to the season’s start, the Golf Operations division hired a new Golf & Nordic Manager (Grant Johnson) and Head Golf Professional (Rob Gannon), and the Golf Maintenance division hired a new Superintendent (Alex Kosel). The goals of the new management team were to improve operational efficiency, enhance customer service, maximize program offerings, provide excellent playing conditions, and increase community engagement.

Many changes were implemented to increase operational efficiency and enhance customer service. Before the season, the BTO helped lead customer service training for our operations staff. Our Outside Services staff increased their efforts to greet and interact with every customer and to assist with loading and unloading golf bags at the bag drop. Our Players’ Assistants were more focused on consistently following up with golfers about pace of play, which resulted in faster rounds in general.

Golf lessons and programs saw significant increases this season. Our Head Professional and instructors were able to increase golf lessons by 105%. Our Adult clinics saw an increase of 21% and Junior clinics grew by 71%. In addition, we increased tee time availability for both our men’s and women’s league play and were able to include all applicants that applied who reside in the Upper Blue Basin. We also began promoting and utilizing the golf simulator this season. It is available for public use during winter months, including new league play beginning in December.

Course conditions were exceptional this season, as our maintenance practices continue to evolve. We completed several improvement projects, which include installing new perimeter fencing on the Beaver course and partial areas on the Bear course, resurfacing the cart paths on the Beaver course, and renovating the back exterior stairs at the clubhouse to improve safety during the winter months. Additionally, the maintenance team completed in-house projects on the golf course such as building stairs on #2 Bear blue tee box, improving drainage and turf conditions around the starter building, and restoring many golfer sightlines to their original design.

1

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

From an environmental standpoint, the BGC was recertified as a Cooperative Sanctuary through Audubon International. This certification recognizes BGC's efforts to minimize the application of pesticides while encouraging best practices for enhancing habitat for wildlife. Mechanical control efforts of noxious weeds were greatly increased throughout the property to reduce the growth and spread of noxious weeds while also encouraging the growth of native plants. BGC staff also worked with Free Range Beehives to introduce three colonies of honeybees, which should enhance the local ecosystem by increasing the pollinator populations.

Public Outreach/Engagement

The BGC new management team increased the amount of public outreach and engagement by creating monthly newsletters, which highlight important topics throughout the golf season. Additional communications about programs, league play, and demo days were also significantly increased. Feedback received from the community about the increased communications was resoundingly positive!

A new Golf Advisory Committee was formed, which is made up of the Director of Recreation, Golf Manager, Head Professional, Superintendent, and three women and three men from the golf community. The committee discussed a wide variety of topics including tee-times, league play, course conditions, restaurant operations, and capital projects. The golf management team was able to utilize feedback from the community members to aid in the present and future decisions being made at the BGC.

Financial Implications

Overall, revenue was over budget more than \$430,000 for the 2024 golf season. Greens Fees surpassed \$3,000,000 for the first time ever, as we exceeded 34,000 rounds. Revenue from pro shop sales, golf lessons, driving range fees, and cart fees were all above budget for the season as well. Revenue from the golf simulator is currently at \$6,645 YTD and expected to grow significantly in 2025. As of today, we are projecting savings to the expense budget of approximately \$100,000 for 2024.

The unprecedented growth seen in the golf industry since 2020 is beginning to level off nationwide. However, the demand for resort golf remains strong and we anticipate similar numbers next season.

Equity Lens

One of the goals of the management staff was to address concerns from locals about tee time availability. In response, we added 2,200 local block tee times to our tee sheet in 2024, an increase of 25% from the previous year. This greatly alleviated the frustrations residents were previously experiencing, and we received significant positive feedback from community members. Moving forward, we will continue to use the equity lens to evaluate how we can be more inclusive.

Each year, the BGC hosts several fundraising tournaments for local non-profit organizations. We provide in-kind grants to these organizations, helping them raise money for our community. This year we hosted tournaments for the following organizations: The Summit Foundation; Little Red Schoolhouse; Summit Youth Hockey; Summit Rugby; Summit Football/Baseball; and Summit Community Care Clinic. The BGC's support for these local non-profit organizations help them provide critical services that benefit a diverse range of community members.

This summer, the golf management team received a request from several community members for the creation of a new nine-hole women's league. We discussed this request with the Golf Advisory Committee, and it was agreed that we will review the feasibility of creating this new league during the off-season.

Staff Recommendation

This memo provides a review of the 2024 golf season, and there is no current recommendation or request for action from the Town Council. Staff will be available at Tuesday's meeting to provide additional details about the past season and answer any questions from Town Council.



Memo

To: Town Council
From: Chris Kulick, AICP, Planning Manager
Date: 11/15/2024 (for 11/26/2024)
Subject: Neighborhood Preservation Policy Worksession

Town Council Goals (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input type="checkbox"/> Organizational Need | |

Summary

This memo will provide a framework to discuss neighborhood preservation issues that have been identified as general concerns by the Council. This subject is multi-layered in its potential impact to the community. Therefore, at this initial worksession, staff will provide a broad overview of the identified issues and seek direction to ensure that staff focuses on the key concerns for future meetings.

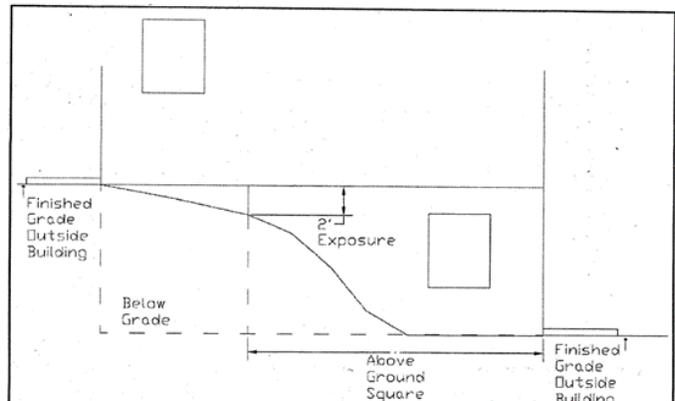
Background

In September 2007, Town Council voiced concerns regarding the development of large homes in Town and expressed their desire to maintain the character of older, established neighborhoods. The Council was concerned that “scrape offs” and new construction resulting in large homes could pose a threat to the existing character of these neighborhoods and directed staff to create a “Neighborhood Preservation Policy” (NPP).

Based on the Council’s expressed concerns, the Town embarked on an in-depth, two-year planning process that established above ground density limitations for single-family lots without platted building or disturbance envelopes. This process included:

- Conducting 14 Planning Commission and Town Council worksessions
- Meeting with seven individual HOAs
- Meeting with the Summit County Homebuilders Association
- Formulating a task force that met bi-weekly from April – June 2009

In the spirit of compromise, the Council settled on above-ground home size restrictions that were less than initially recommended by staff. As an attachment to this memo, staff have provided a detailed timeline of the previous NPP process.



Above Ground Density: That portion of the floor area of the structure that is above finished grade. Any portion of a foundation wall that is exposed more than two feet (2') above finished grade shall be counted as aboveground square footage.

Home Size

The cornerstone of the 2009 NPP was home size. Now, we are able to look at how home size has changed in neighborhoods where the NPP was implemented. Using the Weissshorn Subdivision as an example, the neighborhood's median total home size (including garages and below-ground density) increased by 29% since 2009. The median size of new homes in the Weissshorn constructed since 2019 is 6,410 sq. ft. Homes and large additions constructed since 2019 in the Weissshorn Subdivision are 8.5% greater than the median size of homes constructed during the same period in other areas of Town that have building and disturbance envelopes not subject to NPP regulations (5,907 sq. ft v. 6,410 sq. ft).

Staff have researched many other communities that are experiencing similar development pressure and how they address home size. A summary table of this research is provided as an attachment to the memo. In general, very few communities have directly addressed home size, except in urbanized neighborhoods with smaller lots that are similar in size to the Town's Historic District. Of the communities that regulate home size on larger lots (0.33 acre and above) home size limits are normally generous, with Vail being the most restrictive of the communities we have researched.



A possible alternative to the trend of large home development to consider is allowing larger lots to be split and for two smaller homes to be constructed instead of one large home. Staff recognizes that additional lots created through lot splits also affects existing neighborhood character by adding more residences to a neighborhood. Staff further notes adding single-family lots without the transfer of density is also in conflict with the Joint Upper Blue Master Plan, but it would ensure the development of smaller homes due to diminished lot size. It is also unclear if market conditions would encourage lot splits or if it would still be preferable to property owners to maintain larger sized lots, which would accommodate larger homes.

Energy Consumption/ Sustainability

Another concern related to home size is the excessive energy demand large homes create. In 2023 Pitkin County adopted maximum home size regulations after an extensive public process that included a Community Growth Advisory Committee that prepared a "Final Report of Recommendations". The [report](#) provides research that shows "...a strong correlation between home size and greenhouse gas (GHG) emissions per area." Key findings from the report include:

- As home size increases from 1,000 sq. ft. (the smallest homes studied) to 14,000 sq. ft. (the largest in the study), the total emissions per sq. ft. more than doubles.
- The higher energy use per area with large homes is primarily driven by “amenity loads.” Amenity loads are energy using amenities not seen in the average American household.
- The maintenance of large homes in Unincorporated Pitkin County generated nearly 9% of their total 2019 annual GHG emissions. 87% of these home maintenance emissions came from transportation, i.e., trips by people hired to manage or maintain a home.

Beyond the concern about how home size contributes to overall GHG emissions, staff recognize a more imminent concern related to Xcel reaching its limit to supply natural gas and the need to shift more properties to use electricity exclusively for energy. Understanding the amount of energy large homes require, staff believe that Council should consider limiting homes above a certain size from having a gas connection and meeting enhanced energy standards.

In addition to energy consumption, material waste has been identified as an issue with scrape-offs and major renovations. Sustainability staff are actively working on this issue with Summit County Government.

Given the Town’s ambitious sustainability goals, staff believe energy use could provide a strong justification for limiting home size, along with bolstering efforts to electrify new residential development. Staff seek Council feedback on this specific topic.

Design Elements that Influence Character

Beyond the actual square footage of a home there are other factors that influence the perception of home size. Building height and setbacks are likely the biggest influences in this regard. A method to reduce perceived building size would be to reduce allowed building height and increase building setbacks for single family homes. Beyond perceived scale, reducing building height and increasing setbacks leads to reduced developed square footage because building height and setback regulations serve as the primary development control points along with allowed density and building/disturbance envelopes. Presently, single-family homes outside of the Conservation District are permitted a maximum building height of 35’. Recommended setbacks for single-family homes are Front 25’, Rear 15’, Side - combined side setback of fifty feet (50’) (total of both sides), with no structure built within fifteen feet (15’) of a side yard property line.

Glazing is another character-defining design element that has generated some recent comments. Staff are aware of a perception that the percentage of glazing in new homes outside of the Conservation District is increasing. Staff believe this is a topic worthy of discussion because of the competing interests that restricting glazing will present. Large amounts glazing can produce unwanted light shed and a lack of privacy. Staff also understand that large spans of glazing provide views of the surrounding landscape which is a highly desired feature for most homeowners in Breckenridge.

Neighborhood Specificity

In the previous iteration of the NPP, the Council directed staff to focus on older more established neighborhoods that were platted prior to the requirement of platted building or disturbance envelopes. The rationale for this focus was two-fold. First, it was assumed that lots that have platted building or disturbance envelopes are more limited in developable area than lots that are only subject to building setbacks. This may be nominally true as the median home size since 2019 for lots that feature a building envelope is 5,907 sq. ft. compared to 6,407 sq. ft. for the Weisshorn Subdivision example that is only subject to building setbacks as described above. Secondly, the Council was also concerned that new development affected the character of mature neighborhoods more than in areas that were newer and less built out. Since the time of the original NPP adoption most newer subdivisions have reached a level of substantial build-out and therefore there is less difference in this regard between the two neighborhood types than there was 15 years ago at the time of the NPP’s adoption.

It is worth noting that of the neighborhoods subject to the 2009 NPP, only one home outside of the Weisshorn Subdivision was constructed or had a major addition since 2019. This home totals 3,786 sq. ft. and is located on White

Cloud Dr. in the upper Warriors Mark neighborhood. From our research, home size is unsurprisingly proportional to land value, with the largest homes being constructed in neighborhoods with direct ski or lift access or adjacency to downtown such as Boulder Ridge, Gold Flake, Lomax Estates, Shock Hill, Timber Trail, and the Weisshorn. Southside Estates, a small subdivision on the far south end of Town, is the only subdivision away from the core of Town or the ski resort that is experiencing large home construction. Most lots in the Highlands contain building and disturbance envelopes and are thus not subject to the home size restrictions.

Scrape-off/ Major Additions

Staff understand that much of the renewed interest in the NPP stems from the volume of highly visible scrape-offs that are occurring in the Weisshorn Subdivision along Wellington Road. Based on this perceived community concern, is the complete removal or major addition to existing homes an item to be addressed beyond simply regulating home size? In neighborhoods such as the Weisshorn, where most scrape-offs and major additions are occurring, the issue of character is complicated because the neighborhood does not have a dominant housing style or size. Homes built from the 1960's through the 1990's range in size from 800 sq. ft. to 5,200 sq. ft. Much of the appeal of the Weisshorn neighborhood is its relatively large lots, proximity to Town, and architectural freedom that many of the newer neighborhoods with strict HOAs do not allow.

Public Outreach/Engagement/Next Steps

Based on Council feedback from this worksession, staff will begin working on next steps. Staff acknowledge that from our previous experience, and those of similar communities, efforts to address neighborhood preservation are contentious and require meaningful public engagement to be successful. Staff suggest as a next step to initiate a community survey and open house to better understand the concerns of the community related to neighborhood preservation. Council feedback on the following topics is requested:

- Limiting home size to maintain neighborhood character.
- Limiting home size to address energy consumption and sustainability concerns.
- Addressing building height, setbacks or other design elements (e.g., amount of glazing).
- Other suggestions or thoughts from Council.

Financial Implications

Staff anticipate work on the NPP in the short-term will result in more staff time dedicated to the topic from the Planning and Sustainability Divisions. Additionally, staff acknowledge that many communities that have looked at similar measures have contracted outside consultants that result in additional short-term expenses. The financial implications of this topic will largely depend on Town Council's policy guidance and expectations for public engagement.

Equity Lens

Related to the Town's Equity Blueprint, this policy does not further any of the Blueprint's goals since it pertains to preserving the character of single-family neighborhoods that are among the Town's most expensive and likely feature low levels of diversity. None of the potential possible outcomes, including no action to incorporating new development restrictions, will likely have any impact related to the four overarching goals of the Equity Blueprint.

Staff Recommendation

Staff looks forward to receiving Council direction on this complex issue and will be available on Tuesday to answer any questions. Staff suggests this item return for another worksession to address priorities identified at this meeting.

Community Comparison

Community	Example Lot Size	Maximum Home Size	Methodology	Notes
Vail	33,541 sq. ft.	4,960 sq. ft.	0.13 of site area > 10,000 sq. ft. lot + 600 sq. ft. garage exemption	
Aspen	33,541 sq. ft.	6,600 sq. ft.	Lot Size 15,000— 50,000: 4,500 square feet of floor area, plus 6 sq. ft. of floor area for each additional 100 sq. ft. in Net Lot Area, up to a maximum of 6,600 sq. ft. of floor area	
Breckenridge	33,541 sq. ft.	8,000 sq. ft.	1:4 FAR or 8,000 sq. ft. (Above Ground)	
Pitkin County	33,541 sq. ft.	9,250 sq. ft.	Some plats have more restrictive limitations that supersede the 9,250 sq. ft. limit.	Adopted in 2023, previous limit: 15,000 sq. ft.
Boulder County	33,541 sq. ft.	Varies	125% of the median residential floor area for defined neighborhood.	
Jackson + Teton County, WY	33,541 sq. ft.	10,000 sq. ft.	0.4 FAR, maximum total density of 10,000 sq. ft.	
Easthampton, NY	33,541 sq. ft.	10,000+ sq. ft.*	10,000 sq. ft. Affordable accessory apartments, qualifying artists' studios and detached buildings of less than 600 sq. ft. do not count toward the home size maximum.	Proposed*, current maximum 20,000 sq. ft. + detached building exemptions.
Routt County	33,541 sq. ft.	12,250 sq. ft.*	7,500 sq. ft. + 750 sq. ft. garage + exemption for basement and accessory structure space up to 4,000 square feet.*	Proposed*
Southampton, NY	33,541 sq. ft.	13,416 sq. ft.	0.4 FAR Above Ground	
Park City, UT	33,541 sq. ft.	Varies	Limit set by plat	
Malibu, CA	33,541 sq. ft.	Unlimited	One unit per ½ acre	Septic is a limiting factor.
Santa Barbara County	33,541 sq. ft.	Unlimited		
Summit County, CO	33,541 sq. ft.	Unlimited		
Summit County, UT	33,541 sq. ft.	Unlimited		

Neighborhood Preservation Policy Timeline

September 11, 2007 Council meeting, Council voiced concerns regarding the increasing number of large homes in Town. The Council indicated their desire to maintain the character of Town and preserve the character of older, established neighborhoods. Teardowns and new construction resulting in large homes could pose a threat to the existing character of these neighborhood and Town environments.

Planning Commission Work Sessions:

December 4, 2007: Power Point presentation on homes with low FARs (large homes on small lots), examples of other communities, overview of community impacts of large homes and Council's FAR and cap preference.

February 5, 2008: Run through different options-square footage cap, above ground square footage cap, neighborhood FAR, relative policy, TDRs.

August 19, 2008: Council preference to utilize FAR and max cap approach. Staff presented sliding scale, set FAR and hybrid options to address FARs.

October 7, 2008: Presented detailed statistics on neighborhoods on utilizing median, 80th or 90th percentile, hybrid and sliding scale approaches.

December 2, 2008: Presented examples of minimum size, FAR and maximum size based on 80th or 90th percentile.

September 1, 2009: Presented Task Force proposal.

September 15, 2009: Presented draft ordinance.

Town Council Worksessions/Hearings:

February 12, 2008: Report of PC preferences (above ground sq. ft. cap with FAR approach), asked Council their opinion of the options presented at the Feb. 5 PC meeting.

July 22, 2008: Report of County approach thus far; report of discussion with Christie Heights and Penn Lode homeowners/HOA, Weisshorn meetings, and Warriors Mark board members. Approach options raised through input: setbacks, above ground density +3 car garages, FAR and self regulation through HOAs.

October 28, 2008: Staff presented the proposal of a minimum size, FAR and maximum cap based on an 80 or 90th percentile (and median or largest home).

Feb.10, 2009: Report on public open house results.

March 10, 2009: Council selection of Task Force members.

June 23, 2009: Staff presents Task Force proposal to Council.

July 28, 2009: Staff presents results of open house to Council. Council voices support for policy as proposed and directs staff to move onto Planning Commission.

October 13, 2009: First reading.

Other Early Meetings/Contacts:

Weisshorn Subdivision: April 23, 2008 (2 homeowner meetings).

Warriors Mark HOAs: Comments received via email from Board members May 2008.

Christie Heights: Spoke with Dave Garrett from the HOA May 2008.

Penn Lode: Spoke with the majority of homeowners in Penn Lode May 2008.

Sunbeam Estates: Spoke with Gene Baker from the HOA May 2008.

Highlands (Filing 1-4): Spoke with Rick Oshloel, HOA President January 22, 2009 prior to public open house.

Brooks Hill: Spoke with Tim Casey January 21, 2009, developer of subdivision prior to public open house.

Summit County Home Builders Association: Presented at the January 2009 monthly meeting. Task Force meetings bi-weekly April-June, 2009.

Special Task Force meeting with Carol Rockne on Warrior Mark: September 22, 2009.

Public Open Houses:

February 2, 2009 and February 4, 2009

July 22, 2009 (Task Force proposal)



Memo

To: Town Council
 From: Julia Puester, AICP, Assistant Community Development Director
 Date: 11/20/2024 (for 11/26/2024)
 Subject: Amended Administrative Rules and Regulations for the Collection and Administration of Summit Combined Housing Authority Development Impact Fee

Town Council Goals (Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Staff is proposing to update the 2007 Administrative Rules and Regulations for the Collection and Administration of the Summit Combined Housing Authority Development Impact Fee (“Rules”).

Background

In 2006, Summit County voters approved a ballot measure, referred to as 5A, which authorized a development impact fee on new construction for affordable housing (“Impact Fee”). This Fee was implemented by the Summit Combined Housing Authority through Resolution 06-05, which also authorized each member jurisdiction to adopt more specific policies and procedures related to the assessment, collection and administration of the Impact Fee.

After the ballot initiative and resolution were passed in 2006, the Town adopted the 2007 Amended Administrative Rules and Regulations for the Collection and Administration of Summit Combined Housing Authority Development Impact Fee. Staff finds the need to amend the Rules to clarify the fee is in perpetuity as well as make some changes based on lessons learned in implementation since the 2007 adoption.

Proposed changes include:

- Timeline for paying the impact fee-Staff proposes to collect the impact fee at the time of building permit issuance when other fees (building permit fees, PIFs) are collected. The impact fee is currently collected later in the process, prior to the issuance of a certificate of occupancy. This complicates the process of collecting fees. This has also caused issues for contractors and homeowners wanting the certificate of occupancy and having to wait until they can access the funds. We believe that this will be a more streamlined process for all parties.
- Removal of references to 80% Area Median Income (AMI)- Staff recommends removing the requirement of 80% AMI units as recent Housing Needs Assessment studies have shown a cross section of AMI needs across the community.

Public outreach/engagement

With the proposed change from collecting the impact fee from time of certificate of occupancy to time of issuance of a building permit, staff understands that this will be an adjustment for the contractors. Should the Town Council support the change, staff will open a four week public comment and question session to the Summit County Builders Association and general public. This timeframe will allow for public comment and concerns to be submitted and responded to in advance of implementation.

Financial Implications

There is no change to the amount of the fee.

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Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Equity Lens

The purpose of the Summit Combined Housing Authority development impact fee is to provide a funding source for affordable housing within Summit County and its respective municipalities. The fee is assessed on new market rate residential and commercial construction utilizing an escalating scale from \$0 to \$2 per square foot (e.g. larger square footage is assessed the higher fee). The Town utilizes the fees collected toward affordable housing related projects, supporting our local workforce.

Staff Recommendation

This item does not require a formal Town Council approval however staff would like Town Council's support in moving forward with the *Amended the Administrative Rules and Regulations for the Collection and Administration of Summit Combined Housing Authority Development Impact Fee*.

1 AMENDED ADMINISTRATIVE RULES AND REGULATIONS FOR THE COLLECTION AND
2 ADMINISTRATION OF SUMMIT COMBINED HOUSING AUTHORITY DEVELOPMENT
3 IMPACT FEE RULES
4

5 WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, authorizes the creation of a
6 multijurisdictional housing authority through an intergovernmental agreement (“IGA”); and

7 WHEREAS, Summit County and the incorporated towns of Breckenridge, Frisco,
8 Silverthorne, Dillon, and Montezuma have entered into an IGA creating the Summit Combined
9 Housing Authority (“SCHA”); and

10 WHEREAS, Section 29-1-204.5, C.R.S., also provides that a multijurisdictional housing
11 authority is authorized to levy a sales and use tax as well as a development impact fee within
12 the boundaries of the authority; and

13 WHEREAS, in 2006 Summit County voters approved a ballot measure to impose one-
14 eighth of one percent (.125%) for a period of ten years and also authorized a development
15 impact fee of two dollars or less per square foot of new construction; and

16 WHEREAS, the SCHA adopted Resolution 06-05, attached hereto as Exhibit A,
17 establishing an impact fee of up to two dollars per square foot based upon the square footage of
18 the construction, as further set forth in Resolution 06-05 (“Impact Fee”); and

19 WHEREAS, Resolution 06-05 also provides that each member jurisdiction of the SCHA
20 has the ability to adopt more specific policies and procedures for the assessment, collection,
21 and administration of the impact fee; and

22 WHEREAS, the member jurisdictions, including the Town of Breckenridge, have entered
23 into a Third Amended and Restated Agreement with the Summit County Housing Authority
24 which, among other things, further authorizes members to administer and collect the Impact Fee
25 for all new residential, commercial and industrial construction within its jurisdiction. It also
26 authorizes a member to develop and implement a system to (i) provide a credit or offset against
27 the Impact Fee in favor of a developer who provides affordable housing for its project pursuant
28 to the Member's land use development laws; (ii) provide a voluntary endowment restrictive
29 covenant system or other mechanism authorizing a property owner to defer collection of the
30 Housing Impact Fee; and, (iii) expend its share of funds on affordable housing; and

31 WHEREAS, the Town of Breckenridge (“Town”) desires to adopt a set of policies and
32 guidelines for the assessment, administration, and collection of the Impact Fee, as further set
33 forth herein.

1
2 **1. Authority.** Authority to adopt rules and regulations is granted to the
3 administration under section 1-18-1 of the code.

4
5 **2. Applicability of Impact Fee.** The Impact Fee applies to all new market rate
6 residential, commercial and industrial construction within its jurisdiction, unless exempted from
7 payment of the Impact Fee pursuant to Section 12 of these Amended Regulations.

8
9 **3. Responsibility for Administration and Collection of Impact Fee.** The Impact
10 Fee will be administered and collected by the Town’s Department of Community Development
11 (“Department”). The Department will determine the square footage of a project for purposes of
12 calculating the required Impact Fee in accordance with the development code, and will make all
13 other determinations and interpretations regarding Impact Fee administration required to
14 properly implement these Amended Regulations, including, but not limited to, the calculation of
15 any applicable credit under Section 13 of these Amended Regulations.

16
17 **4. When Impact Fee Due.** The Impact Fee is due and must be paid to the Town
18 prior to issuance of a building permit.

19
20 **5. Type of Development to Which Impact Fee Applies.** The Impact Fee applies
21 to:

- 22 A. the “new construction” of a building or structure for which a building permit is
23 required under the Town’s building and technical codes; and
24 B. the construction of an addition to an existing building or structure for which a
25 building permit is required under the Town’s building and technical codes.

26
27 **6. Calculation of Impact Fee.** The Impact Fee shall be calculated based upon the
28 type of development and total square footage proposed to be constructed, as set forth in and
29 duly authorized by a building permit.

30
31 **7. Determination of Square Footage.** The following rules shall apply to the
32 determination of the square footage of a building that is subject to the Impact Fee:

- 1 A. Total square footage shall be calculated based on the Town of Breckenridge
2 Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code), and
3 the Department's policies, procedures and methods of calculating square footage
4 under the Development Code section 9-1-5 density and mass definitions.
5 B. For the purpose of calculating total square footage, the following rules will apply:
6 (i) Finished and unfinished spaces will be counted toward overall square
7 footage.
8 (ii) Stairs will be counted for all levels, minus one level.
9 (iii) Attics and crawl spaces will not be counted toward overall square
10 footage.

11

12 **8. The Impact Fee schedule is as follows:**

13 A. Single Family Residences:

- 14 • 1,499 square feet or less - \$.0
15 • 1,500 to 2,499 square feet - \$.50 per square foot
16 • 2,500 to 3,499 square feet - \$1.00 per square foot
17 • 3,500 to 4,999 square feet - \$1.50 per square foot
18 • 5,000 + square feet - \$2.00 per square foot

19

20 Includes: detached single family residences, as well as duplexes (as defined in
21 the Development Code). The Impact Fee also applies to:

- 22 (i) new additions to existing detached single-family structures; and
23 (ii) accessory structures, including accessory units or garages, either
24 attached or detached to single family residences, but excluding sheds
25 and other accessory structures exempt from the requirements for a
26 building permit as provided in the Town's building code regulations.

27

28 The impact fee for additions to single-family residences shall be calculated as
29 follows:

30

1 The impact fee for the construction of an addition will be based upon the
2 combined square footage of the existing structure and the addition. For example,
3 the impact fee for the construction of a new 1,200 square foot addition to an
4 existing 4,000 square foot single family home would be \$2,400 [because the
5 combined total square footage of the existing structure and the new addition is
6 5,200, the applicable rate is \$2.00 per square feet. 1,200 square feet of addition
7 x \$2.00 per square foot = \$2,400 impact fee].
8

9 B. All Other Residential Structures¹:

- 10 • 999 square feet or less - \$.0
- 11 • 1,000 to 1,499 square feet - \$.50 per square foot
- 12 • 1,500 to 2,499 square feet - \$1.00 per square foot
- 13 • 2,500 + square feet - \$2.00 per square foot

14
15 Includes: apartments, duplex units, condominiums, condo/hotels,
16 hotel/lodge/inns, timeshare interests, townhouses, and other multi-family
17 dwellings (as defined in the Development Code), and additions to these types of
18 structures.

19
20 The impact fee for additions to all other residential structures shall be calculated
21 as follows:

22
23 The impact fee for the construction of an addition will be based upon the
24 combined square footage of the existing structure and the addition. For example,
25 the impact fee for the construction of a new 900 square foot addition to an
26 existing 1,000 square foot condominium would be \$900 [because the combined
27 total square footage of the existing structure and the new addition is 1,900, the
28 applicable rate is \$1.00 per square feet. 900 square feet of addition x \$1.00 per
29 square foot = \$900 impact fee].

¹The Impact Fee for All Other Residential Structures will be calculated on a “per unit” basis.

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C. Commercial or Industrial Structures:

- \$2.00 per square foot

Includes: all commercial buildings and outbuildings to be built on the property (e.g., garages, sheds, etc.).

D. Mixed Use Structures: For structures that are mixed use (e.g., commercial/residential buildings) the Impact Fee will be applied as follows:

- Residential area will be charged the Impact Fee for “All Other Residential Structures.”
- Commercial area will be charged the Impact Fee for “Commercial or Industrial Structures.”

Excludes: common areas, amenity buildings, garages and storage buildings.

E. Multiple Types of Structures On One Lot:

- All buildings constructed on the same lot, parcel, or subdivision will be charged the Impact Fee based on the “type” of building permit issued for that structure.

Excludes: common areas/amenity buildings and garages.

F. Redevelopments/Scrape-Offs:

- Where a building or multiple buildings are demolished and the site is redeveloped, the entire square footage of the new development will be considered new construction and will be subject to the Impact Fee schedule set forth above for the type of units constructed.

- For redevelopments/scrape-offs that are subject to the Impact Fee,

1 a credit against the required payment of the Impact Fee will be granted
2 for a project containing already existing deed restricted employee housing
3 units. In order to qualify for this credit the already existing deed restricted
4 units must be restricted, in a form and substance acceptable to the Town
5 Attorney.
6

- 7 G. Impact Fee Not Calculated Incrementally. As provided for in the Combined
8 Housing Authority's Impact Fee resolution, the Impact Fee for all categories of
9 structures listed above will be applied to the total square footage of a structure or
10 addition, not in increments. For example, a 3,000 square foot house would pay
11 \$1.00 per square foot, or \$3,000 as opposed to the 3,000 square foot house
12 paying \$.50 per square foot for the first 2,500 square feet and \$1.00 per square
13 foot for the next 500 square feet, or \$1,750.
14

15 **9. Exemptions.** An Impact Fee will not be required to be paid for the following
16 categories of development:

- 17 A. Change of Use. Change of use without adding additional square footage or
18 space (Commercial or Residential) will not result in the assessment of the Impact
19 Fee.
20

- 21 B. Residential or Commercial Remodels. Commercial or residential
22 remodels that do not involve the construction of additional square footage will not
23 result in the assessment of an Impact Fee.
24

- 25 C. Exemptions. Per the impact fee resolution adopted by the SCHA in 2006, the
26 SCHA determined that there were two categories of exemptions from the impact
27 fee as follows:

- 28 (i) Low or moderate income housing. Any residential housing structure which
29 is deed restricted or otherwise properly restrained from open market sale
30 or use to ensure that it is properly characterized as low income housing or
31 moderate income, as such terms have been defined in accordance with
32 the interpretation of the Colorado Division of Housing, pursuant to C.R.S.

1 524-32-717(4), and as amended and/or relocated from time to time et.
2 seq.

3
4 (ii) Affordable employee housing. Any residential housing structure which is
5 deed restricted or otherwise properly restrained from open market sale or
6 use to ensure that it is properly characterized as affordable employee
7 housing, as such term is defined with specificity by the Town.

8 E. Other Exemptions. The Town Council may grant additional exemptions and
9 waivers of the Impact Fee when deemed to be in the public interest due to
10 special circumstances or unique situations, including, but not limited to, when a
11 proposed development provides alternative employee housing mitigation not
12 otherwise addressed by these policies.

13
14 **10. Credit For Restricted Housing Units.** A credit against the required payment of
15 the Impact Fee will be granted for projects that mitigate at least as much as is required by the
16 municipal code of its employee generation by deed restricting employee units (at not less than
17 350 square feet of housing per employee). In order to qualify for this credit the units must be
18 restricted, in a form and substance acceptable to the Town Attorney, so as to be permanently
19 affordable at an AMI agreed upon by the Town.

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21 **11. Amended Regulations; Effect of Amendment.** These Amended Regulations
22 supersede and replace any prior temporary or permanent rules governing the interpretation,
23 application and collection of the impact fee.

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28 _____
29 Shannon Haynes, Town Manager
30 Town of Breckenridge, Colorado
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