



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, December 10, 2024, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89399585036> (Telephone: 1-719-359-4580; Webinar ID: 893 9958 5036).

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - NOVEMBER 26, 2024

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 27, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER*

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
 - 1. *COUNCIL BILL NO. 28, SERIES 2024 - AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM*
- B. RESOLUTIONS, SERIES 2024
 - 1. *RESOLUTION NO. 22, SERIES 2024 - A RESOLUTION ADOPTING THE 2024 FINAL*

SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 (AND PUBLIC HEARING)

2. *RESOLUTION NO. 23, SERIES 2024 - A RESOLUTION AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT A GRANT REQUEST TO THE COLORADO PARKS AND WILDLIFE DEPARTMENT STATE TRAILS GRANT PROGRAM*
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

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

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR DECEMBER AND JANUARY

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of November 26, 2024, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Jay Beckerman, Todd Rankin, Carol Saade, Dick Carleton and Mayor Kelly Owens.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – November 12, 2024

With no changes or corrections to the meeting minutes of November 12, 2024, Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

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

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened Public Comment.
With no comments, Mayor Owens closed Public Comment.

B) BRECKENRIDGE SKI RESORT UPDATE

Jon Copeland, COO of Breckenridge Ski Resort, stated opening day was very successful, including good conditions and a lot of media. He also stated the resort is focusing on Peak 7 now, after opening Peaks 8 and 9, with more than double the terrain available at this time last year. Copeland stated the ski back to Town will open this weekend, and the resort will be using real-time messaging to guests, and will be incentivizing carpooling among guests. In addition, he stated the resort hosted an employee preview day, which was special for the employees, and they are planning Winter Kickoff on December 10th. Copeland stated the resort is working on an employee workforce platform, and will be hosting an employee dinner for Thanksgiving. He also stated Wake Up Breck was a success with a partnership with Building Hope and they raised almost \$3000, which was matched by the resort. Copeland stated uphill access is open, and all food and beverage locations will be plastic-free this year. Copeland stated the Overlook Restaurant is testing AI technology, and the resort is partnering with Breckenridge Grand Vacations on their projects. Copeland stated the resort has focused on early season track-packing on runs.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2024

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2024

1) COUNCIL BILL NO. 27, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER

Mayor Owens read the title into the minutes. Deputy Town Manager Scott Reid stated this ordinance would approve four long-term leases in the BGV Community Center. He further stated staff recommends moving forward with these leases.

Council Member Rankin moved to approve COUNCIL BILL NO. 27, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER. Council Member Beckerman seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2024

1) RESOLUTION NO. 21, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE AND THE TOWN OF BLUE RIVER

Mayor Owens read the title into the minutes. Duke Barlow, Open Space Manager, stated this resolution would approve an IGA with Summit County, the Town of Breckenridge and the Town of Blue River as related to an open space property.

Mayor Owens opened the public hearing.
There were no public comments and the hearing was closed.

Council Member Carleton stated he believes it's good that Blue River is working with us on this kind of agreement.

Council Member Rankin moved to approve RESOLUTION NO. 21, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE AND THE TOWN OF BLUE RIVER. Council Member Carleton seconded the motion.

The motion passed 7-0.

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

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

VIII) REPORT OF TOWN MANAGER AND STAFF

Report of Town Manager and Staff was presented during the afternoon work session.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

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

A. CAST/MMC

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

C. BRECKENRIDGE TOURISM OFFICE

D. BRECKENRIDGE HISTORY

E. BRECKENRIDGE CREATIVE ARTS

F. CML ADVISORY BOARD UPDATE

G. SOCIAL EQUITY ADVISORY COMMISSION

H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE

X) OTHER MATTERS

Other matters were covered during the afternoon work session. Mayor Owens encouraged Council to attend other meetings and events if available.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR NOVEMBER, DECEMBER AND JANUARY

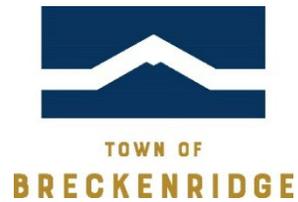
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:12 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Kelly Owens, Mayor



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 12/2/24 (for 12/10/24 Town Council Meeting)
Subject: Ordinance Approving Four Leases at the Community Center (BGVCC) (Second 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

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 second 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

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

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

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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

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27 ; and

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

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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.

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

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

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

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

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

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

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

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

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 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.

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8 TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation

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13 By: _____
14 Kelly Owens, Mayor

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16 ATTEST:

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20 _____
21 Helen Cospolich, CMC,
22 Town Clerk

**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 B. 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 OFFICES	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)

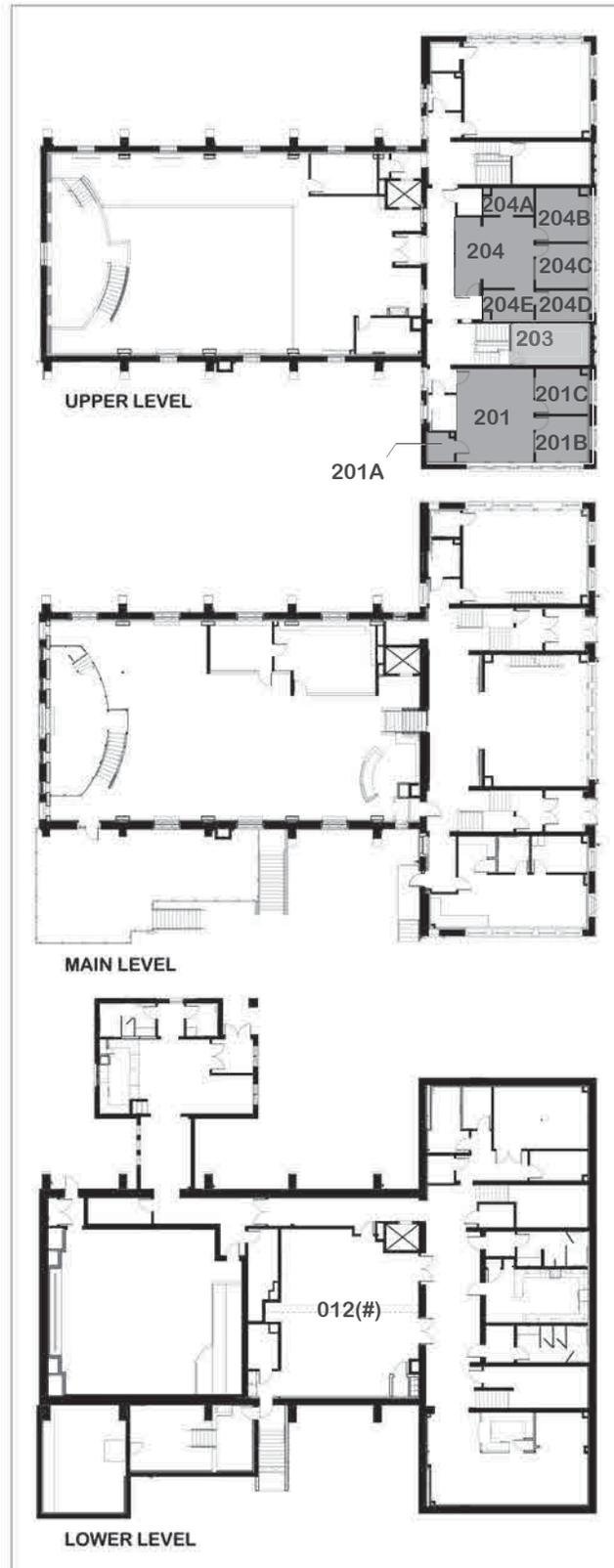


Exhibit B

**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: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE HISTORY,
a Colorado nonprofit corporation

By _____

Title: _____

ATTACHMENT - A

Breckenridge Grand Vacations Community Center

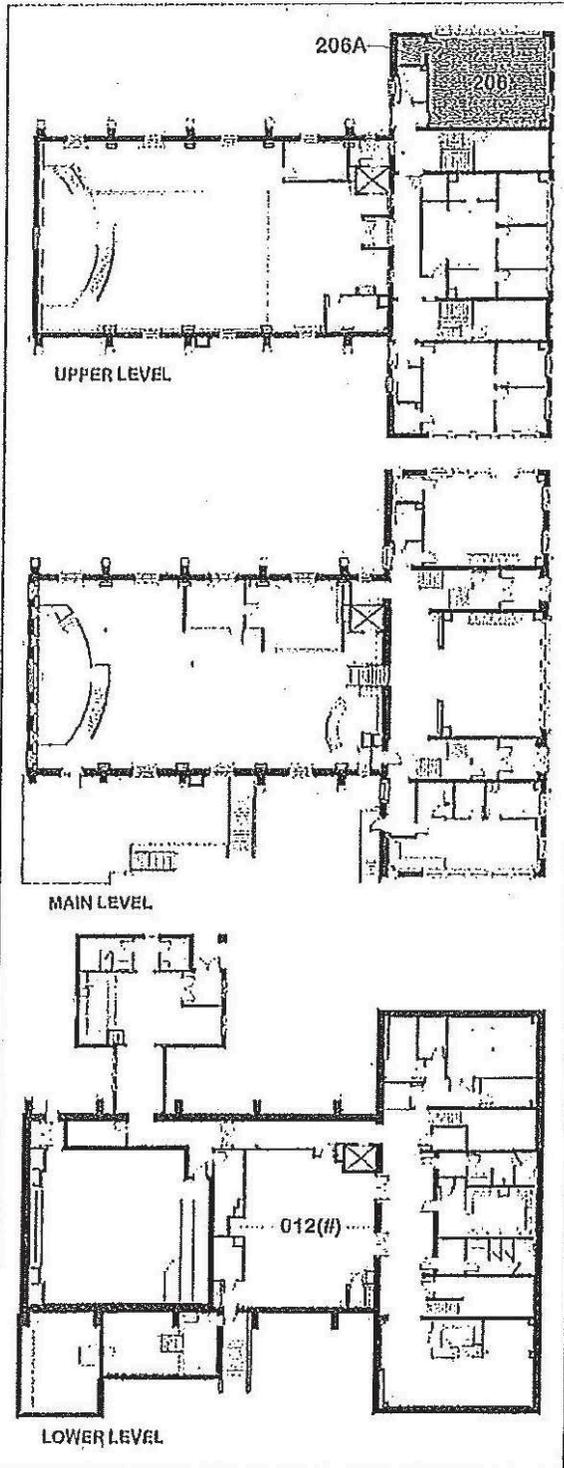
**BRECKENRIDGE HISTORY
LEASED PREMISES**

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 30

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.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Shannon B. Haynes, Town Manager

ATTEST:

Helen Cospolich
Town Clerk

TENANT:

BRECKENRIDGE FILM,
a Colorado nonprofit corporation

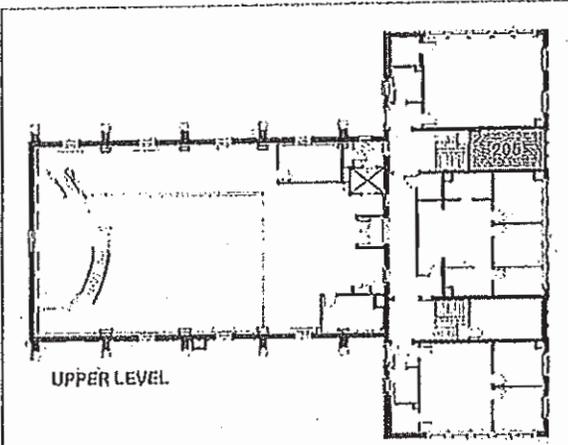
By _____

Title: _____

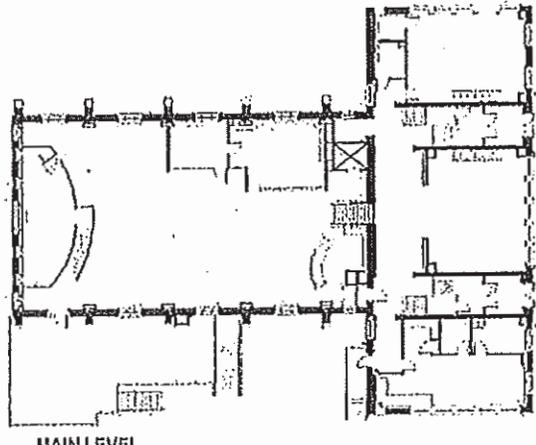
ATTACHMENT - A

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

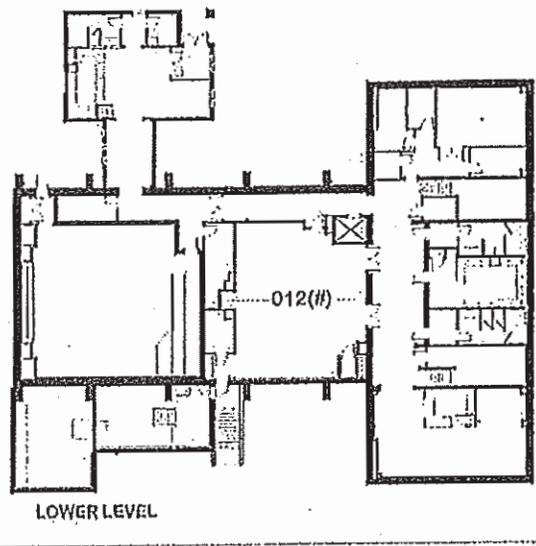
UPPER LEVEL	NET AREA (sf)
205 BRECKENRIDGE FESTIVAL OF FILM	176



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)

Exhibit D

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

By: Shannon B. Haynes, Town Manager

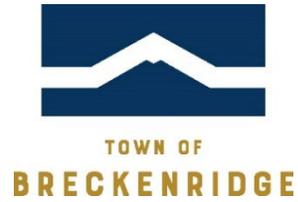
Helen Cospolich, CMC,
Town Clerk

TENANT:

SUMMIT COUNTY LIBRARY

By:

Page 18



Memo

To: Town Council
From: Scott Reid, Deputy Town Manager
Date: 12/3/24 (for 12/10/24 meeting)
Subject: Ordinance Approving Gaymon Cabin Lease for Summit County Telecommunications Consortium (SCTC) (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

Staff requests that Town Council approve the ordinance allowing for the Summit County Telecommunications Consortium (SCTC) to enter into a three-year lease agreement (with two optional three-year renewals) to operate out of the Town-owned Gaymon Cabin, located at 309 North Main Street.

Background

The SCTC provides free public access programming and video production services for an intergovernmental consortium including Summit County Government, the Colorado Mountain College, Summit School District, and the Towns of Breckenridge, Frisco, Silverthorne, and Dillon.

The attached ordinance and lease would provide SCTC with an initial three-year lease (with two optional additional three-year renewals, totaling nine years) and production/office space at 309 North Main Street, also known as the “Gaymon Cabin”.

This lease agreement and the move to the Gaymon Cabin was due to the deconstruction/demolition of the Schoonover Building from which SCTC had operated for many years. The Gaymon Cabin has been vacant since Breck History moved its offices to the Alice Milne House in 2023.

Approving this agenda item would fulfill a Town organizational need to creatively utilize an existing historical structure on Main Street while supporting an important community-based amenity (SCTC) that serves as an informational conduit for residents and guests. Approval of this lease would also ensure that a currently vacant building will be reoccupied and revitalized in support of the Town’s hometown feel and authentic character.

Public outreach/engagement

No public outreach has occurred beyond the standard public noticing requirements for legislative items being considered by Town Council.

Financial Implications

The proposed lease rate of \$1,000 per month will be paid to the Town by the SCTC. This additional revenue will help offset the maintenance costs of the historic Gaymon Cabin.

Equity Lens

The SCTC provides free public access cable network programming and video production services to local community members and visitors alike. It also provides educational and career development opportunities for local school district students and Colorado Mountain College enrollees interested in video production.

Approving this lease will ensure that SCTC will continue to have office and production space for its community-based educational video production.

Staff Recommendation

Staff recommend that Town Council approve this ordinance on first reading, thereby allowing the SCTC to continue operating in a downtown Breckenridge location.

1 COUNCIL BILL NO. __

2
3 Series 2024

4
5 **AN ORDINANCE APPROVING A LEASE OF THE GAYMON CABIN TO**
6 **SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM.**
7

8 WHEREAS, the Town owns the real property commonly known as the Gaymon Cabin
9 (“Property”) located at 309 North Main Street, Breckenridge, Colorado; and

10 WHEREAS, the Town desires to lease the Property to the Summit County
11 Telecommunications Consortium (“SCTC”) for office uses related to SCTC’s mission of
12 providing governmental and educational television channel programming to the Summit County
13 community; and

14 WHEREAS, the Town and SCTC desire to enter into a three-year lease for the Property,
15 with up to two extensions of three years each (“Lease”), in order to provide consistency and
16 certainty for both the Town and SCTC’s operations; and

17 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any lease of
18 Town-owned real property the term of which is longer than one year must be approved and
19 authorized by ordinance;

20 WHEREAS, the renewal of the Lease will be automatic unless one of the parties provides
21 written notice to the other that the party does not want to renew the Lease; and

22 WHEREAS, to the extent any additional action by the Town is needed to fulfill the terms of
23 the Lease or otherwise effectuate the intent of the Lease, the Town Manager is authorized to take
24 such action.

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

27 Section 1. Town Council hereby approves the Lease between the Town of
28 Breckenridge and SCTC, a copy of which is attached hereto as **Exhibit A**.

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

31 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
32 PUBLISHED IN FULL this 10th day of December 2024. A Public Hearing shall be held at the
33 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
34 _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building
35 of the Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Gaymon Cabin Non-Residential Lease

THIS LEASE ("Lease") is made and entered into effective as of the ____ day of December 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Landlord") and SUMMIT COUNTY TELECOMMUNICATIONS CONSORTIUM, a Colorado entity formed by IGA ("Tenant").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following real property located in the County of Summit and State of Colorado, to wit:

Lot 5, a Replat of Lots 5 and 6, Snider Addition to the Town of Breckenridge, County of Summit and State of Colorado; commonly known as 309 North Main Street, Breckenridge, Colorado

(the "Premises")

upon the following terms and conditions:

1. **Term.** Subject to earlier termination as hereafter provided, the initial term of this Lease shall be for a period of three (3) years, commencing November 1, 2024 and terminating October 31st, 2027. As used in this Lease, the word "term" shall mean both the Initial Term and any Renewal Periods (as hereafter defined).
2. **Automatic Renewal; Termination.** Unless either party provides written notice to the other not less than 90 days prior to the end of the Initial Term that such party does not wish to renew the Lease, in which event this Lease shall terminate upon the expiration of the Initial Term, at the time of expiration of the Initial Term this Lease can automatically be renewed for up to two (2) consecutive renewal periods of three (3) years each (each such three (3) year additional term is referred to as a "Renewal Period"). During a Renewal Period, either party, without cause, may elect not to extend this Lease for another Renewal Period by giving notice of non-renewal to the other party not less than 90 days prior to the end of the then-current Renewal Period, in which event this Lease shall terminate upon the expiration of the then-current Renewal Period. A new lease agreement for the Renewal Period(s) shall not be necessary, and all of the covenants, conditions and other terms of this Lease shall remain in full force and effect and shall be the governing agreement between the parties for any Renewal Period(s).
3. **Rent.** The monthly rent to be paid by the Tenant for the term of this Lease shall be ONE THOUSAND DOLLARS (\$1,000.00) PER MONTH, payable by the 5th of each month. Landlord shall provide Tenant with written notice of such rent change at least 90 days prior to the increase in rent becoming effective.
4. **Use Of Premises.** The Premises may be used by the Tenant for office purposes consistent with its mission to provide public telecommunications products and services, and for no other purpose without Landlord's prior written consent, which consent may be withheld or conditionally approved in Landlord's sole and absolute discretion. The Premises shall not be used for storage in excess of the capacity of the existing cabinets and closet and shelf space. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance. No outside storage is allowed.
5. **Taxes.** Tenant shall be responsible for payment of any applicable real or personal property taxes.
6. **Utilities and Services.** Tenant shall initiate, contract for, and obtain, in its name, all utility services required in connection with its use of the Premises, including, but not limited to, water, gas, electricity, telephone, internet, and trash removal, and Tenant shall pay all charges for such services as they become due.

7. **Assignment And Lease.** Tenant shall not sublet the Premises or any part thereof, or assign this Lease, or any part hereof, without the prior written consent of the Landlord, which consent may be withheld or conditionally approved in Landlord's sole and absolute discretion.

8. **Maintenance.** Landlord shall be responsible for maintenance of the foundation, exterior walls, roof, interior structural walls, all other structural components, plumbing system and features serving the Premises, and mechanical, electrical, and heating/ventilation systems. During the term of this Lease, Tenant, at Tenant's sole expense, shall be responsible for maintenance of the remainder of the Premises not required to be maintained by Landlord. Tenant shall keep the Premises in a neat and clean condition. Landlord shall have the ability to periodically inspect to either approve or disapprove of the interior cleanliness. If Landlord determines the interior cleanliness to be substandard, Landlord shall have the ability to contract for cleaning at Tenant's expense. Any building related issues or problems should be reported to the Town of Breckenridge Facilities Division immediately. For emergencies, call the Facilities Division at (970)547-3131 ext. 1555.

9. **Snow Removal And Snow Plowing.** Tenant will be responsible for snow removal of the entry and walkway areas. Snowplowing of the parking area is currently provided by a third party. In the event the third party ceases to provide snow plowing services, Landlord and Tenant will work expeditiously to find an alternative solution. Landlord will ultimately be responsible for ensuring the parking area is plowed.

10. **Improvements.** Tenant shall not make any improvements to or changes of the Premises, or any portion thereof, without the prior written approval of the Landlord. Such approval may be withheld or conditionally approved by Landlord, acting in its capacity as owner of the Premises (and not in its governmental capacity) in Landlord's sole and absolute discretion. Approved changes to the condition of the Premises as delivered by Landlord shall be at Tenant's sole cost and expense, and, unless otherwise agreed upon by Landlord and Tenant, no credit shall be given nor any reduction in rent for changes or improvements to the Premises. No improvements shall affect the exterior appearance of the Premises.

11. **Surrender of Premises; Removal of Tenant's Property.** At the end of the term of this Lease Tenant shall surrender the Premises to the Landlord in as good a condition as existed at the time of the commencement of this Lease, nominal wear and tear excepted. At the end of the term of this Lease Tenant shall remove its property from the Premises. Any of Tenant's property not removed from the Premises within three (3) days after the expiration or earlier termination of this Lease shall be considered abandoned and Landlord shall have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

12. **Inspection Of Premises.** Tenant acknowledges that it has inspected the Premises and is aware of its condition. Tenant accepts the Premises in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. As of November 1, 2024 the Landlord and Tenant agree that the property is in good working condition.

13. **Access To Premises.** Landlord and Landlord's agents and representatives shall have the right to enter the Premises upon reasonable advance notification to Tenant.

14. **Liens.** Tenant shall not permit the creation of any type of lien upon the Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification provisions of Paragraph 19 of this Lease shall apply to any such lien. If any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises as a result of Tenant's work on the Premises, Tenant shall, at Tenant's own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the

filing of such lien.

15. **Hazardous Materials.** Tenant shall not store or permit the storage on the Premises of any type of hazardous or similar material which is regulated by federal, state or local regulation.

16. **Default.**

a. **Default by Tenant.** Tenant shall be in default under this Lease if Tenant fails to comply with any of the applicable terms, provisions or covenants of this Lease within three (3) days following service of a demand for compliance notice by Landlord in accordance with Colorado law.

b. **Default by Landlord.** Landlord shall be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within three (3) days following service of a written notice of default by Tenant in accordance with the provisions of Paragraph 22 of this Lease.

c. **Default Not Capable of Cure Within Three (3) Days.** If the nature of a default is such that more than three (3) days are reasonably required for its cure, then the defaulting party shall not be in default under this Lease if it begins to undertake action to cure the default within the three (3) day period and thereafter prosecutes such cure to completion with due diligence and in good faith. Any cure period shall terminate at any time that the default becomes incurable or when the cure efforts become futile.

17. **Remedies Upon Default.**

a. **Remedies of Landlord.** If the Tenant is in default under this Lease, Landlord shall have all of the remedies provided for in such circumstances by Colorado law, including, without limitation, the right to terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or evict Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for any claim for damages therefore.

b. **Remedies of Tenant.** If the Landlord is in default under this Lease, Tenant shall have all of the remedies provided for in such circumstances by Colorado law.

18. **Insurance.**

Tenant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to Paragraph 19 of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverages. Tenant's required insurance coverages under this Lease shall be as follows:

a. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Tenant. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this Subparagraph.

b. General liability insurance with minimum combined single limits of not less than the limits of liability established from time to time under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. ("Act").

c. The policy required by Subparagraph 17.1.2, above, shall be endorsed to include the Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that provided by Tenant. Tenant shall be solely responsible for any deductible losses under any policy required above.

d. A certificate of insurance shall be completed by Tenant's insurance agent and provided to the Landlord as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Landlord prior to commencement of the term of this Lease. The certificate shall identify this Lease and shall provide that the coverages afforded under the policies shall not be canceled or terminated until at least thirty (30) days' prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to:

Town Clerk
P.O. Box 168
Breckenridge, CO 80424

19. **No Waiver Of Governmental Immunity.** The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$494,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Act, as from time to time amended, or any other limitation or defense otherwise available to Landlord, its officers, or its employees.

20. **Indemnification.** To the extent allowed under law, Tenant agrees to indemnify and hold Landlord, its officers, employees and insurers harmless from and against all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which occur on the Premises and which arise out of or are in any manner connected with Tenant's occupancy of the Premises pursuant to this Lease. Tenant agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claim, or demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

21. **Non-liability Of Landlord.** Tenant hereby releases Landlord, and the representatives, agents, and employees of Landlord, from any and all liability for any injury or damage to Tenant, or to Tenant's property located on or about the Premises, resulting from any cause whatsoever, except injury or damage resulting from the gross negligence or willful act of Landlord, or the representatives, agents, and employees of Landlord.

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

23. **Notice and Demands.** All notices required or permitted under this Lease shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by fax directed as follows:

If intended for Landlord to:

Town of Breckenridge
P.O. Box 168

150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Town Manager
Fax number: (970) 547-3104
Telephone number: (970) 453-2251

with a copy in each case (which shall not constitute notice) to:

Keely Ambrose
Town Attorney
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Fax number: (970) 547-3104
Telephone number: (970) 547-3117
KeelyA@TownofBreckenridge.com

If intended for Tenant, to:

Summit County Telecommunications Consortium
Attn: Brad Williamson
Town of Dillon
P.O. Box 8
Dillon, CO 80443
Fax Number: TBD
Telephone number: (970) 453-9576
Brad@SummitNews.com

Any notice delivered by mail in accordance with this Paragraph shall be deemed to have been duly given on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by fax or email in accordance with this Paragraph shall be deemed to have been duly given upon receipt. Any notice delivered by hand or commercial carrier shall be deemed to have been duly given upon actual receipt. Either party, by notice given as above, may change the address to which future notices may be sent.

24. **Time Of Essence.** Time is of the essence of this Lease.

25. **No Partnership.** Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the Landlord shall not be construed or held to be a partner, associate or joint venturer of Tenant in the conduct of its business.

26. **Third Parties.** This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party (except a party to whom the Tenant may assign this Lease in accordance with the terms hereof) any right to claim damages or to bring a suit, action or other proceeding against the Landlord because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

27. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the parties as to the subject matter of this Lease and that there are no promises, representations, or inducements except as are herein set forth.

28. **Modification.** This Lease may be modified or amended only by a duly authorized written

instrument executed by the parties hereto.

29. **Applicable Law.** This Lease shall be interpreted in all respects in accordance with the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit County, Colorado in connection with any dispute arising out of or in any matter connected with this Lease.

30. **Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

31. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Lease.

32. **Waiver.** The failure of either party to exercise any of its rights under this Lease shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

33. **No Recording.** This Lease shall NOT be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

34. **Binding Effect.** This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

35. **Copy of Agreement.** Both parties hereby acknowledge receipt of a complete and signed copy of this Lease.

LANDLORD:

TOWN OF BRECKENRIDGE, a
Colorado municipal corporation

By: _____
Shannon B. Haynes
Town Manager

[Affix Town Seal Here]

ATTEST:

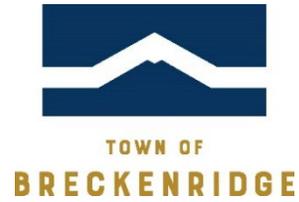
By: _____
Helen Cospolich, CMC
Town Clerk

TENANT:

SUMMIT COUNTY
TELECOMMUNICATIONS CONSORTIUM

By: _____

Title: _____



Memo

To: Town Council
From: Tracey Lambert, Senior Accountant
Date: December 4, 2024 (for 12/10/2024 date of work session)
Subject: 2024 Budget Appropriations

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

Annually, the Town Council approves the appropriated expense by fund during the budgeting process. Every year, Finance reviews the year-end expenses versus budget to make any appropriations necessary to cover any cost above the annual budget. This appropriation is required to obtain approval of the anticipated final spend for 2025 by fund.

Background

In November 2023, Council approved the 2024 Town budget. In July 2024, a budget appropriation was submitted and approved for expenses incurred above the budget for the first half of 2024. This appropriation covers any expenses for the full year above the revised 2024 budget, approved in July 2024.

Public outreach/engagement

The budget appropriation is part of the Town Council working session presentation and is available to the public prior to the Council meeting.

Financial Implications

Total revenue impact (\$3,006,616)

Total expense impact \$6,702,320

Equity Lens

The Town's Equity Lens was consulted during the budget process.

Staff Recommendation

Staff recommends approving the submitted resolution.

FUND	REVENUE	EXPENSE	NOTES
SUSTAINABILITY #019		\$500,000	Expense: \$500,000 Transfer to the Capital Fund for the E-Delivery structure
HEALTHCARE BENEFITS #018		\$200,000	Expense: \$200,000 Based on December 2023 fixed and variable healthcare expenses
MARIJUANA #014	(\$150,000)	\$30,000	Revenue: (\$150,000) Transfer from Excise Tax Fund based on reduced Marijuana taxes Expense: Increased salary
SPECIAL PROJECTS #013		\$10,000	Expense: \$10,000 Grants to other agencies
FACILITIES #012		\$341,616	Expense: \$174,703 Transfer to Golf Fund for paid allocations. Net \$0 impact to the Town Expense: \$166,913 Transfer to Utility Fund (Water Fund) for paid allocations. Net \$0 impact to the Town
CONSERVATION TRUST #009		\$15,000	Expense: \$15,000 Transfer to Capital Fund based on revenue from State CTF. Net \$0 impact to the Town
WORKFORCE HOUSING #007	\$1,225,704 (\$3,225,704)	\$2,000,000	Revenue: \$1,000,000 Based on updated SCHAs estimates for Sales Tax Revenue: \$225,704 Reduced rental income due to delay in opening of Larkspur Revenue: (\$3,225,704) Transfer from Excise Tax Fund for impact to ending fund balance Expense: \$1,500,000 Stables subsidy timing, will be offset in 2025 Expense: \$500,000 Housing Helps
EXCISE TAX #006		\$3,605,704	Expense: \$3,225,704 Transfer to Workforce Housing Fund. Net \$0 impact to the Town Expense: \$350,000 Transfer to Marijuana Fund. Net \$0 impact to the Town Expense: \$30,000 Credit card processing and Investment fees
GOLF #005	(\$174,703)		Revenue: \$174,703 Transfer from Facilities Fund for paid allocations. Net \$0 impact to the Town
CAPITAL #003	(\$515,000)		Revenue: \$500,000 Transfer from Sustainability Fund for the E-Delivery structure Revenue: \$15,000 Transfer from special Projects Fund based on revenue from State CTF. Net \$0 impact to the Town
UTILITY #002	(\$166,913)		Revenue: \$166,913 Transfer from Facilities Fund for paid allocations. Net \$0 impact to the Town
TOTAL	(\$3,006,616)	\$6,702,320	

RESOLUTION NO. XX

SERIES 2024

A RESOLUTION ADOPTING THE 2024 FINAL SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024

WHEREAS, at the direction of the Town of Breckenridge Council, the Town Manager has prepared and submitted a proposed budget for the fiscal year beginning January 1, 2024, and ending December 31, 2024, to the Town Council; and

WHEREAS, in accordance with the municipal charter, §§5.8, 10.8, and 10.12 the Town Council hereby supplements its prior appropriations as hereinafter stated to be used for the purpose for which the stated funds were created and exist.

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

1. Town Council hereby approves this Resolution Adopting The 2024 Final Supplemental Budget Appropriation For The Fiscal Year Beginning January 1, 2024, and ending December 31, 2024, for the various funds as hereinafter stated to be used for the purpose for which these funds were created and exist.
2. The amounts set forth below and in the annual budget of 2024 as approved by Resolution No. _____, Series of 2024, are hereby appropriated to the uses stated and the Town Manager has the authority to expend the amounts shown for the purposes stated.
3. This Resolution is effective upon adoption.

FUND	REVENUE	EXPENSE	NOTES
SUSTAINABILITY #019		\$500,000	Expense: \$500,000 Transfer to the Capital Fund for the E-Delivery structure
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WORKFORCE HOUSING #007	\$1,225,704 (\$3,225,704)	\$2,000,000	Revenue: \$1,000,000 Based on updated SCHA estimates for Sales Tax Revenue: \$225,704 Reduced rental income due to delay in opening of Larkspur Revenue: (\$3,225,704) Transfer from Excise Tax Fund for impact to ending fund balance Expense: \$1,500,000 Stables subsidy timing, will be offset in 2025 Expense: \$500,000 Housing Helps
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TOTAL	(\$3,006,616)	\$6,702,320	

RESOLUTION ADOPTED AND APPROVED this 10th day of December 2024.

ATTEST:

TOWN OF BRECKENRIDGE

Helen Cospolich, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
 From: Alex Stach, Open Space & Trails Coordinator
 Date: 12/4/2024 (for 12/10/2024)
 Subject: Colorado Department of Parks and Wildlife State Trails Program Grant Support (Resolution)

Town Council Goals (Check all that apply)

- | | |
|---|--|
| <input checked="" 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 type="checkbox"/> Organizational Need | |

Summary

The Town’s Open Space & Trails Program is applying to the Colorado Department of Parks and Wildlife (CPW) — State Trails Grant Program requesting funding to improve infrastructure and accessibility across the Town of Breckenridge’s “frontcountry” trailheads and trails. As required by the CPW grant program, the attached resolution articulates Town Council’s support for the grant application, confirms the Town’s financial match commitment (via the Open Space and Trails program 2025 budget), and commits the Town to securing the grant-funded assets (trail access, trailhead signage and bridge) for a minimum of 25 years. Staff seek Council’s support for the CPW application via the attached resolution.

Background

As outlined in the Town’s Open Space and Trails Master Plan, this project and the associated grant application is part of a greater vision to improve accessibility across the Town’s open space program. The application for funding includes trailhead kiosk improvements with new All-Persons trails accessibility panels, improved messaging on Leave No Trace principles, and opportunities for Spanish translations and QR codes. This grant request also includes funding for a new pedestrian bridge on the non-motorized Blue River Trail, increased public access, and connecting the Breckenridge and Blue River communities via the Blue River Trail. Taken together, these proposed grant-funded initiatives will improve public information portals, enhance public trail access, and connect the Town of Breckenridge with the Town of Blue River, thereby helping achieve the goal of “More Boots and Bikes, Less Cars”.

The attached resolution is required by CPW in order to submit a complete grant application.

Public outreach/engagement

The proposed grant application was discussed with and approved by the Breckenridge Open Space Advisory Commission (BOSAC) during a regularly scheduled public meeting. No additional public outreach occurred in preparation of the proposed grant application.

Financial Implications

As part of the application process, the attached resolution will authorize the submittal of the CPW Non-Motorized State Trails Grant application to the Colorado Department of Parks and Wildlife requesting a grant of \$201,800. Approval of this resolution will also demonstrate the Town’s capability to provide 25% matching funds, amounting to \$51,800, from the approved Open Space & Trails Program’s 2025 budget.

Equity Lens

The equity lens was consulted during the development of this grant application and the overall goal of the proposed CPW grant would be to improve access, information, and infrastructure that would enhance the open space program

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.

for currently underserved populations. Specifically, the Spanish translations and QR code elements would improve the public messaging throughout the Town's open space and trails system and enhanced All-Persons Trails signage would benefit trail users with mobility limitations.

Staff Recommendation

Staff recommend Town Council approve the attached resolution allowing the Town to pursue CPW grant funding to enhance open space accessibility. Staff will be available on Tuesday to answer any questions.

1
2 RESOLUTION NO. ____
3

4 Series 2024
5

6 **A RESOLUTION AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT**
7 **A GRANT REQUEST TO THE COLORADO PARKS AND WILDLIFE**
8 **DEPARTMENT STATE TRAILS GRANT PROGRAM.**
9

10
11 WHEREAS, the Colorado Parks and Wildlife State Trails grant program provides grants
12 to local governments to continue to improve outdoor recreation opportunities, specifically trail
13 construction, maintenance, and planning, while also protecting wildlife, habitat, and cultural
14 resources;

15 WHEREAS, qualifying communities such as the Town of Breckenridge, are eligible to
16 apply for funds to support and improve existing outdoor recreation sites and facilities;

17 WHEREAS, the Town will use these State Trails grant funds to cover a portion of the
18 costs associated with retrofitting and renovating in-town trail information kiosks, as well as the
19 installation of a pedestrian bridge on the non-motorized, soft surface Blue River Trail;

20 WHEREAS, specifically, the State Trails grant funds will be used to contract the
21 construction of a new pedestrian bridge, improve mobility access at existing trails, promote
22 inclusivity for non-English speakers, and overall increase equity for residents and visitors;

23 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
24 BRECKENRIDGE, COLORADO:
25

26 **Section 1.** The Town Council of the Town of Breckenridge does hereby approve the
27 submission of an application to the Colorado Department of Parks and Wildlife State Trails
28 Grant program requesting a grant in the amount of \$201,800.

29 **Section 2.** On October 22nd, 2024, Town Council of the Town of Breckenridge
30 adopted the Town's 2025 budget, which encumbered \$51,800 meeting the requirement of the
31 grant to provide a "Local Match" amount for a minimum of 25% of the total project cost.

32 **Section 3.** The Town Council of the Town of Breckenridge does hereby support the
33 completion and long-term maintenance of the project;

34 **Section 4.** The Town Council of the Town of Breckenridge does hereby certify that
35 the properties on which the grant projects will occur will be under the control of the Town of
36 Breckenridge for at least 25 years.

37 **Section 5.** This resolution is effective upon adoption.

38 **Section 6.** Minor changes to or amendments of the approved agreement may be made

1 by the Town Manager if the Town Attorney certifies in writing that the proposed changes or
2 amendments do not substantially affect the consideration to be received or paid by the Town
3 pursuant to the approved agreement, or the essential elements of the approved agreement.

4
5 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2024.

6
7 TOWN OF BRECKENRIDGE

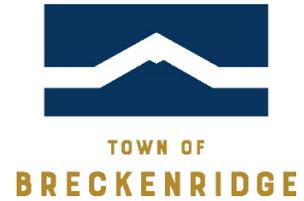
8
9
10
11 By: _____
12 Kelly Owens, Mayor

13
14 ATTEST:

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

21
22 APPROVED IN FORM

23
24
25
26 _____
27 Town Attorney Date



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: December 4, 2024
Subject: Planning Commission Decisions of the December 3, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, December 3, 2024:

CLASS A APPLICATIONS:

1. Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, 535 S. Park Avenue, PL-2024-0445

A proposal to re-skin the Peak 9 Inn, realign an exterior staircase, and create a new trash enclosure. The VAB HOA also requests a variance from the required setback to place the new trash enclosure area abutting the property line. *Approved, see second memo.*

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council
 From: Ellie Muncy, Planner I
 Date: December 4, 2024 (For December 10, 2024 Meeting)
 Subject: Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, 535 South Park Ave; PL-2024-0445

A Combined Hearing for the Peak 9 Inn Renovation located at 535 South Park Ave was held by the Planning Commission on December 3, 2024. The application proposes to re-skin the Peak 9 Inn, realign an exterior staircase, and create a new trash enclosure area. The Village at Breckenridge HOA also requests a variance from the required setback to place the new trash enclosure area abutting the property line. The Commission supported the variance from the required 10' front yard, northern setback. The Commission supported the variance because the building is already not meeting the 10' setback, and the creation of the new trash enclosure area allows the eight buildings in the area to have a shared waste collection facility that complies with [code section 5-6-12](#) regarding locating recycling.

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

[Link to Peak 9 Inn Staff Report.](#)

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





Peak 9 Inn Renovation,
Trash Enclosure, and
Variance Request, 535 S.
Park Avenue

BGV Parcel 2 Workforce
Housing and Parking Lot
Improvements, 415 N. Park
Avenue

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

With no changes, the November 19, 2024 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the December 3, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

COMBINED HEARINGS:

1. Peak 9 Inn Renovation, Trash Enclosure, and Variance Request (EM), 535 S. Park Avenue, PL-2024-0445

Ms. Muncy presented a proposal to remodel the Peak 9 Inn exterior, realign an exterior staircase, and create a new trash enclosure area. The Village at Breckenridge (VAB) HOA also requested a variance from the required setback to place the new trash enclosure area abutting the property line.

Commissioner Questions / Comments:

Ms. Gort: How does the traffic back in for loading and unloading? (Ms. Muncy: The applicant can speak to the pickup schedule. Part of this project is intended to better the circulation in the area by moving the existing paving around to allow vehicles to back off of Park Avenue instead of on Park Avenue.)

Mr. Smith: Moving the trash enclosure is a win since that is a busy area.

Ms. Propper: Can you show me which lighting will be replaced and which will not? (Ms. Muncy: The five light fixtures on the left or west side of the main pedestrian access ramp would be removed. The two fixtures that will be replaced are located at the end of the ramp. The applicant may propose a new ramp plan and additional lighting fixtures in the future.) I'm concerned that removing five lights will impact pedestrian safety. (Ms. Muncy: They are keeping other lamps and soffit lighting that provide lighting in the area.) (Mr. Guerra: Those five lights are on the upper level deck.) I'm okay with that since it's above and not below.

Mr. Giller: Where are we on the mountain scene window graphics? (Ms. Muncy: That is not a proposed change as part of this project since it relates to an individual tenant.)

Chris Juergens of VMDA Architects was present and offered to answer questions.

Jake Bevenour, Village of Breckenridge Operations Manager: Typically, the trash and recycling comes on alternating schedules in the mornings.

Mr. Guerra opened the hearing to public comment. There were no comments and the public comment period was closed.

Mr. Leas: Please elaborate on the phasing.

- Mr. Juergens: The façade is scheduled for 2025, ideally starting before June or July, and the trash and stair area remodel will be in 2026.
- Mr. Truckey: The mountain graphics do not have advertising and staff determined that it was acceptable since there was no overt advertising and screens back of house operations.

Nathan Nosari, Village at Breckenridge, HOA Executive: Behind the mountain graphics decal is back-of-the-house operations for the ski shop. It's really better to have screening there rather than looking into a ski rack.

- Mr. Leas: That issue regarding window signage and art displays has not had any movement since the work session, is that correct?
- Mr. Truckey: That is correct.
- Mr. Frechter: It took me a while to figure out the enclosure, so an elevation in the submittal would have been nice.
- Ms. Gort: It's going to be nice to update the exterior and the waste consolidation is good.
- Mr. Smith: The trash relocation makes it more functional and moves toward our sustainability goals.
- Ms. Propper: The reskinning is more attractive, and I agree that consolidating the trash makes a lot of sense.
- Mr. Giller: I agree with the other Commissioner comments.
- Mr. Leas: It's always good to see an update of an existing building and we appreciate the investment.
- Mr. Guerra: The reskinning and the trash enclosure is great and the change to the staircase is also great.

Ms. Propper made a motion to approve the Peak 9 Inn Renovation, Trash Enclosure, and Variance Request, seconded by Ms. Gort. The motion was approved 7 to 0.

PRELIMINARY HEARINGS:

1. BGV Parcel 2 Workforce Housing and Parking Lot Improvements (SVC), 415 North Park Avenue; PL-2024-0422

Ms. Crump presented a Breckenridge Grand Vacations proposal to develop eight 6-bedroom employee housing apartment units on the North Gold Rush Lot, described as Parcel 2 in the approved development agreement between the Town and BGV. The proposal includes a single building with parking underneath and improvements to the existing overflow skier parking lot. The development will feature resident storage rooms, an integrated trash enclosure, shared overflow skier parking, and detention pond. The following specific questions were asked of the Commission:

1. Drainage: Does the Commission agree that one positive (+1) point is warranted for providing a visually attractive detention pond with native vegetation?
2. Structure Placement: Does the Commission agree that the structure placement as proposed meets the intention of the master plan and development agreement?
3. Landscaping: Does the Commission agree that the proposed landscaping plan and tree buffer retention meets the requirements of the concept plan found within the development agreement?
4. Point Analysis: Does the Commission agree with the preliminary point analysis as recommended by staff?
5. Additional Comments: Does the Commission have any additional questions or comments on the proposed development?

Commissioner Questions / Comments:

- Mr. Leas: What does it mean to, "seek to provide a residential feel within the parameters of that building," as written in the staff report? (Ms. Crump: That language was written into

the Master Plan, and staff interprets that to mean providing a high quality of living in the context of a modular building. This is an apartment building in a parking lot, but that is what was approved through the Development Agreement.) (Mr. Kulick: The applicants wanted to use modular construction for efficiency and the development agreement allows construction. The Council wanted some assurance that the building would look decent, and not a series of stacked modular structures. What is proposed reflects what the Council wanted to see versus something that was very obvious that it was manufactured and cobbled together.) Where is the requirement that there be 400 parking spaces in the Gondola Lot in the Development Agreement? (Ms. Crump read the relevant excerpt of the Development Agreement from Section 6.2(b).) They're increasing the amount of space for parking. (Ms. Crump: But they are losing all of the parking by developing Parcel 3 to the south and additional parking here is needed to meet the parking agreement requirements.) (Mr. Kulick: The original parking agreement between the Ski Area and Town came from 2003 and prescribed the total number of spaces. Mr. Kulick listed the other relevant parking areas affected by this overall parking agreement.) Who removes the snow from the lot? (Ms. Crump: It's my understanding that the resort has a private contractor for snow removal.) What is a push-button crossing? (Ms. Crump: An example is at Airport Road in front of Pinewood Village, where you can push a button and the crosswalk flashes.) (Mr. Kulick gave additional examples of push-button crossings.) What is the electric shuttle capacity? (Ms. Crump: It's a shuttle with capacity similar to a small bus meant to escort more than 10 people. Also, the overflow lots are only fully utilized on high-traffic days; 15 or fewer days per year.) Does the bus not get used when the lot is not used? (Ms. Crump: The applicant can specify but they have stated they desire to use it in other situations on other properties when it's not in use here.)

Mr. Giller: How would we expect someone to get out of the two dead-end portions of the lot when the lot is full? And are the accessible spots for the shuttle or the apartment? (Ms. Crump identified the different accessible parking spots for the shuttle and apartment.) What other site locations were considered for this building? (Mr. Kulick: There were a lot of proposal locations, including closer to Park Avenue and tucked into the hillside, until we got to this site, which is a much smaller building footprint. Other iterations required parking structures on the site or nearby. The goal was to have a nominally sized employee housing structure while keeping the parking numbers without having to build a parking structure, which Council thought would be a detraction for the community.)

Ms. Propper: Is the 415 spaces in addition to the ones under the building? (Ms. Crump: That number includes those spaces. Theoretically the ones beneath the building could be used for public spaces, though the likelihood of guests using those is low. There is no restricted access proposed.)

Mr. Smith: The proposed vegetation along the detention pond seems like a minimal requirement that should be required of any pond. (Mr. Kulick: It is a fairly minimal threshold to cross and that is why it only earns one positive point. Alternatives to this design could include rock or cement and this is more natural.) Is there only one storm drain inlet going into the pond? (Mr. Leas: The runoff is going to go in multiple directions.)

Ms. Gort: What about the 1.5 spaces per unit requirement? (Ms. Crump: That was part of the Master Plan. The belief is that 12 spaces for the applicants is adequate since the units may be filled by seasonal workers who come without a car and who have direct access to public transportation.) (Mr. Kulick: They are essentially building employee housing for Vail Resorts to use, though they could be leased by the National Repertory Orchestra (NRO) in the summer, which also has low car usage.) Was there any discussion making any of these parking spots an amenity area? (Ms. Crump: The Town

is open to allowing for that when it's not in use as an overflow lot.) (Mr. Kulick: That's a likely scenario whether we encourage it or not.) (Ms. Crump: Staff discussed making the development more livable and pedestrian friendly by having a buffer around the building with the applicant, but the Development Agreement waives negative points under Policy 22R Landscaping.) Are there any nearby trails? (Mr. Kulick: They could walk to a trail in about a block and a half to the north or south.) Can you talk about the hillside backdrop language? (Mr. Kulick: We've worked with our Housing Division, who reminded us that there are other buildings, such as Pinewood II, with a similar hillside provision and retaining wall designs.)

Mr. Guerra: I'll reiterate the outside livability concern. I'm also concerned about residents shortcutting to the entrance to City Market and crossing Park Avenue at a dangerous point to get to the store. (Mr. Truckey: There was discussion with the applicant during the Development Agreement process to solve that problem, though it was a much larger housing project at that time.) (Mr. Leas: The Development Agreement leaves the door open on fences and gates.)

Graham Frank, Breckenridge Grand Vacations: Everyone recognizes that looking at this as an isolated project, it is not as appealing, but it's hard to separate it from the larger project. We know it's critical to have housing for seasonal employees located proximally to the Gondola and maintain parking spaces. After going through and weighing all the factors with Town Council, the project was determined to be a solution to help the community, specifically with housing. We looked at the problem of people crossing the road and have shown videos to the Council of this issue. We do have a six-foot retaining wall that drops off towards Park Avenue that people would have to cross to get to Park Avenue which would deter crossing at that location. We would be open to adding a fence on top of that wall but that would require a variance from the Commission. We did look at adding a red light, but CDOT standards prevent it. We hope with the addition of the pedestrian crossing area and the six-foot wall, people will choose the safer place to cross the road. The experience is terrible today, so we looked at how to make it better as part of this project and we will have a bus that will be available for the site on the days this parking area is utilized. In terms of residential feel, we feel this property will be built at a comparable level to what the Town is building. We have worked with the same company on another project in Eagle County that we have found successful and believe it will be satisfactory to those living there. Vail Resorts manages the snow there currently and will continue to manage the snow through a third-party agency that trucks the snow out. We are also abandoning the northern entrance to the site that currently does not meet CDOT standards. With this project we are trying to balance meeting all of the aforementioned requirements while still meeting the Council's desire to preserve the tree buffer. We could have wider drive isles if we removed more trees, but we believe it still to be a workable design. The parking spaces under the building will be signed to the residential units and are harder to get to than the lot spaces. We are deeding three acres to the Town for open space/wetlands to the south which residents can access for recreation. We will meet the flow and inlets requirements for the detention pond. We also looked in detail to pushing the building back, but that would mean people would be living in a cave for the winter.

Mr. Frechter: Are the storage lockers going to be set up as ski lockers? (Mr. Frank: Yes.)

Mr. Smith: Is it going to be paid parking? (Mr. Frank: Not for the residents, but yes for everyone else.)

Ms. Propper: I assume the residents will have a parking exemption? (Mr. Frank: They will have their hang tags for their assigned spots and then there will be a kiosk for everyone else.)

Mr. Leas: The modular projects in Edwards look better than Breckenridge's Justice Center project. However, looking at that project I'm concerned by the appearance of this project. Are we going to lose about 50 trees to accommodate parking? (Ms. Crump: There are 68 existing trees proposed for removal across the whole lot.) What is a large block retaining wall? (Mr. Frank: It's a ready-rock product that has a natural façade.)

It's a stamped block product that is stamped to emulate a rock wall. Also, there are about 30 trees in that specific area.) I noticed that the six-bedroom dorm model has one egress door that swings into the units. Are you concerned about egress and safety?

Bill Campie, DTJ Design: We're not concerned about safety in that it meets building code. This was a pretty specific conversation with Council about livability, for example providing a bathroom for each unit even though it's a dorm style building.

Mr. Guerra: On the drainage, I'm seeing a lot of surface water moving toward the Parkway Center. Does the Parkway Center have the ability to take that water? (Mr. Campie: This is going to be brought up to a new standard of Engineering code than what exists on the lot today and will improve the existing drainage.)

Mr. Guerra opened the hearing to public comment.

Del Nordstrom: I'm curious about the total number of units and the occupancy per unit? (Ms. Crump: It's eight units total and each unit will have six bedrooms with their own baths, so it's 48 total occupancy overall.) Mr. Nordstrom: What is the timeline for construction? (Mr. Frank: We anticipate starting site work next summer and coming back the following year to finish that work.)

There were no additional comments and the public comment period was closed.

Response to Commissioner Questions:

Mr. Leas:

1. Drainage: Yes
2. Structure Placement: Yes
3. Landscaping: Yes
4. Point Analysis: I do not agree with the two points being granted for the shared curb cut and the parking, both of which are existing conditions. (Ms. Crump: The proposal is a change to the existing conditions and becomes a shared situation.) I disagree with staff's analysis.
5. Additional Comments: The architecture fails to meet the requirement to provide a "residential feel", and I believe the applicant can do better.

Mr. Giller:

1. Drainage: This is a low bar to meet to achieve this point.
2. Structure Placement: Barely yes, with the caveat that the dead-end parking configuration doesn't work, and the main circulation goes right by the trash enclosure, which opens right into the route of travel. There are very few pedestrian routes.
3. Landscaping: Other than the Park Avenue Right-of-way, there's virtually no landscaping elsewhere in the project. It does not align with the concept of the plan.
4. Point Analysis: The landscape architect should soften the building within the parking lot and so I don't agree with the point analysis.

Ms. Crump: It is not possible to give the project negative points under landscaping since Policy 22 was waived by the development agreement.

Ms. Propper:

1. Drainage: Yes
2. Structure Placement: I much prefer having the building moved away from the hill. I would support adding balconies on the east side to provide for the residents.

3. Landscaping: There's nothing in front of the building other than parking spaces. Some shrubbery or something would soften the appearance of the building.
4. Point Analysis: I'm stuck on the analysis because of the Development Agreement. I would prefer to say no based on the landscaping issue.

Mr. Smith:

1. Drainage: This seems like a play to get an easy positive point. If the whole site was being drained to the detention pond, that would be one thing, but its not.
2. Structure Placement: Given the slope of the hillside, it provides proper screening even removed from the hillside.
3. Landscaping: It would be nice to have a bit around the structure to soften it.
4. Point Analysis: I struggle with the drainage and the shared parking as far as awarding points for those.

Ms. Gort:

1. Drainage: Why are we doing a point for this? (Mr. Kulick: It is planted and vegetated which has been the threshold. We have pretty ample precedent for that one-point allocation.) Ms. Gort: I'd like to see more detail on the walls.
2. Structure Placement: The proposal seems to match historic buffering.
3. Landscaping: Having landscaping around the building counts toward that tree buffer.
4. Point Analysis: I don't agree. The parking is not technically being shared by both.
5. Additional Comments: We need to have more of a residential feel. The balcony is a great idea, or converting the parking spots into something in the summertime.

Mr. Frechter:

1. Drainage: I agree with the point. I'm glad to give a point to something to avoid rock-filled ponds like those in the Wellington neighborhood.
2. Structure Placement: Yes.
3. and 4. Landscaping and Point Analysis: Yes, because we're tied by the Development Agreement. Council enters into Development Agreements without Planning Commission's input and I think they're missing a good opportunity for Vail Resorts and the Town to put a lot more housing here. The Town Council says they want our input and they like our expertise, but this wasn't referred to us before they finalized the Development Agreement.
5. Additional Comments: I saw there is some storage underneath, but you should at least plan for 48 bicycles (Ms. Propper: Especially if the NRO is going to be using it.) and add a space for the bikeshare program in addition to the other bikes. Add EV chargers. I would like to see balconies on the west side. With the traffic circle coming in, we should suggest to City Market and CDOT that the south entrance/exit onto Park Avenue from the Parkway Center should become a right turn only since vehicles could use the French Street roundabout to turn left.

Mr. Guerra:

1. Drainage: Yes. We approved the same thing on Parcel 1, which is a precedent. There's a big rock-filled detention area near my house, as well, so I am glad to see this one vegetated.
2. Structure Placement: Yes.
3. Landscaping: I agree with my fellow Commissioners to suggest more landscaping around the building.
4. Point Analysis: Yes.
5. Additional Comments: This building is very harsh, in a sea of asphalt, and is not very livable. An important aspect of architecture is to make the residents feel good about where they live. That is a really important thing. I don't think this meets it. It's a sore thumb in the middle of a parking lot. Last year, there was an article in the paper about how J-1 Visa employees are treated poorly by

Vail Resorts. They cut their hours, they made their living situation here in the Town in my opinion deplorable. And now we're giving them deplorable housing, the whole thing in my opinion. I'd like to see the whole floor plan changed, I'd like to the outside become more livable, I'd like to see landscaping around it, I'd like to see some space for these people to feel good about where they live. I'm going to push that one hard because I do think it is deployable.

Mr. Frank: For clarification, I think it's a relevant comment. When you talk about livability of floor plans, we've looked at exercises for different layouts, such as studio type layouts, versus these contiguous, more pod like, dorm-style. The utilization of space, single-unit living; are those the types of things that would speak to and alleviate your concern?

Mr. Guerra: The layout of the dorm style is shoving a lot of young people who don't know any better into the space. I suggest that you look at it with a little bit of heart for the people that are going to be living there. The exterior looks like a commercial building, with no appeal to hang out or to feel at home, like many of my fellow Commissioners stated. It has no landscaping and it has a sea of asphalt. And I understand the main use is in the winter for J-1 Visa employees and people aren't really hanging outside. But there are times when it is nice. Giving people a space to gather and get away other than these dorms. I think it's important to making these residents feel good and welcome in our community. I can see the parking spaces converting in the summertime, but I'd look at it for the wintertime too and look into some trees and some balconies. It's not as bad as the Boulder dorms, but bad for our Town. And they live right across the street from these beautifully landscaped duplexes. When I looked at the site plan, I was just really sad.

Mr. Leas: To further what Mr. Guerra is trying to say, a box is a box is a box. You can take a box and decorate it like a warehouse, or you can make it look special. Were I an investor in your duplex units, I would be concerned about the marketability of the neighboring duplexes when placed next to something that looks like this. Mr. Guerra is speaking about the interior, and I am speaking about the exterior of the structure. Your Edwards housing project is not appropriate for Breckenridge.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 7:58 pm.

Ethan Guerra, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

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

Date	Meeting	Location	Time
December 2024			
Saturday, December 7th	Lighting of Breck and Race of the Santas	Main Street	3:00pm - 7:00pm
Tuesday, December 10th	Bus to Work Day	Free Ride	All Day
Tuesday, Dec. 10th, 2024	First Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Wednesday, December 11th	Happy Hour with the Mayor	Golf Course Clubhouse	4:00pm - 5:00pm
Thursday, December 12th	ULLR Parade & Bonfire	Main Street	3:00pm - 7:00pm

January 2025

Tuesday, Jan. 14th, 2025	First Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Jan. 20th - 29th, 2025	International Snow Sculpture Championships	Riverwalk Center	All Day
Tuesday, Jan. 28th, 2025	Second Meeting of the Month	Council Chambers	3:00 pm / 7:00 pm
Jan. 30th & 31st, 2025	CAST Conference	Beaver Run Resort	All Day

Other Meetings

December 10th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
December 12th, 2024	Upper Blue Sanitation District	Administrative Office	5:30pm
December 16th, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
December 17th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
December 19th, 2024	Breck Create	South Branch Library	3:30pm
December 24th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
December 26th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
January 1st, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
January 7th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
January 8th, 2025	Breckenridge History	Town Hall	Noon
January 9th, 2025	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm



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Date	Meeting	Location	Time
January 14th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
January 21st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
January 23rd, 2025	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	NWCCOG Board Meeting	Silverthorne Office	10:00am
	RW&B Board Meeting	Main Street Station	3:00pm
January 27th, 2025	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
January 28th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
February 4th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
February 5th, 2025	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	10:00am
	Childcare Advisory Committee	Town Hall	3:00pm
TBD	Tourism Overlay District Advisory Committee Mtg		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am
	QQ - Quality and Quantity - Water District	Hybrid	10:00am