



Town Council Regular Meeting
Tuesday, October 24, 2017, 7:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - OCTOBER 10, 2017

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)

B. BRECKENRIDGE SKI RESORT UPDATE

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2017

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2017

1. *COUNCIL BILL NO. 27, SERIES 2017 - AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$59,000,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED LOAN AND PROJECT; AND DECLARING AN EMERGENCY.*

2. *COUNCIL BILL NO. 28, SERIES 2017 - AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE TOWN COUNCIL REPRESENTATIVE TO THE TOWN OF BRECKENRIDGE LIQUOR LICENSING AUTHORITY*

3. *COUNCIL BILL NO. 29, SERIES 2017 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER. A COLORADO NONPROFIT CORPORATION (Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center"; 103 South Harris Street)*

B. RESOLUTIONS, SERIES 2017

1. *RESOLUTION NO. 27, SERIES 2017 - A RESOLUTION APPROVING AN*

*INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY GOVERNMENT
CONCERNING THE PROVISION OF FIXED ROUTE TRANSIT SERVICES FOR THE
BRECKENRIDGE NORTH (FRENCH GULCH/WELLINGTON AREA) AREA*

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 (MAYOR MAMULA)

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)

C. BRECKENRIDGE TOURISM OFFICE (MS. GIGLIELLO)

D. BRECKENRIDGE HERITAGE ALLIANCE (MS. WOLFE)

E. WATER TASK FORCE (MR. DUDICK)

F. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)

G. BRECKENRIDGE EVENTS COMMITTEE (MS. LAWRENCE)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS AS OF OCTOBER 24TH, 2017

XII. ADJOURNMENT

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, October 10, 2017**

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CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of October 10, 2017 to order at 7:00 pm. The following members answered roll call: Mr. Bergeron, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Mamula. Mr. Dudick was absent.

APPROVAL OF MINUTES – SEPTEMBER 26, 2015

With no changes or corrections to the meeting minutes of September 26, 2017, Mayor Mamula declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda. Mayor Mamula declared the agenda approved as presented.

COMMUNICATIONS TO COUNCIL

A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)

Mayor Mamula opened Citizen's Comment.

Mr. Jack Thomas, a voting resident of summit county for 24 years, made three points about how he feels short-term residents and crowding are negatively affecting the lifestyle of the citizens here. Mr. Thomas then asked what has the Council done or what plans have been made to evaluate the growth and quality of life?

Mr. Craig Campbell, representing Team Breck Sports Club, introduced members and coaches of the team, including past members. He further stated the goal of the team is to be recognized as the Town's ski team. Mr. Campbell specifically recognized past members Jake Fiala, Megan Canfield, Jake Himmelman, Chelsea Roth and Chris Hawks. Coach Chelsea Roth then introduced full-time and part-time athletes from the club and spoke about the programs offered, which include beginner to elite levels and consist of many athletes from this community. Chris Hawks, head coach and founder of the freeride program, spoke about that program.

Mr. Rob Prescott, representing the 10K Merchants Association, stated the association is making headway and is optimistic about holidays. He spoke about a Shop Local, Shop Breck promotion for holidays, as well as other events for Dew Tour and the Lighting of Breckenridge. Mr. Prescott further stated they are working on a map for guests, and parking is still an issue for guests. Mr. Prescott stated he would like to work together for the arts festival.

Mr. Greg Arbuthnot, General Manager of Breckenridge Bolts, thanked Council for its support of the team. He further stated the home opening game is October 20th at 7pm, and he would like to see this team succeed in the long run and be part of the community. He stated team members have also been involved with the youth programs and hope to grow the game in that way.

There were no additional comments and Citizen's Comment was closed.

B. Breckenridge Tourism Office Update

Ms. Lucy Kay, Director of the BTO, stated the winter is looking a little soft, and the BTO will be using a referral engine called Jackrabbit to better track properties booked from the GoBreck.com site. Ms. Kay spoke about recent staffing changes. She further stated Oktoberfest beat budget by \$30K, and they are looking for more ways to grow the event. Also, Breck Pride is moving ahead, and the International POW WOW event in Denver may provide some additional opportunities for the Town. Ms. Kay stated there are two new event task forces covering sustainability and emergency preparedness. She also stated the community survey is now at about 1,000 responses, and the depth of engagement is significant and virtually unheard of with thoughtful responses. Ms. Kay mentioned the community will be allowed to see the information. Also, intercept surveys are up about 10 points over last year, with 68% of out-of-state visitors stating they are satisfied or somewhat satisfied with parking.

CONTINUED BUSINESS

A. Second Reading of Council Bills, Series 2017 - Public Hearings

NEW BUSINESS

A. First Reading of Council Bills, Series 2017 - Public Hearings

1. COUNCIL BILL NO. 26, SERIES 2017 - AN ORDINANCE REMOVING TRACT F, FOUR SEASONS FROM THE RIVER PARK CORRIDOR TRANSITION CHARACTER AREA (AKA F-LOT AND TIGER DREDGE PARKING LOTS)

Mayor Mamula read the title into the minutes. Mr. Berry stated the Town adopted the design standards in 1992, and in 2012 an amendment was adopted and the F-Lot was added the River Park Corridor Transition Character Area. He further stated this ordinance would

**TOWN OF BRECKENRIDGE
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Tuesday, October 10, 2017**

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remove the F-Lot and Tiger Dredge from the Transition Character Area to allow for the construction of a parking structure in that location. Also, this ordinance has a unique notice requirement for the owners around this property area so they will have the opportunity to appear for the second reading. Mr. Berry stated the second reading would be scheduled for November 14 to accommodate this notice.

Mr. Bergeron moved to approve COUNCIL BILL NO. 26, SERIES 2017 - AN ORDINANCE REMOVING TRACT F, FOUR SEASONS FROM THE RIVER PARK CORRIDOR TRANSITION CHARACTER AREA (AKA F-LOT AND TIGER DREDGE PARKING LOTS). Mr. Burke seconded the motion.
The motion passed 6-0. Mr. Dudick was absent.

B. Resolutions, Series 2017

1. RESOLUTION NO. 26, SERIES 2017 - A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BRECKENRIDGE TOURISM OFFICE, INC.

Mayor Mamula read the title into the minutes. Mr. Brian Waldes, Finance Director, stated this resolution would authorize an MOU that would set a funding level with the BTO for the next 10 years to memorialize an agreement. Mr. Bergeron moved to approve RESOLUTION NO. 26, SERIES 2017 - A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BRECKENRIDGE TOURISM OFFICE, INC.
Ms. Wolfe seconded the motion.
The motion passed 6-0. Mr. Dudick was absent.

C. Other

PLANNING MATTERS

A. Planning Commission Decisions

With no request to call an item off the consent calendar, Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.

REPORT OF TOWN MANAGER AND STAFF

Report of the Town Manager and Staff was covered as part of the afternoon work session.

REPORT OF MAYOR AND COUNCILMEMBERS

Reports of Mayor and council members were covered as part of the afternoon Work Session.

- A. Cast/MMC**
- B. Breckenridge Open Space Advisory Committee**
- C. Breckenridge Tourism Office**
- D. Breckenridge Heritage Alliance**
- E. Water Task Force**
- F. Breckenridge Creative Arts**
- G. Breckenridge Events Committee**

OTHER MATTERS

Ms. Gigliello stated the childcare committee met and there is still a question about how future funding will be achieved. She asked about Council's direction, and Mr. Bergeron suggested going back to the voters with this funding question. Mayor Mamula stated he believes we should further evaluate the business model for these centers. Mr. Holman referenced a media piece that was recently published. Mayor Mamula stated he would like to have a better understanding of current options, and the levels of service offered. Ms. Wolfe stated we need to study this now, so we have time to go to the voters with the right information. Mr. Burke stated he agreed it would need to be an independent study. Mr. Holman suggested getting proposals and a scope of work for a study and staff will bring that back to Council.

Mr. Bergeron stated he read on Facebook about speeding in Breckenridge, and Ms. Haynes stated it was based on a one-hour informal observation in those locations. Council discussed traffic calming measures.

Mayor Mamula stated he would like to look into an outdoor pool at the Recreation Center for summer use.

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Mr. Holman stated the living wage concept and family leave will be addressed at a future Council meeting.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:45 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

Memo



To: Breckenridge Town Council Members
From: Brian Waldes, Finance Director
CC:
Date: 10/17/17
Subject: State Revolving Fund Loan - Emergency Ordinance

The purpose of this memo is to explain the purpose of the attached emergency ordinance approving a loan from the Colorado Water Resource and Power Development Authority (CWRPDA) to the Town of Breckenridge (the Town) for \$59M.

Background

The Town has been planning the construction of a second water treatment facility for several years. Construction of the facility itself is scheduled to begin in 2018. As such, staff is seeking to put in place the financing for the project.

As Council is aware, we are seeking debt financing from the State revolving Fund (SRF) through the CWRPDA. This program provides for low interest loans on a 20 year term to finance qualified water projects.

Staff is requesting the approval of the attached emergency ordinance to facilitate the execution of the SRF loan. We are using the emergency ordinance process because time is of the essence in this process. We have used an emergency ordinance before when issuing the 2016 Certificates of Participation for the same reason.

Next Steps

Upon approval of the ordinance, staff will be able to proceed immediately with the next steps for execution of the SRF loan. The current funding schedule provides for closing on the loan in mid-November.

COUNCIL BILL NO. ___
ORDINANCE NO. ___
SERIES 2017

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$59,000,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED LOAN AND PROJECT; AND DECLARING AN EMERGENCY.

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

WHEREAS, the Town of Breckenridge (the "Town"), in the County of Summit and State of Colorado, is a duly organized and existing home rule municipality of the State of Colorado (the "State") created and operating under the State Constitution and the Home Rule Charter of the Town (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected, chosen, and qualified; and

WHEREAS, pursuant to C.R.S. §37-45.1-103, the Town owns and operates its municipal water system (the "System"); and

WHEREAS, the Council has determined that the System constitutes an enterprise (the "Enterprise") pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Council is the governing body of the Enterprise; and

WHEREAS, the Council has heretofore determined that the interest of the Town and the public interest and necessity demand and require the construction of a new water treatment plant, an intake structure, a pump station facility, raw water pipelines, transmission and distribution pipelines and applicable system appurtenances (the "Project"); and

WHEREAS, the Council has determined that in order to finance the Project, it is necessary and advisable and in the best interests of the Town to enter into a loan agreement (the "Loan Agreement") with the Colorado Water Resources and Power Development Authority ("CWRPDA"), a body corporate and political subdivision of the State, pursuant to which CWRPDA shall loan the Town an amount of not to exceed \$59,000,000 (the "Loan") for such purposes; and

WHEREAS, the CWRPDA will obtain money to fund the Loan to the Town through the issuance of its bonds (the "CWRDPA Bonds"); and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the "Bond") to be issued by the Town to CWRPDA, and which Bond shall be payable only from revenue of the System; and

WHEREAS, under Section 11.6 of the Charter, the Town is authorized to issue revenue bonds payable solely from the net revenues of the System; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires an election to incur any multiple fiscal year obligation unless such obligation is incurred by an enterprise; and

WHEREAS, under TABOR, an enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2016, the Enterprise received grants for the System (as defined in the Loan Agreement) from all State and local governments combined which were less than 10% of the annual revenue of the System; and

WHEREAS, pursuant to TABOR and the Charter, the Bond, and the Loan Agreement (collectively, the "Financing Documents") may be approved by the Council without an election; and

WHEREAS, the Bond and the Loan Agreement shall be revenue obligations of the Town, payable from the net revenues of the System (the "Pledged Property"); and

WHEREAS, except to secure the Loan and the Bond, the Town has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue may now be pledged lawfully and irrevocably to the payment of the Bond; and

WHEREAS, there have been presented to the Council the forms of the Financing Documents; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

Section 1) Determinations. The Council hereby finds and determines that the System constitutes an enterprise under all applicable State laws. The adoption of this Ordinance does not adversely impact the enterprise status of the System prior to the date hereof.

Section 2) Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the "Mayor"), the Town Manager of the Town (the

“Town Manager”) or the Town Director of Finance and Information Technology (the “Finance Director”). The Mayor and Town Clerk of the Town (the “Town Clerk”) are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, the Finance Director, and the Town Clerk, or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 3) Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4) Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor, the Town Manager, and the Finance Director the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 4:

- i) The interest rate on the Loan;
- ii) The principal amount of the Loan;
- iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv) The dates on which the principal of and interest on the Loan are paid; and
- v) The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- (i) the net effective interest rate on the Loan shall not exceed 3.00%;
- (ii) the principal amount of the Loan shall not exceed \$59,000,000; and
- (iii) the final maturity of the Loan shall not be later than December 31, 2042.

Section 5) Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain a recital that the Bond is issued

pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6) Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7) Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 8) Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bond.

Section 9) Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Property (as defined in the Loan Agreement) and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bond. Such recourse shall not be available either directly or indirectly through the Council or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bond and as a part of the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing, and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 12. Town Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor, the Town Manager, and the Finance Director are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the Town, the Bond, or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 16. CWRPDA's Official Statement. The appropriate officers and employees of the Town are hereby authorized and directed to furnish and supply information concerning the Town to CWRPDA for use in the preparation of an Official Statement to be used to market the CWRPDA Bonds.

Section 17. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 18. Repealer. All orders, resolutions, bylaws, ordinances, or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 19. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the Town and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 20. Declaration of Emergency. In order to effect the Project while favorable market conditions exist, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety, and financial well-being of the Town. This Ordinance is hereby declared, pursuant to Section 6.1(b) of the Charter, to be exempt from referendum.

Section 21. Effective Date, Recording, Authentication, and Publication. In accordance with Section 5.11 of the Charter, this Ordinance shall be in full force and effect immediately upon adoption by the affirmative votes of at least five (5) members of the Council. A true copy of this Ordinance shall be numbered and recorded in the official records of the Town, shall be authenticated by the signatures of the Mayor and the Town Clerk, and shall be published in full within ten (10) days after adoption, or as soon thereafter as possible, as required by Section 5.11 of the Charter.

INTRODUCED, READ BY TITLE, APPROVED AND ADOPTED AS AN EMERGENCY ORDINANCE THIS 24TH DAY OF OCTOBER, 2017.

COLORADO

TOWN OF BRECKENRIDGE,

By: _____
Mayor

(SEAL)

ATTEST:

Town Clerk

APPROVED IN FORM:

Town Attorney

STATE OF COLORADO)
)
 COUNTY OF SUMMIT) ss.
)
 TOWN OF BRECKENRIDGE)

I, Helen Cospolich, Town Clerk of the Town of Breckenridge, Colorado (the “Town”), do hereby certify:

1. That the foregoing pages are a true and complete copy of the ordinance (the “Ordinance”) adopted by the Council constituting the governing board of the Town of Breckenridge, Colorado (the “Council”), had and taken at an open, regular meeting of the Council held at the Town Hall, in Breckenridge, Colorado, on October 24, 2017, convening at the hour of 7:00 p.m. as recorded in the regular book of official records of the proceedings of the Council kept in my office.

2. The passage of the Ordinance as an emergency on October 24, 2017, was duly moved and seconded and the Ordinance was approved by five (5) affirmative votes of the Council members present at the meeting as follows:

<u>Name</u>	<u>Voting “Yes”</u>	<u>Voting “No”</u>	<u>Absent</u>	<u>Abstaining</u>
Eric Mamula, Mayor				
Jeffrey Bergeron				
Mark Burke				
Mike Dudick				
Erin Gigliello				
Elisabeth Lawrence				
Wendy Wolfe				

3. That the members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

4. That there are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance.

5. Within ten days following final adoption, or as soon thereafter as possible, the Ordinance was published in full by posting on the Town's official website for a period of five (5) consecutive days (from _____, 2017 through _____, 2017). The affidavit of publication is attached hereto as Exhibit A.

6. That notice of the regular meeting of October 24, 2017, in the form attached hereto as Exhibit B, was posted at the Town Hall not less than twenty-four hours prior to such meeting in accordance with law.

WITNESS my hand and the seal of the Town affixed this October 24, 2017.

(SEAL)

Town Clerk

Exhibit A

(Attach Affidavit of Publication)

Exhibit B

(Form of Notice of October 24, 2017 Meeting)

Memo



To: Breckenridge Town Council Members
From: Helen Cospolich, Municipal Services Manager
Date: 10/19/2017
Subject: Liquor and Marijuana Licensing Authority Alternate Member

This ordinance would allow the Liquor and Marijuana Licensing Authority to appoint an alternate member who would be asked to attend meetings when quorum may not be met due to the absence of regular members. This Authority has only 5 members and quorum is 3 people. The alternate member would be asked to be familiar with current liquor and marijuana licensing rules and processes. Staff supports the passage of this ordinance and will be in attendance to answer questions.

1 Additions To The Current Breckenridge Town Code Are
2 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

3
4 COUNCIL BILL NO. ____

5
6 Series 2017

7
8 AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE
9 CONCERNING THE TOWN COUNCIL REPRESENTATIVE TO THE TOWN OF
10 BRECKENRIDGE LIQUOR LICENSING AUTHORITY

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12 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
13 COLORADO:

14
15 Section 1. Section 2-5-3 of the Breckenridge Town Code is amended by the addition of a
16 new Section F, which shall read in its entirety as follows:

17
18 **F. The Town Council may appoint an alternate member to serve on the**
19 **Authority when such person's presence is necessary for the Authority to be**
20 **able to act at a particular meeting. The term of office of an alternate member**
21 **of the Authority shall be as provided in Section 2-5-4. The alternate member**
22 **shall count when determining whether a quorum is present at a meeting, and**
23 **when acting at a meeting the alternate member shall be treated as a member**
24 **of the Authority for all purposes. Because it is anticipated that the alternate**
25 **member will only have limited involvement with the Authority, the alternate**
26 **member shall not be subject to the term limit provision in Section 2-5-4-1.**

27
28 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
29 various secondary codes adopted by reference therein, shall continue in full force and effect.

30
31 Section 3. The Town Council hereby finds, determines and declares that this Ordinance
32 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
33 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
34 thereof.

35
36 Section 4. The Town Council hereby finds, determines and declares that it has the power
37 to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article
38 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

39
40 Section 5. This Ordinance shall be published and become effective as provided by
41 Section 5.9 of the Breckenridge Town Charter.

42
43 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
44 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
45 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
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8
9 By: _____
10 Eric S. Mamula, Mayor

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12 ATTEST:

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16 _____
17 Helen Cospolich, CMC,
18 Town Clerk
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Memo



To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
CC: Tim Berry, Town Attorney
Date: 10/13/2017
Subject: Child Advocacy Center Lease Agreement

In March 2017 staff presented Council with a request from representatives of Summit County Human Services to lease space in the Breckenridge Grand Vacations Community Center for a Child Advocacy Center (CAC). As discussed, members of the CAC Steering committee felt the site at BGVCC was ideal for the purposes of a Child Advocacy Center (CAC). The group was, and remains, very thankful for Council's willingness to lease the BGVCC space.

Over the last several months steering committee members completed the process of registering the Treetop Child Advocacy Center as a nonprofit business with the Secretary of State. The Town could not enter into a lease agreement until the center was established as a legal entity.

As discussed previously, the CAC seeks to lease the "coffee shop" space at BGVCC. The space will serve as a key location within the 5th Judicial District to provide a safe location for the investigation and intervention services to address issues of child abuse.

The lease agreement is attached for your review. The terms outlined in the lease include the standard nonprofit rental rate of \$852.78/month (\$10,233.36 annually) and a lease term of two years beginning February 1st, 2018. As this is a multi-year lease it is being presented as a Town ordinance for first reading.

Staff and representatives from the Treetop Child Advocacy Center will be available during the work session on Tuesday, October 24th to answer questions.

1 **FOR WORKSESSION/FIRST READING – OCTOBER 24th**

2
3 COUNCIL BILL NO. ____

4
5 Series 2017

6
7 AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER.
8 A COLORADO NONPROFIT CORPORATION
9 (Rooms 001 and 001 A-B in the “Breckenridge Grand Vacations Community
10 Center”; 103 South Harris Street)

11
12 WHEREAS, the Town of Breckenridge owns the real property commonly known as
13 “Breckenridge Grand Vacations Community Center”, located at 103 South Harris Street in
14 Breckenridge, Colorado; and

15
16 WHEREAS, Treetop Child Advocacy Center, a Colorado nonprofit corporation, has
17 proposed to lease a two rooms located within the Breckenridge Grand Vacations Community
18 Center for the operation of a Child Advocacy Center; and

19
20 WHEREAS, a proposed Lease between the Town and Treetop Child Advocacy Center, a
21 Colorado nonprofit corporation, has been prepared, a copy of which is marked **Exhibit “A”**,
22 attached hereto and incorporated herein by reference; and

23
24 WHEREAS, the proposed Lease has been reviewed by the Town Attorney and the Town
25 Council; and

26
27 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

28
29 The council may lease, for such time as council shall determine, any real or
30 personal property to or from any person, firm, corporation, public and private,
31 governmental or otherwise.

32
33 and;

34
35 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
36 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

37
38 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
39 BRECKENRIDGE, COLORADO:

40
41 Section 1. The proposed Lease between the Town and Treetop Child Advocacy Center, a
42 Colorado nonprofit corporation, a copy of which is marked **Exhibit “A”**, attached hereto and
43 incorporated herein by reference, is approved, and the Town Manager is authorized, empowered,
44 and directed to execute such Lease for and on behalf of the Town of Breckenridge.

45

Exhibit “A”

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE (“**Lease**”) is made and entered into effective the ___ day of _____, 2017 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and TREETOP CHILD ADVOCACY CENTER, 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 001 and 001A-B 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 and advocacy center 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 particular 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 initial term of this Lease (“**Initial Term**”) will begin on February 1, 2018 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on January 31, 2020.

B. Either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party 6 months' written notice of termination. A Party may not terminate this Lease under this Subsection B if it is in default when the notice of termination is given.

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 Ten Thousand Two Hundred Thirty Three and 36/100 Dollars (\$10,233.36). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Eight Hundred Fifty Two and Seventy Eight/100 Dollars (\$852.78) each (“**Monthly Rent**”). The Monthly Rent has been calculated based on \$13 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3.

B. 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.

C. 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.

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

E. **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.

F. **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.

G. **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 TreeTop Center
C/O Summit County Human Services
Joanne Sprouse
P.O. Box 869
Frisco, Colorado 80443

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: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

TENANT:

TREETOP CHILD ADVOCACY CENTER, a
Colorado nonprofit corporation

By _____

Title: _____


Breckenridge Grand Vacations Community Center

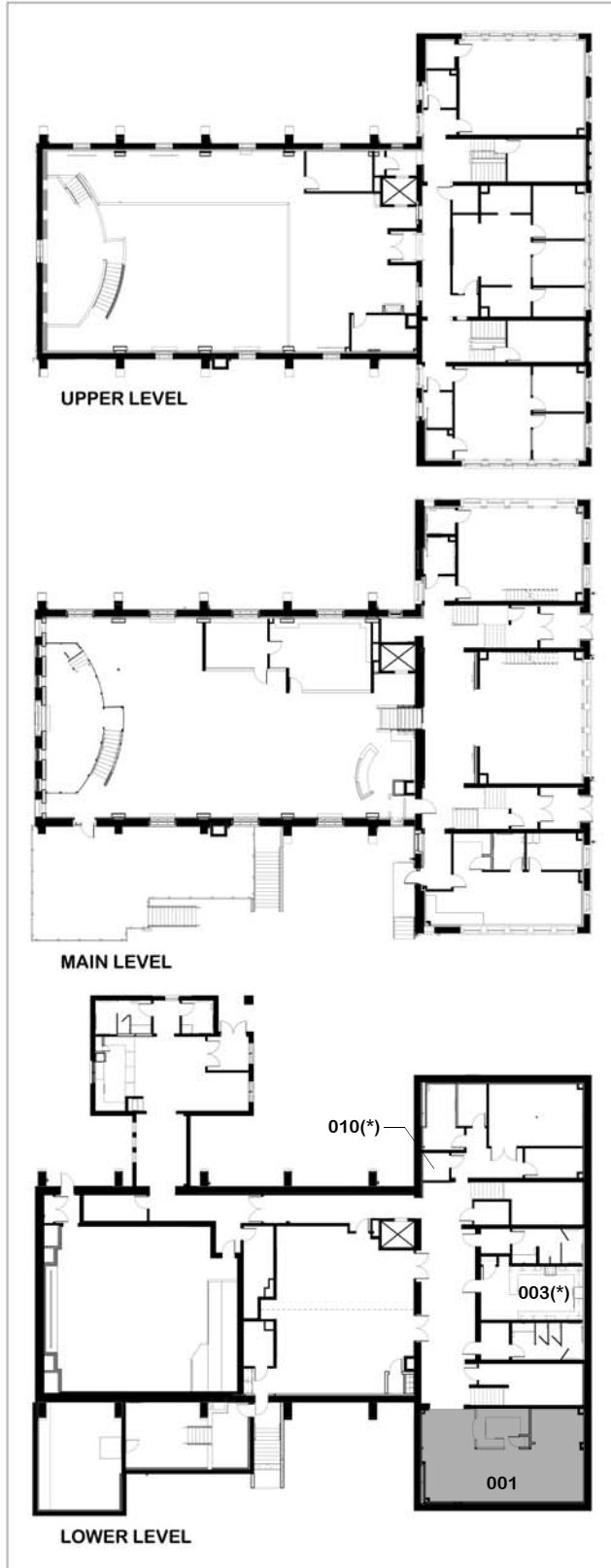
CHILD ADVOCACY CENTER

UPPER LEVEL	NET AREA (sf)
NONE	N/A

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL	NET AREA (sf)
001 CHILD ADVOCACY CENTER	787
003(*) COMMISSARY KITCHEN (CLEAN-UP)	N/A
010(*) JANITOR'S CLOSET	N/A

LEGEND	
	CHILD ADVOCACY CENTER
(*)	SHARED USE SPACE
SQUARE FEET TOTALS	
CHILD ADVOCACY CENTER	787 (net)



Memo



To: Breckenridge Town Council Members
From: James Phelps, Public Works Director
Date: October 13, 2017 (for the October 24, 2017 Work Session)
Subject: Renewal of the Town and Summit County IGA to facilitate Town operation of the Purple A Bus Route

Prior to 2012, the Summit Stage operated the Breckenridge North (Purple A) bus route. In 2012, the Town and County entered into an Intergovernmental Agreement (IGA) that facilitated the Town's Free Ride system taking over the Purple A bus route. The document allows for the County to pay the Town for the operational costs they would have accrued if they continued to operate the route. As a result the agreement is nearly budget neutral for the Town.

The original IGA was for five years with the option to renew for an additional five years. Town and County staff recommend renewing this agreement. Staff will be present if you have any questions.

1
2 WHEREAS, the Town Council has reviewed the proposed new Intergovernmental
3 Agreement, and finds and determines that it would be in the best interest of the Town to enter
4 into such agreement.

5
6 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
7 BRECKENRIDGE, COLORADO, as follows:

8
9 Section 1. The “Intergovernmental Agreement For Provision of Fixed Route Transit
10 Services for the Breckenridge North (French Gulch/Wellington Area) Route” with Summit
11 County Government (**Exhibit “A”**) is approved; and the Town Manager is authorized,
12 empowered, and directed to execute such agreement for and on behalf of the Town of
13 Breckenridge.

14
15 Section 2. This resolution is effective upon adoption.

16
17 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2017.

18
19
20 TOWN OF BRECKENRIDGE, a Colorado
21 municipal corporation

22
23
24
25 By: _____
26 Eric S. Mamula, Mayor

27
28 ATTEST:

29
30
31
32 _____
33 Helen Cospolich, CMC,
34 Town Clerk

35
36 APPROVED IN FORM

37
38
39
40 _____
41 Town Attorney date

Summit County Government/Town of Breckenridge

Intergovernmental Agreement for Provision of Fixed Route Transit Services for Breckenridge North (French Gulch/Wellington Area) Route

THIS INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIXED ROUTE TRANSIT SERVICES FOR THE BRECKENRIDGE NORTH (FRENCH GULCH/ WELLINGTON AREA) ROUTE (the "IGA") is made this day of _____, _____, by and between the Summit County Government, 208 East Lincoln Ave., P.O. Box 68, Breckenridge, CO 80424, ("the County"), and the Town of Breckenridge, 150 Ski Hill Road, P.O. Box 168, Breckenridge, CO 80424 ("the Town"). The County and Town are here in after referred to collectively as the "Parties."

WHEREAS, the County, pursuant to § 30-11-101 (f) C.R.S., operates a mass transportation system, the Summit Stage, which provides Fixed Route Transit services which services areas throughout Summit County, including within the Town of Breckenridge; and

WHEREAS, the Town, pursuant to § 31-15-71 l(1)(g) C.R.S., and its home rule powers pursuant to the Town Charter and Article XX, Section 6 of the Colorado Constitution, operates a mass transportation system, the Free Ride Transportation System, which provides Fixed Route Transit services which serve areas within the Town of Breckenridge; and

WHEREAS, the Summit Stage operates a route to provide fixed route services to residents in the French Gulch/ Wellington area ("the Area") which is within the Town of Breckenridge; and

WHEREAS, the County, through the Summit Stage, desires to have the Town of Breckenridge, through its Free Ride Transit System, operate the subject route within their (Free Ride's) schedule; and

WHEREAS, the Town, through its Free Ride Transportation System, desires to operate the subject route within the Free Ride Transit System's schedule; and

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203, C.R.S., as amended, the Town and County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Parties now desire to enter into this IGA to document their joint and several responsibilities and duties with regard to the operation of the subject mass transportation route services.

NOW THEREFORE, in consideration of the above and in consideration of the mutual and dependent covenants contained herein, the Parties agree as follows:

I. Purpose and Term:

- 1.** The purpose of this IGA shall be to set forth the Parties' agreement regarding the scope of responsibilities and duties for the Town's provision of fixed route transit services in the Area.
- 2.** The Term of the IGA shall extend from the date of this agreement for an initial period of five (5) years and shall include the option, upon agreement of the parties, to be renewed for additional five (5) year period upon expiration of the first five (5) year period.

II. County Responsibilities:

- 1.** The County (Stage) agrees to monitor performance and compliance in accordance with its policies, procedures, and performance indicators (reference Chapter II, Page 5, Goal 2, Summit State Operations Plan 2004-2009 as prepared by LSC Transportation Consultants, November 2003).
- 2.** The County (Stage) agrees to prepare the yearly FTA Rural Transit National Transit Database ("NTD") reports for this route in accordance with Federal Code.
- 3.** The County (Stage) agrees to pay the Town of fee of \$78.46 per revenue service hour for operation of service in the Area. Said payments shall be made within 30 days of receipt of a monthly invoice from the Town's Transit Department.
- 4.** The hourly rate paid to Town by County as described in Section II.3 shall be adjusted either upward or downward each year on the anniversary date of this IGA by a percentage equal to any percentage change in the Stage's operational costs as decided in its approved fiscal operations budget for the upcoming fiscal year. If the Stage changes its method of calculating its operational costs during the term of this IGA, the parties shall meet and determine how to equitably adjust the hourly rate to be paid to the Town as described in Section II.3.
- 5.** The County (Stage) agrees to allow the Town to operate an alignment throughout the Area that the Town deems to be desirable based upon its transit operations. The County (Stage) agrees to approve said alignment to the extent that it services those core portions of the Area based upon the Summit Stage Transportation Guide dated effective April 22, 2007. (See Attachment A, page 15, specifically French Creek, Wellington Neighborhood and County Road 450).
- 6.** If the County elects not to renew this IGA for the second five year terms as described in Section I.2, or if the County shall not make a necessary annual appropriation to fund this IGA as described in Section IV.8, then the County shall purchase from Town the vehicle that the Town purchased to provide the transit service required of it under this IGA, or any substitute or replacement vehicle. The purchase price for the vehicle shall be the then-current fair market value of the vehicle as of the date of nonrenewal or nonappropriation, whichever is applicable.

III. Town Responsibilities:

- 1.** The Town agrees to continue to operate fixed route service in the Area in accordance with the core schedule and hours identified in the Summit Stage Transportation Guide dated effective April 22, 2001 (see Attachment A, page 15). The Town further agrees that any alternative alignment for service in the Area will be approved by the Summit County BOCC and Summit Stage Advisory Board.

2. In accordance with Section III.I ,above, the Town agrees to place Free Ride bus stop signage and schedule information at all current stops on the Area schedule and to maintain said stops. (see Attachment A, page 15)

3. The Town agrees to present an invoice for monthly services to the County (Stage) on or before the 5th of the month following service.

4. The Town agrees to present, with its invoice, the service performance statistics for the previous month. The service performance statistics to be reported are as follows:

- Passengers per day and monthly total passengers
- Revenue hours operated per day and monthly total revenue hours
- Revenue miles operated per day and monthly total revenue miles

The Town also agrees to submit, when applicable, a report of any vehicle accidents, passenger accidents or other incidents that may occur during any operational month. Said report shall only be for those mentioned occurrences, which are specific to the Area route.

5. The Town agrees to provide the County ninety (90) days notice in the event that the Town determines it is not in its interest to continue operation of this service. The County is not obligated to further compensate the Town for services or capital purchases upon such termination.

IV. General Provisions:

1. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the Parties, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Scott Vargo County Manager Summit County Government P.O. Box68 Breckenridge, CO 80424	Rick Holman Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, CO 80424
---	---

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manor set forth in this paragraph IV.I.

2. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the County or the Town because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

No modification or waiver of this IGA or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged herewith.

3. This written IGA embodies the whole agreement between the Parties hereto and there are no inducements, promises, terms, conditions or other obligations made or entered into by either the County or the Town other than those contained herein.
4. This IGA shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
5. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.
6. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this IGA. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such Court determination.
7. Notwithstanding anything to the contrary contained in this contract, the County shall have no obligations under this IGA without any appropriation thereof by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Regulations, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.).
8. Notwithstanding anything to the contrary contained in this contract, the Town shall have no obligations under this IGA without an appropriation of necessary funds by the Town in accordance with a budget adopted by the Town Council of the Town of Breckenridge in compliance with applicable law.
9. Governmental Immunity. Neither the Town nor the County intends to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.
10. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.

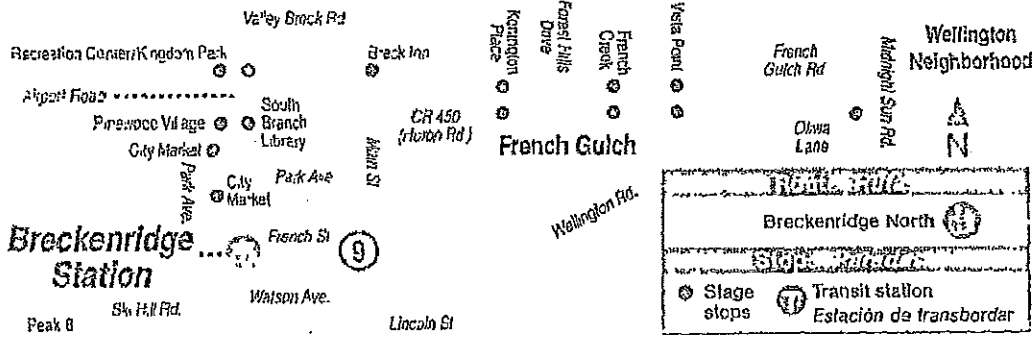
IN WITNESS WHEREOF, the Parties hereto have executed this IGA to be effective the day and year first set forth above.

Town of Breckenridge
 By: _____
 Rick Holman, Town Manager
 Town of Breckenridge
 Date: _____

Summit County Government
 By: _____
 Scott Vargo, County Manager
 Summit County Government
 Date: _____

Attachment A

BRECKENRIDGE NORTH



	Lower Breckenridge Stn	City Market	Library	Recreation Ctr	Kennington Pl	French Creek	Vista Point	Wellington	Vista Point	French Creek	Kennington Pl	Breck Inn	Recreation Ctr	Pinevillage	City Market	Arise Breckenridge Station
6:30	:51	:51	:52	:55	:55	:57	:59	7:00	:01	:02	:02	:04	:06	:06	:06	7:10
7:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	7:30
7:50	:51	:51	:52	:55	:56	:57	:59	8:00	:01	:02	:02	:04	:06	:06	:06	8:10
8:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	8:30
8:50	:51	:51	:52	:55	:56	:57	:59	9:00	:01	:02	:02	:04	:06	:06	:06	9:10
9:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	9:30
9:50	:51	:51	:52	:55	:56	:57	:59	10:00	:01	:02	:02	:04	:06	:06	:06	10:10
10:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	10:30
10:30	:31	:31	:32	:35	:36	:37	:39	11:00	:01	:02	:02	:04	:06	:06	:06	11:10
11:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	11:30
11:50	:51	:51	:52	:55	:56	:57	:59	12:00	:01	:02	:02	:04	:06	:06	:06	12:10
12:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	12:30
12:50	:51	:51	:52	:55	:56	:57	:59	1:00	:01	:02	:02	:04	:06	:06	:06	1:10
1:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	1:30
1:50	:51	:51	:52	:55	:56	:57	:59	2:00	:01	:02	:02	:04	:06	:06	:06	2:10
2:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	2:30
2:50	:51	:51	:52	:55	:56	:57	:59	3:00	:01	:02	:02	:04	:06	:06	:06	3:10
3:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	3:30
3:50	:51	:51	:52	:55	:56	:57	:59	4:00	:01	:02	:02	:04	:06	:06	:06	4:10
4:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	4:30
4:50	:51	:51	:52	:55	:56	:57	:59	5:00	:01	:02	:02	:04	:06	:06	:06	5:10
5:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	5:30
5:50	:51	:51	:52	:55	:56	:57	:59	6:00	:01	:02	:02	:04	:06	:06	:06	6:10
6:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	6:30
6:50	:51	:51	:52	:55	:56	:57	:59	7:00	:01	:02	:02	:04	:06	:06	:06	7:10
7:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	7:30
7:50	:51	:51	:52	:55	:56	:57	:59	8:00	:01	:02	:02	:04	:06	:06	:06	8:10
8:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	8:30
8:50	:51	:51	:52	:55	:56	:57	:59	9:00	:01	:02	:02	:04	:06	:06	:06	9:10
9:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	9:30
9:50	:51	:51	:52	:55	:56	:57	:59	10:00	:01	:02	:02	:04	:06	:06	:06	10:10
10:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	10:30
10:50	:51	:51	:52	:55	:56	:57	:59	11:00	:01	:02	:02	:04	:06	:06	:06	11:10
11:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	11:30
11:50	:51	:51	:52	:55	:56	:57	:59	12:00	:01	:02	:02	:04	:06	:06	:06	12:10
12:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	12:30

Equal opportunity statement



Memo



To: Breckenridge Town Council
From: Peter Grosshuesch, Director of Community Development
Date: 10/18/2017
Subject: Planning Commission Decisions of the October 17, 2017 Meeting

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF OCTOBER 17, 2017:

CLASS C APPLICATIONS:

1) Village Hotel Exterior Remodel, PL-2017-0534, 605 S. Park Ave.

A proposal to remodel the exterior of the Village Hotel, including changing the color of the stucco, adding new trim and wood finishes, and adding two large exterior wall murals. The project will also include a substantial interior remodel in which existing uses are being relocated within. However, no new uses are proposed. There are no proposed changes to the existing site plan, including circulation, drainage and landscaping, with this application. *Approved.*

CLASS B APPLICATIONS:

1) Village at Breckenridge Plaza Vendor Food Carts, PL-2017-0532, 655 S. Park Ave.

A proposal to install two large vendor carts and associated site furnishings on the Village at Breckenridge Plaza. *Approved.*

CLASS A APPLICATIONS: None

TOWN PROJECT HEARINGS: None.

OTHER: None.



Village Hotel Exterior Remodel, 605 S. Park Ave.

Village at Breckenridge Large Vendor Carts, 655 S. Park Ave.



printed 4/11/2017

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Gretchen Dudney - Absent	

APPROVAL OF MINUTES

With no changes, the October 3, 2017 Planning Commission minutes were approved.

APPROVAL OF AGENDA

With no changes, the October 17, 2017, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comments

CONSENT CALENDAR:

1. Village Hotel Exterior Remodel (CK), PL-2017-0534, 605 S. Park Ave.

A proposal to remodel the exterior of the Village Hotel. The proposal includes changing the color of the stucco, adding new trim and wood finishes and adding two large exterior wall murals. The project will also include a substantial interior remodel in which existing uses are being relocated within. However, no new uses are proposed. There are no proposed changes to the existing site plan, including circulation, drainage and landscaping, with this application.

Commissioner Questions / Comments:

Mr. Gerard: In reference to Public Art; why not refer the proposal to the Public Art Commission anyway? (Mr. Kulick: I've looked at Code with Tim Berry. We determined that Code only requires referral to PAC if positive points are requested. This application does not request positive points. We're not looking for the PAC to weigh in on taste of art located on private property. Per Policy 43/A Planning staff only looks for things such as circulation being compromised. No issues here since it's a mural on a wall.)

The Consent Calendar was approved as presented.

TOWN COUNCIL REPORT:

- Amendment to remove F-Lot from Transition Area in Conservation District to allow for the parking facility: Council is supportive and the second reading will be on October 24.
- Council desires to change their first February meeting date to Feb 6. PC meeting would be bumped up to Jan 30. Let Julia know if there are issues with that date for a meeting.
- Requested staff look at the snack bar/deli definition again.
- New transit app that tells people where buses are is being beta tested.

COMBINED HEARINGS:

1. Village at Breckenridge Plaza Vendor Food Carts (CL), PL-2017-0532, 655 S. Park Ave.

Mr. LaChance presented a proposal for the installation of two large vendor carts and associated site furnishings on the Village at Breckenridge Plaza. Suggests a minor change to provision 16: replace with “applicant shall screen any propane tank.”

Anthony Tabanji: I currently operate another vendor cart in Town, The Gnarly Shawarma Large Vendor Cart, and am looking forward to operating at the Village.

Commissioner Questions / Comments:

Mr. Giller: Any thought given to appearance of outdoor finishes? (Mr. LaChance: Not required by code for food carts outside the Historic District. Furnishings do appear historic and some wood siding is proposed. Staff will have opportunity to conduct post-installation inspection because a Building Permit is required.)

Mr. Schuman: Seating and landscaping appears in the easement. Is that an issue? (Mr. LaChance: On the submitted site plan, the seating and landscaping is shown outside of the easement. On the supplemental floor plan of the seating and landscaping in your packet, the easement line is not shown.) There could move into the easement, just something to keep an eye on.

Mr. Giller: Would whiskey barrels and stumps inhibit ADA accessibility? (Anthony: I have not looked at it. Consistent with what I’ve seen at brewery.)

Mr. Gerard: How are furnishings getting here? (Anthony: from China.)

Mr. Lamb: I like it. Good job working with staff.

Mr. Schuman: I like it as well.

Ms. Leidal: Agree.

Mr. Giller: Support staff analysis.

Mr. Gerard: Support staff analysis and makes good use of open area in plaza.

A motion was made by Mr. Lamb to approve, with wording change on Condition 16 suggested by Mr. LaChance, seconded by Mr. Schuman. The motion was approved unanimously.

OTHER MATTERS:

- No comments on quarterly reports.
- APA Conference Recap, highlights:
 - Mr. Kulick: Went to an interesting session on vehicle miles travelled nationwide. Miles peaked around 2001 and then decreased until about 2015 when it rebounded—national and local trends mirror this. Habits of millennials are changing—they are using cars more now as they get older. Rideshare services like Uber are picking up in places and that has increased miles traveled. Had been thought we were at our peak VMT but now a reverse course.
 - Mr. Giller: Attended a session on mixed use development in Aspen and Crested Butte. Both have allowed more density but in Aspen they had a lot of pop-tops and large rooftop decks, which got excessive. People circumvented the Aspen Code by leaving a vacant ground floor commercial area and then building a huge residence behind and above it. In many cases there is no effort to lease the commercial space—if you have enough money it doesn’t matter if it’s rented. Crested Butte—they’re seeing combining of smaller apartments into larger apartments. Losing lodges in Aspen to people buying them to essentially use as a large single family home.
 - Four people running as a slate for Town Council in Telluride and concerns about density and housing affordability.
 - Mr. Grosshuesch: Housing mobile tour: four projects under construction. Telluride has similar issues as Breckenridge. They will have 330 deed restricted units when they are completed. They are taking a vacant lot and going under the street with a parking garage.

- Only \$700k/year allocated for housing.
- Mr. Truckey: The Fort Collins Climate Action Plan was discussed. Staff in every city department at Fort Collins are tasked with implementing the plan and it is one of their Council's three highest priorities. Went on a forest management tour with the Town Forester for the Town of Mountain Village. Mountain Village incentivizes defensible space and reimburses homeowners up to 50 % of their costs, to a maximum of \$5,000 from the Town. The Gondola tour was informative—the gondola is available 18 hours plus per day free of charge. They have implemented lighting protection and a backup power plant that essentially mean the gondola can always run except in rare situations.
 - Chair and vice chair elections next meeting.
 - Ron: Question about AMI meeting on housing. (Mr. Grosshuesch: primarily people with older covenants from Valley Brook attended. Issue was appreciation caps. They were bound by AMI or 3%, whichever is less, so they have no equity from the years that AMI was down. They would like some relief. The housing committee is now discussing this.)

ADJOURNMENT:

The meeting was adjourned at 6:26 pm.

Dan Schroder, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

October 2017

Friday, Oct. 20, 2017	8:00am - 9:00am	Cool River Coffee House	Coffee Talk
October 20 - 22, 2017	Throughout the weekend	Breckenridge	Craft Spirits Festival
Tuesday, Oct. 24, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

November 2017

Thursday, Nov. 9, 2017	7:00am	Coffee Shops in Town	Wake Up Breck
Friday, Nov. 10, 2017	All Day	Breckenridge Ski Resort	Opening Day
Tuesday, Nov. 14, 2017	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Friday, Nov. 17, 2017	8:00am - 9:00am	TBD	Coffee Talk
Tuesday, Nov. 28, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

Other Meetings

October 23rd, 2017	Open Space & Trails Meeting	5:30pm
October 24th, 2017	Board of County Commissioners Meeting	9:00am / 1:30pm
October 25th, 2017	Summit Stage Transit Board	8:15am
	Summit Combined Housing Authority	9:00am
October 26th, 2017	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
October 27th, 2017	CAST	7:45am
November 1st, 2017	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
November 2nd, 2017	QQ - Quality and Quantity - Water District	10:00am
November 7th, 2017	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
November 9th, 2017	Upper Blue Sanitation District	5:30pm
November 14th, 2017	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
November 20th, 2017	Breckenridge Creative Arts	4:15pm
November 21st, 2017	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
November 27th, 2017	Open Space & Trails Meeting	5:30pm
November 28th, 2017	Board of County Commissioners Meeting	9:00am / 1:30pm
December 13th, 2017	Breckenridge Heritage Alliance	Noon
January 11th, 2018	I-70 Coalition	1:00pm
TBD	Breck Forward Task Force Meeting	8:00am