



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, April 28, 2020, 7:00 PM
VIRTUAL Council Chambers
Breckenridge, Colorado

This meeting will be broadcast live, but the public will NOT be permitted to attend the meeting in person due to COVID-19 concerns. If you are interested, please monitor the meeting by joining the live broadcast available online. Log-in information is available in the calendar section of our website: www.townofbreckenridge.com. Questions and comments can be submitted prior to the meeting to Mayor@townofbreckenridge.com or during the meeting using the Q&A feature in the Online Webinar.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - MARCH 20, MARCH 24, MARCH 26, APRIL 10, APRIL 21, 2020

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
B. BRECKENRIDGE SKI RESORT UPDATE

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS
1. *COUNCIL BILL NO. 7, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION*
 2. *COUNCIL BILL NO. 10, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING*
 3. *COUNCIL BILL NO. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE*

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2020

1. *COUNCIL BILL NO. 14, SERIES 2020 - AN ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL PROPERTY (Smuggler, Silent Friend, Iron, and Crown Point Lodes)*
2. *COUNCIL BILL NO. 15, SERIES 2020 - AN ORDINANCE APPROVING A LEASE WITH ZWEIG LAW, PC (Unit 200, Breckenridge Professional Building; 130 Ski Hill Road)*
- B. RESOLUTIONS, SERIES 2020
 1. *RESOLUTION NO. 13, SERIES 2020 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO (Recreation Road and Trail Management)*
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

COMMITTEE ASSIGNMENTS WILL OCCUR AT THIS MEETING

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HERITAGE ALLIANCE
- E. BRECKENRIDGE CREATIVE ARTS
- F. BRECKENRIDGE EVENTS COMMITTEE
- G. WATER TASK FORCE
- H. MT 2030

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR APRIL, MAY, & JUNE

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 20, 2020 to order at 4:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe (via computer) and Mayor Mamula.

II) APPROVAL OF AGENDA

Mr. Holman stated there were two changes to the agendas, which was to add an executive session and adding a resolution to retain legal counsel. Mayor Mamula declared the agenda approved as amended.

V) DISCUSSION ITEMS

A) FINANCIAL UPDATE AND POSSIBLE LOCAL FINANCIAL RESPONSE TO THE COVID-19 EMERGENCY

Mr. Holman stated the purpose of this item is to discuss the financial implications of the COVID-19 emergency, and planning for the Town's budget year and what to do for local businesses. Mayor Mamula stated this will be a difficult time for many businesses.

Mr. Brian Waldes, Finance Manager, reviewed the revised projections for revenue for the Town, as well as capital projects and reserves. He also covered the debt service for the parking garage and broadband projects. Mr. Waldes stated the prediction is that the Town will be short \$13 million, but it has \$21 million in reserves and may be able to use some of that for this emergency.

Council discussed the upcoming parking garage project and what the penalty would be if the Town didn't do this project this year. Council also discussed the contractual obligations of the broadband fiber project and what could change with that project to save money.

Mayor Mamula asked if we could push everything in the 5 year Capital Projects plan out one year. Mr. Holman stated we need to reach out to the school district about the 3-year timeframe for that project and if agreed upon we push that out longer. Mayor Mamula stated we should try to push off as much as we can.

Mr. Holman asked, without dipping into the reserves, how much we can cover if we don't do all of these capital projects. Mayor Mamula stated we need to prioritize all of the regular public safety projects like streets and lights. Mr. Gallagher stated we may also need to contribute money to bring a testing site here so we can better understand where we stand with flattening the curve. Mr. Holman reiterated with Council that we did a "reduced-service" plan in 2009 and it was not received well by the public. He also stated we are able to evaluate not filling vacancies at this moment, and we will expect revised budgets from all of our partner organizations as well. Mayor Mamula stated some things like WAVE in June may not happen, and we need to look at all of the things we do. Mr. Holman stated we have a tiered service plan, with proposed cuts. Mayor Mamula stated he believes we should keep consistency with things like Rec Center hours, and find other low-hanging fruit to cut costs. Ms. Wolfe stated we need to make sure we are marketing appropriately to bring people back here who might otherwise not come.

Mr. Holman stated we should anticipate some additional special meetings between now and the time the new Council is elected.

Mr. Holman stated we need to start looking at what we can do to help the local community by subsidizing rentals in Town-owned facilities, and prioritizing what we can do to help local residents and businesses. He briefed the Council on what the Summit Foundation and other local organizations are doing to assist. Council agreed to take some kind of action to give people some hope that we are working on it and show that we value the local businesses. Mr. Carleton stated we should convene a small business taskforce so they are represented. Mayor Mamula pointed out there is a big information gap with all of the programs being offered and suggested creating a clearinghouse of information. Ms. Shannon Haynes suggested small business roundtables (virtual) and a webpage with the information.

Mayor Mamula discussed providing some property tax relief for landlords to encourage them to be lenient with rent during this time. Mr. Holman stated anything having to do

with Sales Tax needs to amend the code, but there are other ways to give money back through grant programs and things like that. Mr. Carleton stated we need to target the most vulnerable and help them first. Council suggested Mr. Gallagher and Ms. Wolfe serve on a committee to evaluate business need and develop a grant program for businesses. Mayor Mamula stated he will be doing virtual coffee talks next week for the community, and we are asking people to submit comments ahead of time.

Ms. Gigliello asked about the FMLA provisions and the specification about testing, and why the community isn't testing as much as it should. Mr. Holman stated we know the positive case number is not consistent with what we think is going on. Ms. Haynes stated community spread has been identified here and that's why we keep messaging that as part of the number of positive tests, but we need more tests and the capacity to test more, and public health is working hard to get more people tested.

Ms. Owens asked what we can do immediately for the community. Mr. Holman stated we can act on tax deferrals immediately, and we can defer March's sales tax. Mayor Mamula stated we should put money aside for grants and food for the public. Council also discussed backfilling FIRC and Summit Foundation's efforts to help the community, and agreed to look at rent assistance for local residents through a grant program administered by a task force.

- B) COVID-19 UPDATE AND PLANNING**
Council discussed potentially assisting local businesses in the future, and what other communities are doing. They also discussed the specifics of the order.

Police Chief Baird stated many people have left the community, and there have been fewer calls, and not a lot of police needs, so they will focus on the business district on foot and in vehicles. He further stated Town hasn't had any vandalism or break-ins at this time, and the police staff will continue to look for trends. He stated staff remains healthy and they are avoiding most person-to-person contact, responding over the phone as possible and not responding to medical calls. Chief Baird stated there is near 100% compliance with the public health order at this time.

VI) NEW BUSINESS

A) RESOLUTIONS, SERIES 2020

1. **RESOLUTION NO. 11, SERIES 2020 – A RESOLUTION APPROVING THE EMPLOYMENT OF BUTLER SNOW LLP AS BOND COUNSEL IN CONNECTION WITH THE TOWN'S PROPOSED LEASE PURCHASE AGREEMENTS AND RELATED CERTIFICATES OF PARTICIPATION, SERIES 2020A AND 2020B**

Mayor Mamula read the title into the minutes. Mr. Berry stated this resolution would allow Mr. Holman to enter an agreement with legal counsel for the purpose of obtaining Certificates of Participation.

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

Mr. Bergeron moved to approve RESOLUTION NO. 11, SERIES 2020 – A RESOLUTION APPROVING THE EMPLOYMENT OF BUTLER SNOW LLP AS BOND COUNSEL IN CONNECTION WITH THE TOWN'S PROPOSED LEASE PURCHASE AGREEMENTS AND RELATED CERTIFICATES OF PARTICIPATION, SERIES 2020A AND 2020B. Mr. Gallagher seconded the motion.

The motion passed 7-0.

X) OTHER MATTERS

There were no other matters to discuss at this meeting.

XI) EXECUTIVE SESSION

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 5:57pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
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I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 24, 2020 to order at 7:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – MARCH 10, MARCH 12, MARCH 15, MARCH 16, 2020

With no changes or corrections to the meeting minutes of March 10, 12, 15, and 16, 2020, Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

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

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment. Citizens were encouraged to email their comments in advance of the meeting.

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

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 2, SERIES 2020 - ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street)

Mayor Mamula read the title into the minutes. Mr. Berry stated the memo in the packet indicates the changes to this ordinance between first and second reading.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 2, SERIES 2020 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street). Mr. Carleton seconded the motion.

The motion passed 7-0.

2) COUNCIL BILL NO. 7, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION

Mayor Mamula read the title into the minutes. Mr. Berry stated staff is asking for this ordinance to be continued until the April 28, 2020 meeting.

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

Mr. Bergeron moved to continue COUNCIL BILL NO. 7, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION to the April 28, 2020 meeting. Ms. Owens seconded the motion.

The motion passed 7-0.

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- 3) COUNCIL BILL NO. 10, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING

Mayor Mamula read the title into the minutes. Mr. Berry stated staff is asking for this ordinance to be continued until the April 28, 2020 meeting.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to continue COUNCIL BILL NO. 10, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING to the April 28, 2020 meeting. Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 4) COUNCIL BILL NO. 11, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (RELATIVE) CONCERNING THE SOCIAL COMMUNITY AND POLICY 25 CONCERNING TRANSIT

Mayor Mamula read the title into the minutes. Mr. Berry stated changes to this ordinance from first reading are noted in the memo in the packet.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 11, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (RELATIVE) CONCERNING THE SOCIAL COMMUNITY AND POLICY 25 CONCERNING TRANSIT. Mr. Carleton seconded the motion.

The motion passed 7-0.

- 5) COUNCIL BILL NO. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE

Mayor Mamula read the title into the minutes. Mr. Berry stated staff is asking for this ordinance to be continued until the April 28, 2020 meeting.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to continue COUNCIL BILL NO. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE to the April 28, 2020 meeting. Ms. Owens seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2020

- B) RESOLUTIONS, SERIES 2020

- 1) RESOLUTION NO. 10, SERIES 2020 - A RESOLUTION AMENDING THE TOWN COUNCIL "PROCEDURES AND RULES OF ORDER" CONCERNING A COUNCILMEMBER'S ELECTRONIC PARTICIPATION AT TOWN COUNCIL MEETINGS

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Mayor Mamula read the title into the minutes. Mr. Berry stated this Resolution would allow Council members to participate in virtual meetings, as they are necessary at this time.

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

Mr. Bergeron moved to approve RESOLUTION NO. 10, SERIES 2020 - A RESOLUTION AMENDING THE TOWN COUNCIL "PROCEDURES AND RULES OF ORDER" CONCERNING A COUNCILMEMBER'S ELECTRONIC PARTICIPATION AT TOWN COUNCIL MEETINGS. Mr. Gallagher seconded the motion.

The motion passed 7-0.

C) OTHER

1) APPOINTMENT OF MUNICIPAL COURT JUDGE

Mayor Mamula stated Municipal Judge Buck Allen is up for reappointment as the Town's Municipal Court Judge.

Mr. Bergeron moved to approve the APPOINTMENT OF JUDGE ALLEN AS THE MUNICIPAL COURT JUDGE. Ms. Gigliello seconded the motion.

The motion passed 7-0.

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Planning Commission Decisions were approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated there was no report.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

The reports of Mayor and Council Members were covered in the afternoon Work Session.

A. CAST/MMC

Mayor Mamula stated there was no report.

B. Breckenridge Open Space Advisory Committee

Mr. Bergeron stated staff is looking at reducing summer expenses and will be monitoring the use of trailheads and encouraging people to recreate where they live.

C. Breckenridge Tourism Office

Ms. Wolfe stated the BTO is open with a few staff and is working on a business toolkit on www.onebreckenridge.com with a link to all current opportunities for the community. They will also be working on marketing when they have more clarity.

D. Breckenridge Heritage Alliance

Ms. Owens stated there was no report.

E. Breckenridge Creative Arts

Mr. Gallagher stated there will be a budget meeting tomorrow.

F. Breckenridge Events Committee

Ms. Gigliello stated there was no report.

G. MT 2030

Ms. Wolfe stated there will be a 30-day hold on all conference activities and they might look at postponing the event.

X) OTHER MATTERS

Mayor Mamula stated the Town will look at easing the signage restrictions temporarily.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR MARCH AND APRIL

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:29pm. Submitted by Helen Cospolich, CMC, Town Clerk.

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ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

**TOWN OF BRECKENRIDGE
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I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of March 26, 2020 to order at 4:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe and Mayor Mamula.

II) APPROVAL OF AGENDA

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

III) DISCUSSION ITEMS

A) COVID-19 UPDATE AND PLANNING

Mr. Holman stated there was one additional positive case in Summit County as of today, and the only other updates are related to the stay at home order by the Governor. She stated some businesses that were doing curbside delivery are no longer allowed to operate under this order and construction services will continue under this order. Mr. Bergeron asked about the closure of trailheads by the Forest Service, and the Council was not aware of that order at the time of the meeting. Mr. Holman also stated we have cleared the Recreation Path for people who are walking and biking, and we hope that will keep people out of the road.

B) FINANCIAL UPDATE – BRECK RELIEF

Mr. Holman stated Ms. Wolfe and Mr. Gallagher has been working on the criteria for local business relief.

Ms. Wolfe stated that in addition to the support the Town is providing we hope small businesses will look at all of the ways to get funding during this time. She stated the six qualifiers for the grants would be: 1) Business must be closed by order and unable to operate from home; 2) Have a physical location in the Town and no ownership interest; 3) The business must be open all year; 4) Employ 15 or fewer full time employees based on the January 1, 2020 BOLT report; 5) Provide evidence of sustainability; 6) The landlord must agree that they won't evict the business within a certain time.

Mayor Mamula asked about businesses that have multiple locations, but aren't based in Breckenridge. Council discussed local ownership in businesses, and thinking of the groups we want to target with these grants.

Ms. Wolfe stated the recommendation is to cover one month of rent plus common area maintenance fees, and have a total business cap. She also stated they will be using social media and communicating with the local business groups.

C) BUDGET UPDATE

Mr. Brian Waldes, Finance Director, stated staff have been working on budget changes to save money. He further stated Ms. Shannon Smith is also there to look at the capital improvement projects slated for 2020. He stated staff is looking at projects that need to be completed and ones that can be delayed. In addition, Mr. Holman stated the full Town operational budget is being evaluated as well and all suggested changes are included in the attached document. Mr. Holman also stated this doesn't include any layoffs, only position freezes. Mr. Waldes reviewed predicted revenue over the coming period as well.

IV) NEW BUSINESS

V) OTHER MATTERS

Mr. Bergeron stated the Forest Service is closing some trailheads and picnic sites across the state. Mayor Mamula clarified that we should be social distancing and discouraging people from other areas from driving to the High Country to recreate.

Mayor Mamula also stated the money that the Council is giving to FIRC is for Breckenridge employees. He stated the relief money is going to the state, and not to a smaller county like ours, so we will continue to look at options for this in the future and to work with the State.

Mr. Bergeron stated Building Hope is a good resource for the public.

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Ms. Wolfe stated we have suspended paid parking for the moment, and we will continue to look at this in the future.

Mr. Holman stated the public should look to the Town's website and social media channels for more information in the future. He also stated there is some confusion about the suspension of plastic bag fees and the ability to use reusable bags in the grocery store so the Town will draft an order suspending local bag fees.

VI) EXECUTIVE SESSION

VII) ADJOURNMENT

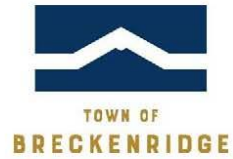
With no further business to discuss, the meeting adjourned at 5:30pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT



Memo

To: Breckenridge Town Council
From: Brian Waldes, Finance Director
Date: 3.26.20
Subject: COVID-19 Budget Measures

The purpose of this memo is to inform Council of our latest efforts to adjust our spending plans for the COVID-19 crisis. We will review the 5 year capital improvements plan (CIP), program expense reductions, and the resultant effects on the fund balance reserves analysis.

5 Year CIP

Attached to this memo you will find the 5 year CIP with adjustments made by staff highlighted in yellow. Changes made include the timing, scope, and funding sources for planned projects. By reducing the cost of some and changing the timing of others, we have reduced the excise transfers to capital for the years 2021-23 by over \$5.5M. The sheet notes the changes that were made, including dollar amounts.

Program Cost Reductions

Senior Leadership has reviewed their respective programs and looked for opportunities to reduce expenditures without effecting essential services. The second item attached to this memo shows the results of those efforts, their dollar impacts, and a short description of the program changes. Senior staff will be on today's meeting to answer any specific questions you may have.

Adjusted Fund Balance and Reserves Analysis

The final attached item shows the new fund balance reserves analysis. You will notice we are about negative \$300K net fund balance now, as opposed to the negative \$13.5M from the 3.19.20 version. This calculation includes the CIP reductions, elimination of a large land acquisition, and revised revenue forecasts. It is worth noting that the revenue projections have been changed to reflect a 45% decrease in revenues for months June-December, as opposed to 20%. This change was made as a result of remote discussions with other Finance departments throughout the State. The result is a \$13.1M reduction in excise tax revenues, up from a \$10M reduction on the 3.19.20 version.

We have also been able to update 2019 year end accruals, and the strong finish to 2019 added some fund balance above what we had projected.

I will be on the meeting today to answer any and all questions you may have.

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Five Year Capital Improvement Plan Summary 2020 to 2024

*****Proposed Changes*****

Capital Fund Projects						
	2020	2021	2022	2023	2024	TOTAL
Recreation						
River Park	490,000	-	-	-	-	490,000
Total	490,000	-	-	-	-	490,000

NOTES

Currently funded at \$700,000 (\$350k GOCCO; \$105,000 Open Space; \$245,000 Excise)
 Reduced scope of project. Proposing increasing Open Space contribution from \$105,000 to \$140,000 to cover Town match for GOCCO grant.

Public Works						
	2020	2021	2022	2023	2024	TOTAL
McCain Property Improvements- School Parcel	200,000	-	-	-	4,700,000	4,900,000
Coyne Valley Bike Underpass	-	600,000	-	-	-	600,000
Blue River Crossing at Coyne Valley Road	-	2,900,000	-	-	-	2,900,000
Blue River Rehabilitation	-	4,500,000	-	-	-	4,500,000
Fiber Infrastructure	7,000,000	10,000,000	-	-	-	17,000,000
Childcare Facility	-	-	-	-	200,000	200,000
Carter Dog Park Drainage	50,000	200,000	-	-	-	250,000
Airport Road Improvements	-	-	-	-	7,500,000	7,500,000
Undergrounding of Overhead Utilities	-	-	-	-	400,000	400,000
Roadway Resurfacing	565,000	1,000,000	1,000,000	1,000,000	650,000	4,415,000
Infrastructure Improvements- Culverts	-	-	350,000	350,000	350,000	1,050,000
Total	7,815,000	19,200,000	1,350,000	1,350,000	14,000,000	43,715,000

2020 design proposed for roadway only to be "shovel ready". Previously funded for \$1M in 2020 for grading. Moved all other budget to 2024 for construction of road and fill/grading. Need School District concurrence on change to timing.

Critical Infrastructure Project. Moved budget from 2020 to 2021.

Critical Infrastructure Project. Moved budget from 2020 to 2021.

Critical Infrastructure Project. 33% funded by Open Space

Reduced 2020 amount \$3M, reduced COP as well. All and Peak working on recommendation for changes to fit budget.

No change. This is a place holder for design

Public Health/Water Quality Project. No changes proposed

Moved all project costs to 2024. Previously funded in 2023 and 2024.

50% of funding is from Housing Fund.

Moved all project costs to 2024. Previously funded in 2021 and 2023.

Critical Infrastructure Project. Reduced 2020 by \$295,000 for cancelling Concrete Replacement work. Local Contractor Columbine Hills Concrete.

Moved construction out previously funded in each year, continue working on design with previous spending authority.

100% Renewable Energy						
	2020	2021	2022	2023	2024	TOTAL
Town Facilities Energy Upgrades	100,000	-	100,000	100,000	100,000	400,000
EV Charger Implementation	75,000	-	-	-	-	75,000
Solar/Renewable Implementation	45,000	45,000	-	-	-	90,000
Total	220,000	45,000	100,000	100,000	100,000	565,000
GRAND TOTAL	8,525,000	19,245,000	1,450,000	1,450,000	14,100,000	44,770,000

\$100K removed in 2021. Materials already purchased for 2020.

No change proposed. This is a match for a pending grant and design costs have been incurred

Reduced to \$45k in 2020/2021 as committed to Solarize Summit

Capital Funding Sources						
	2020	2021	2022	2023	2024	TOTAL
Excise	927,000	7,680,000	1,450,000	1,450,000	9,983,000	21,490,000
McCain Rents	43,000	-	-	-	172,000	215,000
Open Space Funds (River Park, Blue River Rehab)	140,000	1,500,000	-	-	-	1,640,000
GOCCO Grant for Oxbow Park	360,000	-	-	-	-	360,000
Housing Fund (50% for Airport Rd. Improvements)	-	-	-	-	3,250,000	3,250,000
COP Bond For Fees	7,000,000	10,000,000	-	-	-	17,000,000
Conservation Trust Transfer	65,000	65,000	-	-	-	130,000
Total	8,525,000	19,245,000	1,450,000	1,450,000	14,100,000	44,770,000

Moved all construction project costs to 2024, so rent revenue was moved to 2024.

Increased Open Space contribution to River Park from \$105,000 to \$140,000.

Added 33% funding for Blue River project.

Moved all project costs to 2024

Reduced 2020 budget and COP

Parking and Transportation Fund Projects						
	2020	2021	2022	2023	2024	TOTAL
S. Gondola Parking Structure (Phase 1)***	50,000,000	-	-	-	-	50,000,000
Watson Roundabout (Phase 2)	400,000	-	4,000,000	-	-	4,400,000
Reverwalk & Ped Connection (Phase 3)	-	300,000	-	-	3,000,000	3,300,000
Wayfinding Phase 2	-	-	-	-	1,000,000	1,000,000
S.Park Ave & Main Street Roundabout	-	-	-	-	250,000	250,000
Lot Pedestrian and Parking Lot Improvements	-	-	-	-	2,000,000	2,000,000
River Walk Improvements	-	-	-	-	137,500	137,500
Pedestrian Corridor Lighting	100,000	-	-	-	-	100,000
Sidewalk Master Plan Implementation	-	-	-	-	350,000	350,000
Four O'clock Pedestrian Improvements	-	-	-	-	1,400,000	1,400,000
Village Road Pedestrian Improvement	-	-	-	-	300,000	300,000
Transit Center	-	-	-	-	5,000,000	5,000,000
Total	50,500,000	300,000	4,000,000	-	13,437,500	68,237,500

No change proposed. Local contractor/ local \$ analysis will be provided

No change proposed. Recommend getting design completed to be "shovel ready"

Delayed design 1 year. Construction costs moved to 2024. Local design team Norm

Delayed to 2024+. Previously funded \$250,000 in 2022 and 2023

Reduced \$250K and delayed to 2024

No change

Reduced by \$137,500 and delayed construction to 2024. Previously funded \$137,500 in both 202

Removed \$100K in 2021-2024 (\$400K)

Cancel contract for 2020, put all work on hold until 2024. Previously budgeted \$350,000 for Wam

Hill Road sidewalk. \$250,000 all other years as place holders.

No change

No change

Parking and Transportation Funding Sources						
	2020	2021	2022	2023	2024	TOTAL
Project Funding in Prior Year (Roundabouts)	400,000	-	-	-	-	400,000
COP Bond for Parking Structure**	50,000,000	-	-	-	-	50,000,000
Excise Fund Transfer	100,000	300,000	4,000,000	-	13,437,500	17,837,500
Total	50,500,000	300,000	4,000,000	-	13,437,500	68,237,500

***Budget will be adjusted at GMP

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	Adopted 2020	Reduction	Revised 2020	% Red.	Notes
General Fund					
Finance \$	1,148,872	\$ 83,500	\$ 1,092,372	4.7%	Sales Tax Audits, training, misc.
Muni Svc	675,901	69,500	606,401	10.3%	Frozen Vacancy, subscriptions
Public Safety	4,063,982	334,559	3,729,423	8.2%	Frozen Vacancy, misc. supplies
Recreation	5,976,420	794,068	5,182,352	13.3%	Hours reductions, reduce seasonal hires
Human res.	771,981	63,263	708,718	8.2%	Frozen Vacancy, training
Community Dev.	1,279,261	78,710	1,200,551	6.2%	Frozen Vacancy training, supplies
Public Works	8,635,896	561,584	8,074,312	6.5%	Frozen Vacancy reduced seasonal staff, supplies, train.
Total	22,549,313	1,955,184	20,594,129	8.7%	
Golf					
Admin	213,363	3,953	209,410	1.9%	Training uniforms supplies
Maint	152,827	100	152,727	0.1%	
Course Maint	840,841	46,828	794,013	5.8%	
Capital	327,645	132,700	194,945	40.5%	Delayed purchases
Total	1,534,676	183,581	1,351,095	12.0%	
Marketing					
BTO	4,768,008	476,800	4,291,208	10.0%	Overall reduction
Ops (TOB efforts)	168,363	15,000	153,363	8.9%	
Total	4,936,371	491,800	4,444,571	10.0%	
Open Space	2,800,681	230,624	2,570,057	8.2%	Frozen Position
Garage	1,748,038	135,647	1,612,391	7.8%	
IT	1,554,533	209,000	1,345,533	13.4%	
Special Projects					
BCA	2,263,290	226,329	2,036,961	10.0%	Overall reduction
BHA - Ops	610,000	25,000	585,000	4.1%	
BHA - Cap	1,345,000	1,204,000	141,000	89.5%	Hold on all Capital - give funds back to Town
Total	4,218,290	1,455,329	2,762,961	34.8%	
Parking & Transp.					
Transit Admin	530,138	135,647	394,491	25.6%	Frozen Vacancy
Transit Ops	4,889,289	760,306	4,128,983	15.6%	Decreased Seasonals, misc., reduced COFFEE????
Total	\$ 5,419,427	\$ 895,953	\$ 4,523,474	16.5%	
Fund Totals	\$ 44,761,329	\$ 5,557,118	\$ 39,204,211	12.4%	
MERIT FREEZE	\$ 15,096,233	\$ 509,498	\$ 14,586,735	3.5%	Represents remainder of 2020 freeze
Grand Total		\$ 6,066,616			
Service Funds Total \$	37,123,401	\$ 4,798,266	\$ 32,325,135	14.8%	

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	<u>12.31.20 Fund Balance</u>	<u>Required</u>	<u>Council Policy</u>	<u>TOTAL Reserves</u>	<u>Net Balance</u>
General Fund	\$ 17,560,045	\$ (1,913,424)	\$ (8,438,374)	\$ (10,351,798)	\$ 7,208,247
Excise Fund	8,308,334	(200,054)	(7,080,000)	(7,280,054)	1,028,280
Capital Debt Res.	N/A	-	(9,000,000)	(9,000,000)	(9,000,000)
Capital	8,320,449	(8,320,449)	-	(8,320,449)	-
Marketing	1,091,242	(1,091,242)	-	(1,091,242)	-
Spec. Proj	385,827	(385,827)	-	(385,827)	-
Child Care	1,724,517	-	(1,724,517)	(1,724,517)	-
Parking & Tran.	1,726,471	(1,317,289)	-	(1,317,289)	409,182
TOTAL	\$ 39,116,885	\$ (13,228,285)	\$ (26,242,891)	\$ (39,471,176)	\$ (354,291)

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I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of April 10, 2020 to order at 4:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe and Mayor Mamula.

II) APPROVAL OF AGENDA

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

III) NEW BUSINESS

- A) RESOLUTION NO. 12, SERIES 2020 - A RESOLUTION APPROVING AND RATIFYING THE SMALL BUSINESS RENTAL ASSISTANCE GRANT PROGRAM**
Mayor Mamula read the title into the minutes. Mr. Berry stated this resolution is necessary to comply with the Colorado Constitution in regard to awarding grants to local businesses. Mr. Berry discussed the history of the constitutional article that requires this resolution and how it is historically related to railroad business.

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

Mr. Bergeron moved to approve RESOLUTION NO. 12, SERIES 2020 - A RESOLUTION APPROVING AND RATIFYING THE SMALL BUSINESS RENTAL ASSISTANCE GRANT PROGRAM. Ms. Gigliello seconded the motion.

The motion passed 7-0.

IV) DISCUSSION ITEMS

- A) ROUND TWO OF BUSINESS RELIEF GRANTS**
Mr. Holman stated we expect to spend around \$500,000 on local business relief on round one. He further stated we are looking to kick off round two as early as next week. He also stated we have heard from other communities that we should consider widening the scope but we are recommending staying with the original intent of the grant process and possibly looking at another half month of relief and opening it up to the next level of businesses, with 18-35 employees. Mr. Holman shared a comment from Coldwell Banker on Main Street indicating they would like to be included in the grants, but Mr. Holman stated none of the other communities are including real estate offices in this kind of relief program at this time.

Ms. Wolfe stated we set this program up to narrow the focus in order to help the smaller businesses and bridge the gap to other programs. She stated we anticipate helping approximately 150 businesses that are small and represent the lifeblood of this community and she thinks we need to keep our focus to what we originally intended.

Mr. Gallagher stated it's important to think about what primes our economy, and having a strong, eclectic group of businesses on Main Street is important. He further stated he would like to stay along the track we have been following and expand up to 35 employees in the next round.

Mayor Mamula stated there are other grants for larger businesses available through the Federal Government. He also noted there is a business on Main Street where the landlord isn't cooperating with rent relief. Mr. Carleton stated for the record his business, The Hearthstone, isn't eligible for this program. He also stated we are trying to maintain the character of our Town and these small businesses make up a big part of our community. He stated all businesses are taking a hit now, and we are looking to the most vulnerable to help them.

Mr. Holman stated this is purely a rental assistance program and we are not addressing those who own their own space. Mr. Holman stated that if we look at these businesses (for mortgage relief), we shouldn't do a month and a half of relief at this time, and we could consider that only if we have money left over after we award the other businesses. Mayor Mamula stated that Congressman Neguse is looking at getting some money allocated to smaller municipalities like ours. Council verbally agreed to include building

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owners and businesses up to 35 employees in this next round. They also noted that those eligible for the SBA loans will not be eligible for this grant. Mayor Mamula stated the intent was to pay April and possibly May rent. Council stated they will stay abreast of developments with the Congressman and reassess before May rents are due.

B) FIBER 9600 2020 CONSTRUCTION SCHEDULE

Ms. Haynes stated the memo in the packet details the current construction schedule and staff recognizes we need to decide next steps. She further stated there is a caveat in the contract that allows us to cancel the project if needed. Mayor Mamula asked about the out clause if we don't improve our situation this summer and Ms. Haynes stated it's 7 days and we pay for work done up until that point. Mr. Holman stated investors are afraid of purchasing municipal bonds right now, but we can go ahead and prepare to issue the bonds depending on the economy. He also stated we can start or start this project at any time, but with the Parking Structure we can't start and stop that project so we need to wait and make that decision. Mr. Gallagher stated we were looking at the Downtown Core and the Weisshorn Neighborhood, and he feels this is an essential service and he's prepared to support this project and move forward as recommended by staff. Ms. Wolfe stated our world has changed and right now data capacity is important so we should continue to forge ahead with this infrastructure. Ms. Owens stated it's good that we are spending that money locally. Mr. Bergeron stated we need to make sure we fix the roads quickly after we dig. Mr. Carleton stated he is supportive of the project. Mr. Holman stated these businesses need to operate safely and we will make sure they know that. Mr. Gigliello stated she is in support and she knows the Council has received comments about continuing this project, and we should employ locals to help the economy. Council was in favor of moving forward with the project at this time.

V) OTHER MATTERS

Mr. Holman stated we had planned to bring back a discussion about plastic bags. He further stated Council had talked about increasing the bag fee and he believes now is not the time to be doing anything that impacts our retail community. He stated we will bring this back when the time is right.

Mr. Holman stated Public Health wants to do a presentation for all Summit County Elected Officials and everyone is encouraged to attend. Mr. Gallagher stated he hopes the community can also be part of this because there is still a lack of information for the public. Mr. Holman stated that if they are doing this kind of presentation, it has to be open to the public.

Ms. Haynes stated we are at 64 positive tests today, with 19 tests pending and 187 tested, and this information is on the Summit County health site. She stated the hospital still isn't seeing a surge of patients and the County expects to offer more tests in the future. She stated it is likely that there is widespread community spread here. She also stated the mobile testing unit is doing tests 5-7 tests per day, but are limited to moderate-severe symptoms and first responders and hospital workers so the symptom tracker supports the idea of community spread more than what the tests are seeing.

Mr. Holman stated the turf field is not being closed, but staff are signing it so people understand they cannot have organized games on the field or let their dogs go there. He also stated that tomorrow we are opening Prospector Park restrooms to help our homeless population.

Ms. Wolfe stated MT 2030 will not be held in September of this year, but we are postponing it to the future. Mayor Mamula stated it will be interesting to see what this massive slow-down will do to help the environment.

Mr. Bergeron asked about the basketball court at Little Red and Mr. Holman stated we are discouraging games there by putting up caution tape.

Mr. Carleton asked about Small Business resources. Mr. Holman stated we currently have two staff working on this now using www.onebreckenridge.com as a portal for this information and through the Summit County Chamber we are starting to organize an economic recovery team for county-wide initiatives. Mayor Mamula pointed out accountants should be helping with this, as well as industry associations.

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Ms. Owens stated Mom's Bakery and Magical Scraps are making masks, and Peak a Boo Toys is selling toys for kids. She also stated that mental health is important and we are all going through this together.

Mr. Bergeron wanted to give a shout-out to all of the stores that are servicing our needs under strenuous conditions. Ms. Wolfe stated she went to the vet today and they were very prepared. Mr. Carleton stated he wanted to give a shout out to first responders and medical responders.

Ms. Haynes stated we got a box of face coverings from Out There Colorado for staff and the BTO is doing a summer preview next Thursday at 9am.

Mayor Mamula stated it's amazing to see so much engagement in our community and encouraged everyone to do the Census.

VI) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 5:15pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

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NEW COUNCIL MEMBERS WERE SWORN IN AT 3:00PM OUTSIDE OF TOWN HALL

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of April 21, 2020 to order at 4:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Kuhn and Mayor Mamula.

II) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agendas. Mayor Mamula declared the agenda approved as presented. Mayor Mamula added that the CEO of St. Anthony Summit Medical Center will be first on the agenda.

III) ST. ANTHONY SUMMIT MEDICAL CENTER UPDATE (LEE BOYLES, CEO)

Mayor Mamula introduced Mr. Lee Boyles, CEO of St. Anthony Summit Medical Center. He described the situation statewide and also at St. Anthony's and stated we feel prepared for a surge, and have ample PPE and staff available. Mr. Boyles stated we have not yet seen a surge like that in Summit and we transfer out patients that have required ventilation. He stated we have always followed the state guidelines for testing, and once the guidelines were lifted, we were able to do additional testing. He also stated we have conserved the tests in case we have gotten overwhelmed, and now we have flipped to the idea of mass testing throughout the community. Mr. Boyles also noted that he can't tell how Vail Health has that many tests, and what the quality of those tests are. We have seen testing that hasn't had the sensitivity to test to the levels we want. He also stated we are fortunate as a county not to be overrun and we are in the situation now to try to flip the switch to tier 3 testing across the county and we are working on the process to implement this. He stated we are working with the County and will have a press release out soon to do testing out of CCOM in Frisco with one phone number to call.

Council asked how Vail Health tested so many people, and how those tests were administered and handled. Mr. Boyles explained that the care won't change based on the tests, and Centura has tested based on need. Mr. Gallagher stated we want to look forward, and stated we need to test more broadly and be able to use that data to open up the economy. Mr. Boyles stated we are now prepared to test anyone who is symptomatic going forward on a daily basis and will do that going forward as long as needed. Mr. Gallagher also asked about moving from Phase 1 to Phase 2 based on current testing. Mr. Boyles stated he believes what he has seen at the hospital, and he feels we are safe as a county and community at this point with our current actions. Mr. Boyles also stated they have tested 81 patients in the hospital, and 16 have transferred to Denver, while only 9 have been positive of those 16. He stated it is necessary to move those people to lower elevations to help with the breathing issues.

Mr. Carleton stated he has heard from many people that they haven't been able to be tested with moderate symptoms. Mr. Boyles clarified that starting a couple of weeks ago Stadium Medical started testing tier 3 level patients and we are now in a position to test much more broadly.

Mr. Gallagher stated he believes Centura isn't doing enough to help this community understand the problem. Mr. Boyles stated the next step would be to test the whole community, which he believes is a waste of resources, and the antibody test is coming in the future. Mr. Boyles stated Centura is willing to be a good partner and contact tracing would mean more testing than we have capacity for at this time.

Ms. Owens asked what will make a difference starting tomorrow with the expanded testing. Mr. Boyles stated it is a better, more efficient process and we are prepared for the expected volume.

IV) DISCUSSION ITEMS

A) COVID-19 UPDATES

Mayor Mamula stated it looks like Summit County plans to follow the state guidance at this point and they think the Governor is on the right path at this time. He also stated that as soon as the Governor says people can travel we are going to get a lot of day visitors, who are not the people in this community. He stated that if this was going to be a slow

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month in Breckenridge, he wouldn't be so concerned, but he thinks people are cooped up and they are going to come to our trails and to our closed ski area.

Mr. Bergeron stated he thinks we are going to get good information from other states as they open up. Mayor Mamula stated we can be more strict than the County guidance if needed and if we go back to more cases in July, we need to be prepared to take action. Mayor Mamula asked Council if they would agree to send a letter to Centura about their concerns and Council agreed to do that. He also stated that Vail Valley Health has offered to help Summit, which is unusual. Ms. Owens stated it's important to get Centura to the place where they feel part of the community and they can help be involved with future decisions.

B) 2020 TARN DAM REPAIR UPDATE

Mr. James Phelps stated they are in conversations with FEMA about the life of the FEMA grant for dam repair and the project timeline. He stated the goal would be to go to bid in June and have a contractor in place in August. He further stated we have done some mitigation work to hold it for now and our efforts have made us better prepared if we need to wait. Mr. Phelps stated the grant funds would still be available next year and, as we are approaching the deadline for this summer, we decided it would be best to delay the project under the current circumstances. Mr. Bergeron asked if every year waiting to repair further damages the dam? Mr. Phelps stated we will need to look at it after this year's runoff and see what the status of the dam is. Mr. Gallagher asked about getting contractors for this project, and Mr. Phelps stated this project has to follow FEMA guidelines and requires many years of experience per FEMA so there are limited contractors who can repair it. Council stated they were okay with pushing the project to 2021 and the proposed new timeline.

C) PARKING STRUCTURE GMP UPDATE

Ms. Shannon Smith stated the GMP came in and it was good, but it could change based on when we start the project. Mr. Holman stated changes could happen, but they should mean a significant additional cost. He further stated that the longer we delay our ability to sign our notice to proceed, the longer we run the risk of a contractor dropping out, but we can't sign a notice at this time because we just can't commit entirely like that right now. Council discussed the timeline and contract of the project, including what might happen if there are reasons to delay the project. Ms. Smith stated we did get CDOT approval for the project.

D) XPRESS BILL PAY

Mr. Waldes stated the Xpress Bill Pay program has not been working well for sales tax and water billing, and Finance is working with the company to improve the site. In the meantime, the Town has extended the deadline for payment of returns and will not charge the paper bill fee.

V) OTHER MATTERS

Mr. Holman stated the Town is going to start a Breckenridge recovery team this Friday, and we have identified community people who would be involved. He stated the first meeting will be on Friday and we are looking for feedback from the community. Ms. Gigliello asked about having a medical representative as part of this group, and Mr. Holman stated that isn't the role of this group, which is meant to focus on local business, restaurant and lodging plans.

Ms. Gigliello asked about an update from FIRC about the timeline for the grants. Mayor Mamula stated the process was slower than they thought, and staff will reach out and report back to Council with that information.

Mayor Mamula stated he would like to see more regular updates from Centura about cases with better metrics about who is hospitalized.

VI) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 6:50pm. Submitted by Helen Cospolich, CMC, Town Clerk.

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ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT



Memo

To: Town Council
From: Eli Johnston, Chief Building Official
Date: 4/22/2020
Subject: Sustainable Energy Code Adoption Second Reading

In 2019, Breckenridge adopted the Summit Community Climate Action Plan, a document that sets carbon reduction goals for our community. Two-thirds of Summit County’s emissions come from energy use in buildings – roughly one-third from residential buildings and one-third from commercial. In order to reach our goals of reducing emissions 50 percent by 2030 and 80 percent by 2050 in the Climate Action Plan, we must reduce building energy use.

One of the emissions-reduction strategies identified in the Climate Action Plan is adopting a Sustainable Building Code. This Sustainable Building Code would require energy savings in new construction above what can be achieved through the 2018 International Energy Conservation Code (IECC), which was recently adopted by the Town.

Through a year-long process that included Breckenridge, Summit County, Dillon, Silverthorne, High Country Conservation Center, local builders, architects, and energy consultants, our group determined that an acceptable Sustainable Building Code should utilize a nationally recognized program. The recommendations below meet those goals while achieving 10 percent energy savings in both residential and commercial new construction (compared to the 2018 IECC).

On February 25th 2020, the Breckenridge Building Department received a letter from the Summit County Builders Association regarding the adoption of the proposed energy codes. Their concerns were additional costs, the requirement for exterior insulation and the availability of HERS raters that will be needed to perform energy calculations. Staff met with Council at the February 25th first reading session to discuss the code changes. There was significant public comment at this meeting.

Staff has looked into the Builders’ concerns and has provided the following responses:

- The Summit County Builders Association and High Country Conservation had a meeting on March 4th to look at the modeling that was performed and discussed the addition cost differences. As a group they came up with a cost increase of one to two percent increase for the proposed Zero Energy Ready Homes (ZERH) program. I have included these cost estimates.
- In response to the required use of exterior insulation, commercial projects have been using exterior insulation on buildings throughout Breckenridge for years with no major failures. Additionally, the ZERH program does not require the use of exterior insulation. It is an option that can be used in the modeling software.
- The Breckenridge Building Department will continue to work with the building community regarding the availability of certified HERS raters. Currently there is one certified HERS rater in Frisco with several more undergoing certification in Eagle County. There are also

several raters that are in the Front Range area that could be used until more local companies were available. We will closely monitor this situation and will be communicating with contractors to make sure that there are HERS raters available within response a reasonable timeframe.

- I have personally discussed the issues raised by the Builders with Blake Nudell, president of the Builders Association. Although it is unlikely the Builders will unanimously support the proposal, staff is confident that the revisions will not represent a significant cost increase to builders. Both the Summit County Board of Commissioners and the Frisco Town Council have adopted the Sustainable Energy Code in the last month.

The Breckenridge Building Division along with the Summit Sustainable Building Code committee will also continue working with the building community after code adoption, to help educate and train local builders and designers on the new code requirements and compliance pathways. The committee will be offering a series of educational trainings from April – June 2020, prior to the proposed July 1, 2020 SSBC effective date. These trainings are being coordinated with support from the Colorado Energy Office and their code consultant, NORESO. Additional trainings can also be scheduled as needed to address common questions that may arise throughout the proposed 6-month grace period / testing period for residential code compliance (from July 1, 2020 – January 1, 2021). In addition to live trainings, the Department of Energy's website provides instant access to expert information on hundreds of high-efficiency construction topics.

Attached is the draft ordinance adopting the updated Codes. There are no substantive changes from the first reading. Staff will be available at the meeting to answer any questions from Council.

Efficiency Improvements for Different Code Pathways (Compared to Baseline)

		2018 IECC Prescriptive <i>Baseline</i>	2018 IECC Performance	ZERH
Small 2,570 ft ²	HERS*	60	57	51
	Efficiency Increase	--	3%	9%
	Construction Cost Increase	--	-0.6%	1%
Medium 4,517 ft ²	HERS*	64	59	52
	Efficiency Increase	--	5%	12%
	Construction Cost Increase	--	-0.6%	1%
Large 8,041 ft ²	HERS*	68	60	42
	Efficiency Increase	--	8%	26%
	Construction Cost Increase	--	-0.6%	2%

* Note that each point on the HERS scale represents a 1% increase or decrease in energy efficiency. The higher the score, the less efficient a home is. A HERS score of 0 is a net-zero energy building.

Updated 3/4/2020

2018 IECC Pathways vs ZERH Program // SMALL CUSTOM HOME

3 Bedroom Single Family - slab on grade

Square Footage 2570

	2018 IECC Prescriptive (Baseline)	2018 IECC Performance	ZERH Performance (2 options)	
Total Energy Package Costs ¹	\$ 80,312	\$ 75,263	\$ 79,158	\$ 83,742
Construction Cost / Square Foot Increase ²	\$ -	\$ (1.96)	\$ (0.45)	\$ 1.33
HERS Score	60	57	51	51
Annual Energy Savings ³	\$ 1,665	\$ 76	\$ 274	\$ 293
Key Specs⁴				
Windows	.30/any	.32/.28	.30/.36	.30/.36
Walls	R-20 + R-5	R-23	R-23	R-23 + R-5
Ceiling	R-49	R-60 Attic + R-49 Vault	R-60	R-60
Rim Joist	R-21	R-23	R-23	R-23
Floors	R-38	R-50	R-50	R-50
Slab	R-5	R-10	R-13	R-13
Slab Edge	R-15	R-10	R-15	R-15
ACH50	3	2	2	2
HVAC AFUE	95%	95%	95%	95%
Water Heater	0.67	0.76	0.76	0.76
Ventilation	ENERGY STAR exhaust fan	ENERGY STAR exhaust fan	ENERGY STAR exhaust fan	ENERGY STAR bath fan
Appliances	-	ENERGY STAR	ENERGY STAR	ENERGY STAR
Lighting	90% LED	100% LED	100% LED	100% LED

¹ Energy package costs include: windows, insulation, air sealing, mechanical equipment, ventilation, appliances, and lighting.

² Assuming a total build cost of \$350/SF, adding \$1.50 per SF to achieve ZERH standard increases total build cost by less than 1%.

³ 2018 IECC Prescriptive column represents baseline annual energy use. Subsequent columns highlight energy cost savings from alternative code pathways.

⁴ Items are bolded when they differ from the column/code to the immediate left.

Updated 3/4/2020

2018 IECC Pathways vs ZERH Program // MEDIUM CUSTOM HOME

4 Bedroom

Square Footage 4,517

	2018 IECC Prescriptive Baseline	2018 IECC Performance	ZERH Performance (2 options)	
Total Energy Package Costs ¹	\$ 159,840	\$ 151,880	\$ 173,015	\$ 169,680
Construction Cost / Square Foot Increase ²	\$ -	\$ (1.76)	\$ 2.92	\$ 2.18
HERS Score	64	59	52	52
Annual Energy Savings ³	\$ 2,584	\$ 129	268	\$ 268
Key Specs⁴				
Windows	.30/.25	.32/.30	.30/.30	.30/.25
Walls	R-20 + R-5	R-23	R-20 + R-5	R-23
Ceiling	R-49	R-60	R-49	R-60
Rim Joist	R-21	R-23	R-23	R-23
Floors	R-38	R-50	R-50	R-50
Slab	R-5	R-10	R-10	R-10
Slab Edge	R-15	R-5	R-15	R-15
Foundation	R-10 + R-13	R-10 + R-15	R-10 + R-15	R-10 + R-15
ACH50	3	3	1.7	1.7
HVAC AFUE	95%	95%	95%	95%
Water Heater	0.67	0.76	0.76	0.76
Ventilation	ENERGY STAR exhaust fan	ENERGY STAR exhaust fan	HRV	HRV
Appliances	-	ENERGY STAR	ENERGY STAR	ENERGY STAR
Lighting	90% LED	100% LED	100% LED	100% LED

¹ Energy package costs include: windows, insulation, air sealing, mechanical equipment, ventilation, appliances, and lighting.

² Assuming a total build cost of \$350/SF, adding roughly \$3 per SF to achieve ZERH standard increases total build cost by less than 1%.

³ 2018 IECC Prescriptive column represents baseline annual energy use. Subsequent columns highlight energy cost savings from alternative code pathways.

⁴ Items are bolded when they differ from the column/code to the immediate left.

Updated 3/4/2020

2018 IECC Pathways vs ZERH Program // LARGE CUSTOM HOME

6 Bedroom

Square Footage 8,041

	2018 IECC Prescriptive Baseline	2018 IECC Performance	ZERH Performance (2 options)	
			*Includes 5 kW solar PV to achieve target HERS score	
Total Energy Package Costs ¹	\$ 280,742	\$ 264,850	\$ 327,292	\$ 331,740
Construction Cost / Square Foot Increase ²	\$ -	\$ (1.98)	\$ 5.79	\$ 6.34
HERS Score	68	60	42	42
Annual Energy Savings ³	\$ 4,327	\$ 383	\$ 2,011	\$ 2,011
Key Specs⁴				
Windows	.30/.25	.32/.30	.30/.30	.30/.30
Walls	R-20 + R-5	R-23	R-20 + R-5	R-35
Ceiling	R-49	R-60	R-60	R-60
Rim Joist	R-21	R-23	R-21	R-35
Floors	R-38	R-50	R-50	R-50
Slab	R-5	R-10	R-13	R-13
Slab Edge	R-15	R-5	R-15	R-13
Foundation	R-10 + R-13	R-10 + R-15	R-10 + R-15	R-10 + R-15
ACH50	3	2	1.5	1.5
HVAC AFUE	95%	95%	95%	95%
Water Heater	0.67	0.76	0.76	0.76
Ventilation	ENERGY STAR exhaust fan	ENERGY STAR exhaust fan	HRV	HRV
Appliances	-	ENERGY STAR	ENERGY STAR	ENERGY STAR
Lighting	90% LED	100% LED	100% LED	100% LED
Renewable Energy	-	-	5 kW solar array	5 kW solar array

¹ Energy package costs include: windows, insulation, air sealing, mechanical equipment, ventilation, appliances, and lighting.

² Assuming a total build cost of \$350/SF, adding roughly \$6.50 per SF to achieve ZERH standard increases total build cost by 2%.

³ 2018 IECC Prescriptive column represents baseline annual energy use. Subsequent columns highlight energy cost savings from alternative code pathways.

⁴ Items are bolded when they differ from the column/code to the immediate left.

Updated 3/4/2020

1 **FOR WORKSESSION/SECOND READING – APRIL 25**

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 7

7
8 Series 2020

9
10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE
11 TOWN CODE BY AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2018
12 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018
13 EDITION

14
15 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
16 COLORADO:

17
18 Section 1. Amend Section 8-1-5 of the Breckenridge Town Code, concerning the
19 amendments to the International Residential Code, by adding the following provisions after item
20 number 42, and renumbering all following subsections of Section 8-1-5:

21
22 43. Section N1101.4 Above code programs is amended by adding a new subsection
23 N1101.4.1 Summit Sustainable Building Code to read as follows:

24
25 N1101.4 Summit Sustainable Building Code (SSBC). All new structures defined as
26 a residential building under Section N1101.6 of this chapter shall be designed and comply
27 with the Department of Energy’s Zero Energy Ready Home National Program.

28
29 Exception: All new residential structures defined per section N1101.4.1 shall register
30 and submit to be reviewed and inspected through the Department of Energy’s Zero
31 Energy Ready Home National Program as a training exercise per the Town of
32 Breckenridge Building Department. The training exercise program will be effective July
33 1, 2020 through December 31, 2020. Full compliance with the Department of
34 Energy’s Zero Energy Ready Home National Program shall be effective January 1,
35 2021.

36
37 44. Table N1102.1.2 (IECC R402.1.2) Insulation and Fenestration Requirements by
38 Component is amended by adding footnotes j and k to read as follows:

39
40 Footnote j. **For alterations, additions, and remodels of 1,500 square feet or less in**
41 **size**, R23 blown in bibs are permitted to be installed in walls in lieu of the R20+5 for
42 additions and remodels. If utilizing R23 blown in bibs, the roof/ceiling insulation
43 reductions detailed in N1102.2.1 and N1102.2.2.2 are not allowed.
44

1 Footnote k. A fenestration U-Factor of 0.32 is permitted for window replacements for
2 Climate Zones 7 and 8.

- 3
4 45. Section N1104 Electrical Power and Lighting Systems is amended by adding subsection
5 N1104.2, Electric Vehicle (EV) charging for new construction to read as follows:

6
7 N1104.2 Electric Vehicle (EV) charging for new construction. New construction shall
8 facilitate future installation and use of Electric Vehicle Supply Equipment (EVSE)
9 in accordance with the National Electrical Code (NFPA 70).

10
11 N1104.2.1 One and two family dwellings and townhouses. For each dwelling unit,
12 at least one EV Ready Space shall be provided. The branch circuit or raceway shall be
13 identified as “EV Ready” in the service panel or subpanel directory and the termination
14 shall be marked as “EV Ready”. The rough and final inspection shall include a blanked
15 electrical box and a raceway terminating in the electrical panel.

- 16
17 46. Section N1107.1 (R501.1) Scope is amended by adding subsection N1107.1.1,
18 Additions and alterations to read as follows:

19
20 N1107.1.1 (R501.1.2) Additions and alterations. Additions and interior alterations to
21 an existing building where the total valuation is \$50,000 or greater, an energy audit shall
22 be provided for the existing structure prior to permit issuance. The energy audit
23 recommendations and/or conclusions shall not affect the scope of the work submitted for
24 the permit.

25
26 Exceptions: Re-roofs, exterior siding repair or replacement, and deck additions, repairs,
27 or alterations shall not require an energy audit to be conducted.

28
29 Section 2. Amend Section 8-1-9 of the Breckenridge Town Code, concerning
30 amendments to the International Energy Conservation Code, by adding the following new
31 provisions:

- 32
33 2. Section C101 Scope and General Requirements is amended by adding a new section
34 C101.6 Summit Sustainable Building Code (SSBC).

35
36 C101.6 Summit Sustainable Building Code. (SSBC) In addition to the requirements of
37 Section C101.5, new buildings shall comply with the Summit Sustainable Building Code,
38 in accordance with Sections C101.6.1 and C101.6.2.

39
40 C101.6.1 Residential SSBC. All new residential structures in groups R-2, R-3, and R-4
41 occupancies above 3 stories but not more than 5 stories shall be in compliance with the
42 Department of Energy’s Zero Energy Ready Home National Program.

43
44 Exception: All new residential structures defined per section C101.6.1 shall register and
45 submit to be reviewed and inspected through the Department of Energy’s Zero Energy
46 Ready Home National Program as a training exercise per the Town of Breckenridge

1 Building Department. The training program will be effective July 1, 2020 through
2 December 31, 2020. Full compliance with the Department of Energy's Zero Energy
3 Ready Home National Program shall be effective January 1, 2021.
4

5 C101.6.2 Commercial SSBC. All new structures defined as a Commercial Building in
6 Chapter 2 except structures defined under C101.6.1 of this code shall comply with
7 amended Sections C401.2, C404.11, and C405.10.
8

- 9 3. Section 202 Definitions is amended by adding the following definitions within the
10 alphabetical order of the existing definitions:
11

12 Electric Vehicle (EV). A vehicle registered for on-road use, primarily powered by an
13 electric motor that draws current from a rechargeable storage source that is charged by
14 being plugged into an electrical current source.
15

16 Electric Vehicle Supply Equipment (EVSE). The electrical conductors and associated
17 equipment external to the electric vehicle that provide a connection between the premises
18 wiring and the electric vehicle to provide electric vehicle charging.
19

20 Electric Vehicle Supply Equipment (EVSE) Installed Space. A parking space with
21 electric vehicle supply equipment capable of supplying a 40-ampere dedicated branch
22 circuit rated at 208/240 volt from a building panel board.
23

24 EV Capable Space. A designated parking space which is provided with a listed raceway
25 capable of accommodating a 40-ampere minimum 208/240 volt dedicated branch circuit
26 for each future EV Ready or EVSE Installed parking space. Raceways shall not be less
27 than trade size 1 (nominal 1-inch inside diameter). Raceways shall originate at the main
28 service or subpanel and shall terminate into a listed cabinet, box, or, enclosure in close
29 proximity to the proposed location of the EV Capable parking spaces. Raceways are
30 required to be continuous at enclosed, inaccessible or concealed areas and spaces. The
31 service panel and/or subpanel shall provide capacity to install a 40-ampere minimum
32 208/240 volt dedicated branch circuit and space(s) reserved to permit installation of a
33 branch circuit overprotection device.
34

35 EV Ready Space. A designated parking space which is provided with minimum one 40-
36 ampere minimum 208/240 volt dedicated branch circuit for EVSE servicing electric
37 vehicles. The circuit shall terminate in a suitable termination point such as a receptacle,
38 junction box, or an EVSE, and be located in close proximity to the proposed location of
39 the EV Ready parking spaces.
40

- 41 4. Section C401.2 Application is amended to read as follows:
42

43 C401.2 Application. Commercial buildings shall comply with one of the following:
44

- 45 1. The requirements of ANSI/ASHRAE/IESNA 90.1. The building's annual
energy cost shall achieve savings of 25 percent or greater than the baseline

1 building energy model developed using ASHRAE 90.1 Energy Cost Budget
2 protocol.

3
4 2. The requirements of Sections C402 through C405 and C408. In addition,
5 commercial buildings shall comply with amended Section C406 and tenant spaces
6 shall comply with Section C406.1.1.

7
8 3. The requirements of Sections C402.5, C403.2, C403.3 through C403.3.2,
9 C403.4 through C403.4.2.3, C403.10.1 through C403.10.3, C403.11, C403.12,
10 C404, C405, C407, and C408. The building energy cost shall be equal to or less
11 than 75 percent of the standard reference design building.

12
13 5. Section C404 Service Water Heating is amended by adding a new Section 404.11
14 Building Water Use Reduction.

15
16 C404.11 Building Water Use Reduction. All commercial buildings shall comply with
17 the requirements as set forth in Section C404.11 and as shown in Table C404.11.1.

18
19 Exception: All structures complying with the Department of Energy's Zero Energy
20 Ready Home National Program do not have to comply with Section C404.11.

21
22 TABLE C404.11.1
23 PLUMBING FIXTURES AND FITTINGS REQUIREMENTS

PLUMBING FIXTURE	MAXIMUM
Water Closets (toilets) – flushometer single-flush valve type	Single-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) – flushometer dual-flush valve type	Full-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) – single-flush tank-type	Single-flush volume of 1.28 gal (4.8 L)
Water Closets (toilets) – dual-flush tank-type	Full-flush volume of 1.28 gal (4.8 L)
Urinals	Flush volume 0.5 gal (1.9 L)
Public lavatory faucets	Flow rate – 0.5 gpm (1.9 L/min)
Public metering self-closing faucet	0.25 gal(1.0 L) per metering cycle
Residential bathroom lavatory sink faucets	Flow rate – 1.5 gpm (5.7 L/min)
Residential kitchen faucets	Flow rate – 1.8 gpm (6.8 L/min) ^a
Residential showerheads	Flow rate – 2.0 gpm (7.6 L/min)
Residential shower compartment (stall) in dwelling units and guest rooms	Flow rate from all shower outlets total of 2.0 gpm (7.6 L/min) ^{211 elk}

24 a. With provision for a temporary override to 2.2 gpm (8.3 L/min) as specified in Section 404.11.1(g)

25
26 C404.11.1 Plumbing Fixtures and Fittings. Plumbing fixtures (water closets and urinals)
27 and fittings (faucets and showerheads) shall comply with the following requirements as
28 shown in Table C404.11.1.

29
30 A. Water Closets (toilets) – flushometer valve type. For single-flush, maximum
31 flush volume shall be determined in accordance with ASME A112.19.2/CSA

1 B45.1 and shall not exceed 1.28 gal (4.8 L) per flush. For dual-flush, the full
2 flush volume shall not exceed 1.28 gal (4.8L) per flush. Dual –flush fixtures shall
3 also comply with the provisions of ASME A112.19.14.
4

5 B. Water Closets (toilets) – tank-type. Tank-type water closets shall be certified
6 to the performance criteria of the USEPA WaterSense Tank-Type High-
7 Efficiency Toilet Specification and shall have a maximum full-flush volume of
8 1.28 gal (4.8L) per flush. Dual-flush fixtures shall also comply with the
9 provisions of ASME A112.19.14.
10

11 C. Urinals. Maximum flush volume, when determined in accordance with
12 ASME A112.19.2/CBA B45.1, shall not exceed 0.5 gal (1.9L) per flush. Flushing
13 urinals shall comply with the performance criteria of the USEPA WaterSense
14 Specification for Flushing Urinals. Non-water urinals shall comply with ASME
15 A112.19.19 (vitreous china) or IAPMO Z124.9 (plastic) as appropriate.
16

17 D. Public Lavatory Faucets. Maximum flow rate shall not exceed 0.5 gpm
18 (1.9L/min) when tested in accordance with ASME A112.18.1/CSA B 125.1.
19

20 E. Public Metering Self-Closing Faucet. Maximum water use shall not exceed
21 0.25 gal (1.0 L) per metering cycle when tested in accordance with ASME
22 A112.18.1/CSA B125.1.
23

24 F. Residential Bathroom Lavatory Sink Faucets. Maximum flow rate shall not
25 exceed 1.5 gpm (5.7 L) when tested in accordance with ASME A112.18.1/CSA
26 B125.1. Residential WaterSense High-Efficiency Lavatory Faucet Specifications.
27

28 G. Residential Kitchen Faucets. Maximum flow rate shall not exceed 1.8 gpm
29 (6.8 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1.
30 Kitchen faucets shall be permitted to temporarily increase the flow greater than
31 1.8 gpm (6.8 L/min) but shall not exceed 2.2 gpm (8.3 L/min) and must
32 automatically revert to the established maximum flow rate of 1.8 gpm (6.8 L/min)
33 upon physical release of the activation mechanism or closure of the faucet valve.
34

35 H. Residential Showerheads. Maximum flow rate shall not exceed 2.0 gpm (7.6
36 L/min) when tested in accordance with ASME A112.18.1/CSA B125.1.
37 Residential showerheads shall comply with the performance requirements of the
38 USEPA WaterSense Specifications for Showerheads.
39

40 I. Residential Shower Compartment (stall) in Dwelling Units and Guest Rooms.
41 The allowable flow rate from all shower outlets (including rain systems,
42 waterfalls, body sprays, and jets) that can operate simultaneously shall be limited
43 to a total of 2.0 gpm (7.6 L/min).
44

1 Exception: Where the area of a shower compartment exceeds 2600 inch² (1.7 m²),
2 an additional flow of 2.0 gpm (7.6 L/min) shall be permitted for each multiple of
3 2600 inch² (1.7 m²) of floor area or fraction thereof.
4

5 J. Water Bottle Filling Stations. Water bottle filling stations shall be an integral
6 part of, or shall be installed adjacent to, not less than 50% of all drinking
7 fountains installed indoors on the premises.
8

9 C404.11.2 Appliances. Commercial appliances shall comply with the following
10 requirements:
11

12 A. Clothes Washers and Dishwashers installed within dwelling units shall
13 comply with the ENERGY STAR program requirements for Clothes Washers and
14 ENERGY STAR Program requirements for Dishwashers. Maximum water use
15 shall be as follows:
16

- 17 1. Clothes Washers – Maximum water factor (WF) of 5.4 gal/ft³ of drum
18 capacity (0.7 L/L of drum capacity)
19
- 20 2. Dishwashers – Standard size dishwashers shall have a maximum WF
21 3.8 gal/full operating cycle (14.3 L/full operating cycle). Compact sizes
22 shall have a maximum WF of 3.5 gal/full operating cycle (13.2 L/full
23 operating cycle). Standard and compact size shall be defined by
24 ENERGY STAR criteria.
25

26 B. Clothes washers installed in publicly accessible spaces (multifamily and
27 hotel common areas), and coin/card operated clothes washers of any size
28 used in laundromats, shall have a maximum WF of 4.0 gal/ft³ of drum
29 capacity during normal cycle (.053 L/L of drum capacity during normal
30 cycle).
31

32 C. Commercial dishwashers in commercial food service facilities shall meet all
33 ENERGY STAR requirements as listed in the ENERGY STAR Program
34 requirements for Commercial Dishwashers, Version 2.0.
35

36 C404.11.3 Commercial Food Service Operations. Commercial food service operations
37 (restaurants, cafeterias, food preparation kitchens, caterers, etc.) shall comply with the
38 following requirements:
39

- 40 A. Shall use high-efficiency pre rinse spray valves (I.e. valves that function at 1.3
41 gpm (4.9 L/min) or less and comply with a 26 second performance requirement
42 when tested in accordance with ASTM F2324.
43
- 44 B. Shall use dishwashers that comply with the requirements of the ENERGY
45 STAR Program for Commercial Dishwashers.
46

1 C. Shall use boiler-less/connectionless food steamers that consume no more than
2 2.0 gal/h (7.5 L/h) in the full operational mode.

3
4 D. Shall use combination ovens that consume not more than 10 gal/h (38 L/h) in
5 full operational mode.

6
7 E. Shall use air-cooled ice machines that comply with the requirements of the
8 ENERGY STAR Program for Commercial Ice Machines.

9
10 F. Shall be equipped with hands-free faucet controllers (foot controllers, sensor
11 activated, or other) for all faucet fittings within the food preparation area of the
12 kitchen and the dish room, including pot sinks and washing sinks.

13
14 C404.11.4 Medical and Laboratory Facilities. Medical and laboratory facilities,
15 including clinics, hospitals, medical centers, physician and dental offices, and medical
16 and nonmedical laboratories of all types shall comply with the following:

17
18 A. Use only water-efficient steam sterilizers equipped with:

19 1. Water-tempering devices that allow water to flow only when the
20 discharge of condensate or hot water from the sterilizer exceeds 140°F
21 (60°C).

22 2. Mechanical vacuum equipment in place of venture-type vacuum
23 systems for vacuum sterilizers.

24
25 B. Use film processor water-recycling units where large-frame X-ray films of
26 more than 6 inches (150 mm) in either length or width are processed.

27
28 Exception: Small dental X-ray equipment is exempt from this requirement.

29
30 C. Use digital imaging and radiography systems where the digital networks are
31 installed.

32
33 D. Use a dry-hood scrubber system or, if the applicant determines that a wet-
34 hood scrubber is required, the scrubber shall be equipped with a water
35 recirculation system. For perchlorate hoods and other applications where a hood
36 wash-down system is required, the hood shall be equipped with self-closing
37 valves on those wash down systems.

38
39 E. Use only dry vacuum pumps unless fire and safety codes (International Fire
40 Code) for explosive, corrosive, or oxidative gases require a liquid ring pump.

41
42 F. Use only efficient water treatment systems that comply with the following
43 criteria:

44 1. For all filtration processes, pressure gauges shall determine and display
45 when to backwash or change cartridges.

2. For all ion exchange and softening processes, recharge cycles shall be set by volume of water treated or based on conductivity or hardness.
3. For reverse osmosis and nanofiltration equipment with a capacity greater than 27 gal/h (100 L/h), reject water shall not exceed 60% of the feed water and shall be used as scrubber feed water or for the other beneficial uses on the project site.
4. Simple distillation is not an acceptable means of water purification.

G. With regard to food service operations within medical facilities, comply with Section 404.11.3.

6. Section C405 Electrical Power and Lighting Systems is amended by adding a Section C405.10 EV Charging for New Construction to read as follows:

C405.10 Electric Vehicle (EV) Charging for New Construction. The building shall be provided with electric vehicle (EV) charging in accordance with this section and the National Electrical Code (NFPA 70). When parking spaces are added or modified without an increase in building size, only the new parking spaces are subject to this requirement.

C405.10.1 Group A, B, E, I, M, R, and S-2 Occupancies. Group A, B, E, I, M, R occupancies with 3 or more dwelling units and/or sleeping units, and open or enclosed parking garages under S-2 occupancy shall be provided with electric vehicle charging in accordance with Table C405.10.1. Calculations for the number of spaces shall be rounded up to the nearest whole number. All EVSE Installed and EV Capable Spaces are to be included in the calculation for the minimum number of vehicle spaces as required by the International Building Code.

TABLE C405.10.1
EV Installed and EV Capable Space Requirements

Total Number of Parking Spaces	Minimum Number of EVSE Installed Spaces	Minimum Number of EV Capable Spaces
1-10	1	-
11-15	2	3
16-19	2	4
20-25	2	5
26+	2	20% of total parking spaces

C405.10.2 Identification. Construction documents shall designate all electric vehicle capable and electric vehicle supply equipment installed spaces and indicate the locations of conduit and termination points serving them. The circuit breakers or circuit breaker spaces reserved for the electric vehicle capable spaces and electric vehicle supply equipment installed spaces shall be clearly identified in the panel board.

1 C405.10.3 Accessible Parking. Where new EVSE Installed Spaces and/or new EV
2 Capable Spaces and new accessible parking are both provided, parking facilities shall be
3 designed so that at least one accessible parking space shall be EV Capable or EVSE
4 Installed.
5

6 7. Section C406.1 Requirements is amended to read as follows:
7

8 C406.1 Requirements. Buildings shall comply with the following:
9

- 10 1. On-site supply of renewable energy in accordance with Section C406.5.
- 11
- 12 2. Provisions of a dedicated outdoor air system for certain HVAC equipment
13 in accordance with Section C406.6.
- 14
- 15 3. One additional package selected from the following:
16
- 17 A. More efficient HVAC performance in accordance with Section C406.2.
- 18 B. Reduced lighting power in accordance with Section C406.3.
- 19 C. Enhanced lighting controls in accordance with Section C406.4.
- 20 D. High-efficiency service water heating in accordance with Section C406.7.
- 21 E. Enhanced envelop performance in accordance with Section C406.8.
- 22 F. Reduced air infiltration in accordance with Section C406.9.
- 23

24 Exception: If the total on-site renewable energy installed per Section C406.5 is at
25 least 10 percent of the energy used within the building for mechanical and service
26 water heating equipment and lighting regulated in Chapter 4, then buildings shall
27 not be required to comply with provisions 2 and 3 of Section C406.1.
28

29 8. Section C406.5 On-site renewable energy is amended to read as follows:
30

31 C406.5 On-site renewable energy. The total minimum ratings of on-site
32 renewable energy systems shall not be less than 3 percent of the energy used
33 within the building for building mechanical and service water heating equipment
34 and lighting regulated in Chapter 4.
35

36 9. Section C406.6 Dedicated outdoor air system is amended by adding Section
37 C406.6.1.
38

39 C406.6.1 Energy Recovery System. Where the supply of air flow rate of a fan system
40 exceeds 30 cfm of outside air, the system shall include an energy recovery system. The
41 energy recovery system shall be configured to provide a change in the enthalpy of the
42 outdoor air supply of not less than 50 percent of the difference between the outdoor air
43 and return air enthalpies, at design conditions. Where an air economizer is required, the
44 energy recovery system shall include a bypass or controls that permit operation of the
45 economizer as required by Section C403.5.
46

1 10. Section R101.1 Title is amended by adding the name “Town of Breckenridge”.

2
3 11. Section R101.5 Compliance is amended by adding a new Section R101.5.2
4 Sustainable Building Code to read as follows:

5
6 R101.5.2 Sustainable Building Code. All new structures defined as Residential
7 Buildings under Chapter 2 of this code shall be designed and comply with the
8 Department of Energy’s Zero Ready Home National Program.

9
10 Exception: All new residential structures defined per Section R101.5.2 shall register and
11 submit to be reviewed and inspected through the Department of Energy’s Zero Energy
12 Ready Home National Program as a training exercise per the Town of Breckenridge
13 Building Department. The training program will be effective July 1st, 2020 through
14 December 31st, 2020. Full compliance with the Department of Energy’s Zero Energy
15 Ready Home National Program shall be effective January 1st, 2021.

16
17 12. Section R202 Definitions is amended by adding the following definitions within the
18 alphabetical order of the existing definitions:

19
20 Electric Vehicle (EV). A vehicle registered for on-road use, primarily powered by an
21 electric motor that draws current from a rechargeable storage source that is charged by
22 being plugged into an electrical current source.

23
24 Electric Vehicle Supply Equipment (EVSE). The electrical conductors and associated
25 equipment external to the electric vehicle that provide a connection between the premises
26 wiring and the electric vehicle to provide electric vehicle charging.

27
28 Electric Vehicle Supply Equipment (EVSE) Installed Space. A parking space with
29 electric vehicle supply equipment capable of supplying a 40-ampere dedicated branch
30 circuit rated at 208/240 volt from a building panel board.

31
32 EV Capable Space. A designated parking space which is provided with a listed raceway
33 capable of accommodating a 40-ampere minimum 208/240 volt dedicated branch circuit
34 for each future EV Ready or EVSE Installed parking space. Raceways shall not be less
35 than trade size 1 (nominal 1-inch inside diameter). Raceways shall originate at the main
36 service or subpanel and shall terminate into a listed cabinet, box, or, enclosure in close
37 proximity to the proposed location of the EV Capable parking spaces. Raceways are
38 required to be continuous at enclosed, inaccessible or concealed areas and spaces. The
39 service panel and/or subpanel shall provide capacity to install a 40-ampere minimum
40 208/240 volt dedicated branch circuit and space(s) reserved to permit installation of a
41 branch circuit overprotection device.

42
43 EV Ready Space. A designated parking space which is provided with minimum one 40-
44 ampere minimum 208/240 volt dedicated branch circuit for EVSE servicing electric
45 vehicles. The circuit shall terminate in a suitable termination point such as a receptacle,

1 junction box, or an EVSE, and be located in close proximity to the proposed location of
2 the EV Ready parking spaces.

3
4 13. Table R402.1.2 Insulation and Fenestration Requirements by Component is
5 amended by adding footnotes j and k to read as follows:
6

7 Footnote j. **For alterations, additions, and remodels of 1,500 square feet or**
8 **less in size,** R23 blown in bibs are permitted to be installed in walls in lieu of the
9 R20+5 for additions and remodels. If utilizing the R23 bibs, the roof/ceiling
10 insulation reductions detailed in R402.2.1 and R402.2.2 are not allowed.
11

12 Footnote k. A fenestration U-Factor of 0.32 is permitted for window replacements
13 for Climate Zone 7 and 8.
14

15 14. Section R404 Electrical Power and Lighting Systems is amended by adding a new
16 Section R404.2, Electric vehicle (EV) charging for new construction to read as follow:
17

18 R404.2 Electric vehicle (EV) charging for new construction. New construction shall
19 facilitate future installation and use of Electric Vehicle Supply Equipment (EVSE) in
20 accordance with the National Electrical Code (NFPA 70).
21

22 R404.2.1 One and two family dwellings and townhouses. For each dwelling unit, at
23 least one EV Ready Space shall be provided. The branch circuit shall be identified as
24 “EV Ready” in the service panel or subpanel directory and the termination shall be
25 marked as “EV Ready”.
26

27 Exceptions: 1. EV Ready Spaces are not required where no parking spaces are
28 provided.
29 2. This section does not apply to parking spaces used exclusively
30 for delivery vehicle purposes.
31

32 R402.2 Multifamily dwellings (3 or more units). EVSE Installed and EV Capable
33 Spaces shall be provided in accordance with Table R404.2.2. Where the calculation of
34 percent served results in a fractional parking space, it shall be rounded up to the next
35 whole number. The service panel or subpanel circuit directory shall identify the space
36 reserved to support EV charging, as “EVSE Installed” or “EV Capable”.
37

38 TABLE R404.2.2
39 EV Ready Space and EV Capable Space Requirements

Total Number of Parking Spaces	Minimum Number of EV Ready Spaces	Minimum Number of EV Capable Spaces
1-10	1	-
11-15	1	3
16-19	2	4
20-25	2	5
26+	2	20% of total parking spaces

1
2 R404.2.3 Identification. Construction documents shall designate all electric vehicle
3 capable spaces, electric vehicle ready spaces, and electric vehicle supply equipment
4 installed spaces and indicate the locations of conduit and termination points serving them.
5 The circuit breakers or circuit breaker spaces reserved for the electric vehicle capable
6 spaces, electric vehicle ready spaces, and electric vehicle supply equipment installed
7 spaces shall be clearly identified in the panel board. The conduit for the electric vehicle
8 capable spaces shall be clearly identified at both the panel board and the termination
9 point at the parking space.

10
11 R404.2.4 Accessible Parking. Where new EVSE Installed Spaces and/or new EV
12 Ready Spaces and new accessible parking are both provided, parking facilities shall be
13 designed so that at least one accessible parking space shall be EV Ready or EVSE
14 Installed.

15
16 15. R501.1 Scope is amended by adding Section R501.1.2, Additions and alterations.

17
18 R501.1.2 Additions and alterations. Additions and interior alterations to an existing
19 building where the total valuation is \$50,000 or greater, an energy audit shall be provided
20 for the existing structure prior to permit issuance. The energy audit recommendations
21 and/or conclusions shall not affect the scope of work submitted for the permit.

22
23 Exceptions: Re-roofs, exterior siding repair or replacement, and deck additions, repairs,
24 or alterations shall not require an energy audit to be conducted.

25
26 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
27 various secondary codes adopted by reference therein, shall continue in full force and effect.

28
29 Section 4. The Town Council finds, determines, and declares that this ordinance is
30 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
31 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
32 thereof.

33
34 Section 5. The Town Council finds, determines and declares that it has the power to
35 adopt this ordinance pursuant to: (i) Section 31-15-601, C.R.S.; (ii) Section 5.13 of the
36 Breckenridge Town Charter; and (iii) the powers granted to home rule municipalities by Article
37 XX of the Colorado Constitution.

38
39 Section 6. This ordinance shall be published as provided by Section 5.9 of the
40 Breckenridge Town Charter, and shall become effective July 1, 2020.

41
42 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
43 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
44 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
45 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
46 Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

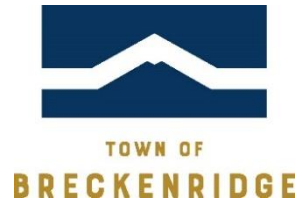


Memo

To: Town Council
From: Nichole Rex, Housing Planner II
Date: 4/22/2020 (for April 28th, 2020 meeting)
Subject: CONTINUANCE-AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE DEVELOPMENT CODE," BY AMENDING POLICY 24 (ABSOLUTE) AND POLICY 24 (RELATIVE) CONCERNING HOUSING

On March 10, 2020, the Town Council considered an Ordinance amending Policy 24 Social Community (regarding Housing). The Ordinance was scheduled for second reading/public hearing on March 28, 2020. During this meeting, the second reading was continued to the Town Council meeting on April 28, 2020. Unfortunately, due to the on-going COVID-19 issues, staff believes that it would be most prudent to continue this second reading to a future date.

Staff recommends that Council continue the second reading to the Town Council meeting on May 26, 2020.



Memo

To: Breckenridge Town Council Members
From: Town Attorney
Date: 4/22/2020
Subject: Council Bill No. 12 (Revised Accommodation Tax Ordinance)

The second reading of the ordinance amending the Town's Accommodation Tax Ordinance is scheduled for your meeting on April 28th. There are no changes proposed to ordinance from first reading.

You will recall that the purpose of this ordinance is to adopt the language of the Denver short-term rental ordinance that was upheld by the Colorado Supreme Court.

I will be happy to discuss this matter with you on Tuesday.

1 **FOR WORKSESSION/SECOND READING – APRIL 28**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 12

6
7 Series 2020

8
9 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE
10 TOWN CODE KNOWN AS THE “BRECKENRIDGE PUBLIC ACCOMMODATION TAX”
11 ORDINANCE

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

15
16 Section 1. The Town Council finds, determines, and declares as follows:

17 A. The Town of Breckenridge is a home rule municipal corporation organized existing
18 under Article XX of the Colorado Constitution.

19
20 B. The electors of the Town adopted the Breckenridge Town Charter on April 1, 1980.

21
22 C. Section 12.1 of the Breckenridge Town Charter provides that the Town Council of the
23 Town may, by ordinance, levy and collect excise taxes for municipal purposes.

24
25 D. The Town Council has heretofore enacted various municipal excise taxes, each of
26 which is currently codified in Title 3 of the Breckenridge Town Code.

27
28 E. In 1992 the electors of the state approved Article X, §20 of the Colorado Constitution,
29 commonly known as the “TABOR Amendment.”

30
31 F. The Town is a “district” as defined in TABOR.

32
33 G. Section 7(b) of TABOR establishes a formula for the calculation of a local district’s
34 (such as the Town’s) allowed annual fiscal year spending.

35
36 H. Section 7(d) of TABOR provides that local electors may approve a “voter-approved
37 revenue change” to the local district’s allowed annual fiscal year spending.

38
39 I. By Ordinance No. 28, Series 1995, the Town Council of the Town of Breckenridge
40 referred to the electors of the Town the following ballot question:

41
42 SHALL THE TOWN OF BRECKENRIDGE BE AUTHORIZED,
43 COMMENCING IN 1994 AND CONTINUING ANNUALLY THEREAFTER,
44 TO COLLECT AND RETAIN WHATEVER AMOUNTS ARE RAISED
45 ANNUALLY FROM ALL SOURCES, WITHOUT LIMITATION, AND THE

1 AUTHORITY TO EXPEND SUCH REVENUES FOR THE PURPOSES OF
2 PROVIDING FOR THE HEALTH, SAFETY AND WELFARE OF THE
3 PEOPLE OF THE TOWN OF BRECKENRIDGE, AS A VOTER-APPROVED
4 REVENUE CHANGE AND EXCEPTION TO THE LIMITS WHICH WOULD
5 OTHERWISE APPLY, PURSUANT TO ARTICLE X, SECTION 20 OF THE
6 COLORADO CONSTITUTION (ALSO KNOWN AS “TABOR” AND
7 ‘AMENDMENT ONE’); PROVIDED THAT NO TOWN TAX RATE OR MILL
8 LEVY SHALL BE INCREASED AND NO NEW TAX SHALL BE CREATED
9 WITHOUT FURTHER VOTER APPROVAL?
10

11 J. At a special municipal election held on November 7, 1995 the electors of the Town
12 approved the ballot question set forth in Section I, above.
13

14 K. In 2009 the Colorado Supreme Court issued its opinion in the case of Mesa County
15 Bd. of Comm’rs v State, 203 P.3d 519 (Colo. 2009). In its opinion the Supreme Court held that
16 when a municipality subject to TABOR has approved a broadly worded measure such as the
17 Town did in 1995, the municipality may thereafter amend its tax ordinance(s) without a new
18 election because, in the language of the Court’s opinion, “such a requirements would create
19 unnecessary redundancy.”
20

21 L. Pursuant to the Colorado Supreme Court’s holding in the case mentioned in Section K,
22 the adoption of this ordinance does not result in a “tax policy change” requiring approval of the
23 Town’s electors under TABOR.
24

25 M. The adoption of the ordinance does not create a new tax or tax rate.
26

27 Section 2. Chapter 4 of Title 3 of the Breckenridge Town Code is amended to read as
28 follows:

29 CHAPTER 4

30 BRECKENRIDGE PUBLIC ACCOMMODATION TAX

31 SECTION:

- 32
33
34
35 3-4-1: TITLE
36 3-4-2: LEGISLATIVE INTENT
37 3-4-3: DEFINITIONS
38 3-4-4: IMPOSITION OF TAX
39 3-4-5: EXEMPTIONS
40 3-4-6: COLLECTION OF TAX
41 3-4-7: VENDOR RESPONSIBLE FOR PAYMENT OF TAX
42 3-4-8: DUTY TO KEEP BOOKS AND RECORDS
43 3-4-9: CONSOLIDATION OF RETURNS
44 3-4-10: TRUST STATUS OF TAX IN POSSESSION OF VENDOR
45 3-4-11: COLLECTION AND REFUND OF DISPUTED TAX
46 3-4-12: REFUND PROCEDURE

- 1 3-4-13: EXAMINATION OF RETURNS; REFUNDS; CREDITS; AND
- 2 DEFICIENCIES
- 3 3-4-14: INTEREST ON LATE PAYMENTS; PENALTY
- 4 3-4-15: PENALTIES FOR DEFICIENCY CAUSED BY FRAUD
- 5 3-4-16: INVESTIGATION OF VENDOR’S BOOKS
- 6 3-4-17: AUDIT; ESTIMATED OF TAXES; PENALTY; INTEREST;
- 7 NOTICE; ASSESSMENT
- 8 3-4-18: REVIEW BY FINANCE DIRECTOR
- 9 3-4-19: REVIEW OF FINANCE DIRECTOR’S FINAL ORDER OR
- 10 DECISION
- 11 3-4-20: TAX LIEN
- 12 3-4-21: SALE UPON DISTRAINT
- 13 3-4-22: RELEASE OF LIEN
- 14 3-4-23: MANAGER MAY WAIVER PENALTY
- 15 3-4-24: LICENSE AND TAX IN ADDITION TO ALL OTHER TAXES
- 16 3-4-25: VIOLATIONS; EVASION OF COLLECTION OR PAYMENT OF
- 17 TAX

18
19 3-4-1: TITLE:

20
21 This Chapter shall be known as and referred to as the REVISED
22 BRECKENRIDGE PUBLIC ACCOMMODATION TAX.

23
24 3-4-2: LEGISLATIVE INTENT:

25
26 A. It is hereby declared to be the legislative intent of the Town Council that, for
27 the purposes of this Chapter, every person who purchases in the Town any
28 lodging is exercising a taxable privilege.

29
30 B. It is hereby declared to be the legislative intent of the Town Council that, for
31 the purposes of this Chapter, every vendor who shall make a sale of lodging to a
32 purchaser in the Town shall collect the tax imposed by this Chapter to the total
33 purchase price charged for such lodging furnished at any one (1) time by or to
34 every customer or buyer, in the manner set forth in this Chapter. It is the
35 legislative intent of the Town Council that the term “vendor” as used in this
36 Chapter shall include, without limitation, online travel companies to the
37 maximum extent permitted by law.

38
39 3-4-3: DEFINITIONS:

40
41 In addition to the definitions in Chapter 1 of this Title, when used in this Chapter
42 the following words shall have the following meanings unless the context requires
43 otherwise:

44

1 (1) Gross taxable sales means the total amount received in money, credits,
2 property or other consideration valued in money from sales and purchases of
3 lodging that is subject to the tax imposed in this Chapter.
4

5 (2) Lodging shall mean rooms or accommodations for overnight use furnished by
6 any person or the representative of any person to any person who for
7 consideration uses, possesses, occupies or has the right to use, possess or occupy
8 any such room or accommodation in a hotel, condominium hotel, apartment hotel,
9 condominium, lodging house, motel, motor hotel, guest house, guest ranch, resort,
10 mobile home, mobile home park, auto court, inn, trailer court, trailer park or
11 hotel, under any concession, permit, lease, contract, license to use or other similar
12 arrangement.
13

14 (3) Purchase or sale means the acquisition or furnishing for consideration by any
15 person of lodging within the Town.
16

17 (4) Purchaser means any person exercising the taxable privilege of purchasing
18 lodging.
19

20 (5) Tax means either the tax payable by the purchaser or the aggregate amount of
21 taxes due from a vendor during the period for which the vendor is required to
22 report collections under this Chapter.
23

24 (6) Vendor means a person making sales of or furnishing lodging to a purchaser in
25 the Town.
26

27 3-4-3: IMPOSITION OF TAX:

28

29 There is hereby levied and shall be collected and paid a tax by every person
30 exercising the taxable privilege of purchasing lodging as in this Chapter defined
31 an excise tax of three and four-tenths percent (3.4%) on the purchase price paid of
32 charged for such lodging.
33

34 3-4-4: EXEMPTIONS:

35

36 There shall be exempt from this Chapter the following:
37

38 (1) All lodging as defined in this Chapter furnished to any person who resides
39 continuously for a period of thirty (30) consecutive days or more in rooms or
40 accommodations or has the right to so reside pursuant to any written concession,
41 permit, contract, license to use or other written arrangement;

42 (2) All sales to the United States government; to the State of Colorado, its
43 departments or institutions, and the political subdivisions thereof, in their
44 governmental capacities only; and all sales to the Town and any department
45 thereof;

46 (3) All sales to charitable organizations that are:

- 1 a. Billed directly to the charitable organization;
- 2 b. Paid directly from funds of the charitable organization; and
- 3 c. Used exclusively for the charitable organization's organizational or operational
- 4 purposes.

5
6 3-4-5: COLLECTION OF TAX:

7
8 A. Every vendor making sales to a purchaser in the Town, which are taxable
9 under the provisions of this Chapter, at the time of making such sales is required
10 to collect the tax imposed by Section 3-4-3 from the purchaser.

11
12 B. The tax to be collected as provided by Section A of this Section shall be stated
13 and charged separately from the sale price and shown separately from the sale
14 price on any record thereof at the time when the sale is made or at the time when
15 evidence of the sale is made or at the time when evidence of the sale is issued or
16 employed by the vendor; provided, that when added such tax shall constitute a
17 part of such purchase price or charge and shall be a debt from the purchaser to the
18 vendor until paid and shall be recoverable at law in the same manner as other
19 debts. The tax shall be paid by the purchaser to the vendor, as trustee for and on
20 account of the Town, and the vendor shall be liable for the collection thereof and
21 on account of the Town.

22 C. Taxes paid on the amount of gross sales which are represented by accounts
23 which are found to be worthless and are actually and properly charged off as bad
24 debts for the purpose of the income tax imposed by the laws of the state may be
25 credited upon a subsequent payment of the tax herein provided; but if any such
26 accounts are thereafter collected by the taxpayer, a tax shall be paid upon the
27 amount so collected.

28
29 3-4-6: VENDOR RESPONSIBLE FOR PAYMENT OF TAX:

30
31 A. Amount. Every vendor shall add the tax imposed by Section 3-4-3 to the
32 purchase price or charge for lodging, and the vendor shall be liable and
33 responsible to the Town for the payment on a monthly basis of an amount
34 equivalent to such tax on all gross taxable sales, and also liable and responsible to
35 the Town for any collection in excess of that equivalent amount. Every vendor
36 shall on its return round each calculation, as directed on such form as the Finance
37 Director may require, to the nearest whole dollar and remit the rounded amount.
38 In rounding under this section, any amount of forty-nine cents (\$0.49) or less shall
39 be rounded down, and any amount of fifty cents (\$0.50) or higher shall be
40 rounded up.

41
42 B. Returns. Every vendor shall on or before the twentieth day of each month make
43 a return to the Finance Director for the preceding calendar month and remit to the
44 Finance Director simultaneously therewith the total amount due the Town as
45 provided by subsection (a). Returns of the vendor, or the Vendor's duly
46 authorized agent, shall contain such information and be made in such a manner

1 and upon such forms as the Finance Director may prescribe, and the Finance
2 Director may, by regulation duly adopted, extend the time up to one (1) year for
3 making returns and paying the tax due.
4

5 **3-4-7: DUTY TO KEEP BOOKS AND RECORDS**
6

7 It shall be the duty of every vendor hereunder to keep and preserve suitable
8 records of all sales made by the vendor and such other books or accounts as may
9 be necessary to determine the amount of the tax for the collection or payment of
10 which such vendor is liable under this Chapter. It shall be the duty of every
11 vendor to keep and preserve for a period of three (3) years following the due date
12 of the return or the payment of the tax all such books, invoices and other records
13 necessary to determine the tax and the same shall be open for examination by the
14 Finance Director. Upon demand by the Finance Director the vendor shall make
15 the books, invoices, accounts or other records it maintains available at the office
16 of the Finance Director or some other place designated by the Finance Director
17 for examination, inspection and audit by the Finance Director. The Finance
18 Director, in the Finance Director's discretion, may make, permit or cause to be
19 made the examination, inspection or audit of books, invoices, accounts and other
20 records so kept or maintained by the vendor. When the vendor shall have entered
21 into a binding agreement with the Town to reimburse it for all costs and expenses
22 incurred by the Town in order to have such examination, inspection or audit at a
23 place other than the place designated by the Finance Director, then such
24 examination, inspection or audit shall be made where such records are kept or
25 maintained by the vendor or as otherwise designated in the agreement.
26

27 **3-4-8: CONSOLIDATION OF RETURNS:**
28

29 A vendor doing business in two (2) or more places or locations, whether in or
30 without the Town, and collecting taxes under this Chapter may file one (1) return
31 covering all such places or locations, when accompanied by a supplemental report
32 showing the gross and net taxable sales and taxes collected thereon for each such
33 place or location.
34

35 **3-4-10: TRUST STATUS OF TAX IN POSSESSION OF VENDOR:**
36

37 All sums of money paid by the purchaser to the vendor as taxes imposed by this
38 Chapter shall be and remain public money, the property of the Town, in the hands
39 of such vendor, and the vendor shall hold the same in trust for the sole use and
40 benefit of the Town until paid to the Finance Director as herein provided, and for
41 failure so to pay to the Finance Director, such vendor shall be punished for a
42 violation hereof.
43

44 **3-4-11: COLLECTION AND REFUND OF DISPUTED TAX:**
45

1 Should a dispute arise between the purchaser and vendor as to whether or not the
2 sale of lodging is exempt from taxation under this Chapter, nevertheless, the
3 vendor shall collect and the purchaser shall pay such tax, and the vendor shall
4 thereupon issue to the purchaser a receipt or certificate, on forms prescribed by
5 the Finance Director, showing the names of the purchaser and vendor, the date,
6 price, amount of tax paid, and a brief statement of the claim of exemption. The
7 purchaser thereafter may apply to the Finance Director for a refund of such taxes,
8 and it shall be the duty of the Finance Director to determine the question of
9 exemption, subject to review by the courts.

10
11 3-4-12: REFUND PROCEDURE:
12

13 A. Generally. A refund shall be made or credit allowed for the tax paid under
14 dispute by any purchaser who has an exemption as provided in this Chapter.
15 Interest shall be paid on refunds, but not credits, for overpayments. Interest shall
16 accrue from the time the overpayment is made. The rate of interest shall be fixed,
17 and shall be the average monthly rate earned by the Town on the general fund for
18 the calendar year immediately preceding the year in which the refund is made.
19 Such refund shall be made by the Finance Director after compliance with the
20 conditions of this Chapter.

21
22 B. Application. Applications for a refund must be made within sixty (60) days
23 after the purchase of the lodging on which the exemption is claimed and must be
24 supported by the affidavit of the vendor accompanied by the original paid invoice
25 or sales receipt and a certificate issued by the vendor, and be made upon such
26 forms as shall be prescribed and furnished by the Finance Director, which forms
27 shall contain such information as the Finance Director shall prescribe.
28

29 C. Decisions. Upon receipt of such application, the Finance Director shall
30 examine the same with all due speed and shall give notice to the applicant by an
31 order in writing of the decision thereon.
32

33 D. Refunds not assignable. The right of any person to a refund under this Chapter
34 shall not be assignable, and application for refund must be made by the same
35 person who purchased the lodging and paid the tax thereon as shown in the
36 invoice of the sale thereof.
37

38 E. Penalty for violating refund provisions. Any applicant for refund under the
39 provisions hereinabove, or any other person, who shall make any false statement
40 in connection with an application for a refund of any tax shall be deemed guilty of
41 a violation of this Chapter.
42

43 F. Violations of refund provisions to be used as evidence of fraudulent intent. If
44 any person be convicted under the provisions of subsection (f), such conviction
45 shall be prima facie evidence that all refunds received by such person during the
46 current year were obtained unlawfully, and the Finance Director is hereby

1 empowered and directed to bring appropriate action for recovery of such refund.
2 A brief summary of the above mentioned penalties shall be printed on each form
3 application for refund.
4

5 G. Burden of proof. The burden of proof that sales of lodging on which tax
6 refunds are claimed are exempt from taxation under this Chapter shall be on the
7 one making such claim and such proof shall be by a preponderance of evidence.
8

9 3-4-13: EXAMINATION OF RETURNS; REFUNDS; CREDITS; AND
10 DEFICIENCIES.

11 As soon as practicable after the return is filed, the Finance Director shall examine
12 it and:
13

- 14
15 (1) If it then appears that the correct amount of tax to be remitted is greater or less
16 than that shown in the return, the tax shall be recomputed;
17 (2) If the amount paid exceeds that which is due, the excess shall be refunded with
18 interest pursuant to [insert interest section number], or credited, against any
19 subsequent remittance from the same person, provided, however, that a claim for
20 refund or credit is made within three (3) years of the date the return is filed or, if
21 the three-year period for assessment of tax has been extended as provide in this
22 Title, then a claim for refund or credit may be made within such extended period;
23 (3) If the amount paid is less than the amount due, the difference, together with
24 interest thereon at the rate of one (1) percent per month from the time the return
25 was due, shall be paid by the taxpayer within thirty (30) days after written notice
26 and demand to the taxpayer from the Finance Director.
27

28 3-4-14: INTEREST ON LATE PAYMENTS; PENALTY.
29

30 A. In any case in which a taxpayer fails to file a return or pay over the tax within
31 the time required by this Chapter, but without the intent to defraud, there shall be
32 added as a penalty fifteen (15) percent of the total amount of the deficiency, but
33 not less than twenty-five dollars (\$25.00), and interest in such cases shall be
34 collected at the rate of one (1) percent each month, or fraction thereof, on the
35 amount due on the deficiency from the time the return was due to the date the tax
36 is paid, which interest and addition shall become due and payable within thirty
37 (30) days after the written notice and demand by the Finance Director, and such
38 interest shall be assessed, collected and paid in the same manner as the tax itself.

39 B. Payments of part but less than all of a deficiency, including interest, or interest
40 and penalty, shall be first applied to penalty, if any, secondly to accrued interest
41 and, lastly, to the tax itself.
42

43 3-4-15: PENALTIES FOR DEFICIENCY CAUSED BY FRAUD:
44

45 If any part of the deficiency is due to fraud with the intent to evade the tax, then
46 there shall be added fifty (50) percent of the total amount of the deficiency, and in

1 such case the whole amount of the tax unpaid, including the additions, shall
2 become due and payable thirty (30) days after written notice and demand by the
3 Finance Director, and an additional one (1) percent per month on such amounts
4 shall be added from the date the return was due until paid.
5

6 3-4-16: INVESTIGATION OF VENDOR'S BOOKS.
7

8 For the purpose of ascertaining the correctness of a return or for the purpose of
9 determining the amount of tax due from any person, the Finance Director may
10 hold investigations and hearings concerning any matters covered by this Chapter
11 and may examine any relevant books, papers, records or memoranda of any such
12 person and may require the attendance of such person, or any officer or employee
13 of such person, or of any person having knowledge of such sales, and may take
14 testimony and require proof for their information. The Finance Director shall have
15 power to administer oaths to such persons.
16

17 3-4-17: AUDIT; ESTIMATE OF TAXES, PENALTY, AND INTEREST;
18 NOTICE; ASSESSMENT.
19

20 A. The Finance Director is authorized to examine, inspect and audit the books,
21 invoices, accounts and other records kept or maintained by the taxpayer for the
22 collection of the taxes imposed by this Chapter. If the Finance Director
23 determines that any taxpayer neglects or refuses to make a timely return in
24 payment of the taxes or to pay or to correctly account for any taxes as required by
25 this Chapter, the Finance Director shall make an estimate, based upon such
26 information as may be available, with or without employing investigative powers
27 vested in the Finance Director by this Chapter, of the amount of the taxes due for
28 the period or periods for which the taxpayer is delinquent; and upon the basis of
29 such estimated amount, compute and assess in addition thereto a penalty equal to
30 fifteen (15) percent thereof, together with the interest on such delinquent taxes at
31 the rate of one (1) percent each month, or a fraction thereof, from the date when
32 due until the date paid.
33

34 B. Promptly thereafter the Finance Director shall notify the delinquent taxpayer in
35 writing and demand payment thereof of such estimated taxes, penalty and interest.
36 (c) Such estimated amounts shall thereupon become an assessment, and such
37 assessment shall be final and due and payable from the taxpayer to the Town
38 thirty (30) days from the date of the notice and demand; provided, however, that
39 within said thirty-day period the delinquent taxpayer may petition the Finance
40 Director in writing for review of the assessment as provided in the applicable
41 provisions of this Title. The filing of a petition shall not toll the accrual of interest
42 on the amount of taxes due.
43

44 3-4-18: REVIEW BY FINANCE DIRECTOR:
45

1 A. Petitions. Petitions submitted to the Finance Director shall be in writing and
2 shall contain a statement of facts and reasons for and the amount of the requested
3 changes in the assessment or decision to deny or reduce a refund claim, and shall
4 otherwise comply with the applicable rules promulgated by the Finance Director
5 relating to petitions and hearings.
6

7 B. Time limit for filing petitions. Petitions shall be submitted to the Finance
8 Director within thirty (30) days from the date of the assessment or decision to
9 deny or reduce a refund claim. If a petition is not submitted within this time, the
10 assessment or decision is final and no further review is available.
11

12 C. Notice of hearing. The Finance Director shall notify the taxpayer in writing of
13 the time and place within the Town fixed for hearing.
14

15 D. Hearings. A hearing, if any, shall be conducted in accordance with applicable
16 rules promulgated by the Finance Director relating to petitions and hearings.
17

18 E. Finance Director may appoint designee. A hearing, if any, shall be before the
19 Finance Director or its designee, who is authorized to administer oaths, to take
20 testimony, to hear arguments, and to issue all necessary and appropriate orders
21 and decisions.
22

23 F. Burden of proof. The burden of proof that sales of lodging upon which refunds
24 of taxes are claimed, or for which modifications or cancellations of assessments
25 are sought, are exempt from or not subject to taxation under this Chapter shall be
26 on the taxpayer and such proof shall be by a preponderance of evidence.
27

28 G. Final order or decision. The final order or decision of the Finance Director or
29 its designee shall be in writing and notice thereof shall be mailed to the taxpayer
30 forthwith.
31

32 3-4-19: REVIEW OF FINANCE DIRECTOR'S FINAL ORDER OR DECISION. 33

34 A. Should the taxpayer be aggrieved by a final order or decision of the Finance
35 Director, the taxpayer may proceed to have same reviewed under Colorado Rules
36 of Civil Procedure 106(a)(4) by the district court for the fifth judicial district of
37 the state. The petition or complaint for review must be filed within thirty (30)
38 days from the date of the final order or decision. Any party, including the Town,
39 may appeal the final order or decision of the Finance Director and, also, the
40 decision of the district court (or such other tribunal having jurisdiction), using all
41 judicial, appellate, and extraordinary proceedings available.
42

43 B. Before filing a petition or complaint for review under Colorado Rules of Civil
44 Procedure 106(a)(4), the taxpayer shall file with the Finance Director a bond in
45 twice the amount of the taxes, interest and other charges audited and stated in the
46 final order or decision of the Finance Director, with surety as is provided in other

1 cases of appeal, or may deposit lawful money of the United States in the same
2 manner as herein provided.

3
4 3-4-20: TAX LIEN.

5
6 A. The tax imposed by this Chapter, together with the interest and penalties herein
7 provided and the costs of collection which may be incurred, shall be and, until
8 paid, remain a first and prior lien superior to all other liens upon the goods,
9 merchandise, furniture and fixtures, tools and equipment of any taxpayer, or used
10 by any taxpayer in conducting his business under lease, title retaining contract or
11 other contract arrangement, within the Town and shall take precedence on all such
12 property over other liens or claims of whatsoever kind or nature and may be
13 foreclosed by seizing under distraint warrant and selling so much of said goods,
14 merchandise, furniture and fixtures, tools and equipment as may be necessary to
15 discharge said lien.

16
17 B. The real or personal property of an owner who has made a bona fide lease to a
18 taxpayer shall be exempt from the lien created in this section (1) if such property
19 can reasonably be identified from the lease description and (2) if the lessee is
20 given no right to become the owner of the property leased. This exemption shall
21 be effective from the date of the execution of the lease until its termination if the
22 lease is filed or recorded, within ten (10) days after the execution of the lease,
23 with either the executive director of the state department of revenue or the clerk
24 and recorder of the Town. Where the lessor and lessee are blood relatives,
25 relatives by law, or have twenty-five (25) percent or more common ownership, a
26 lease between them shall not be considered bona fide for the purpose of this
27 section.

28
29 C. Any taxpayer who is in possession of property under the terms of a lease,
30 which property is exempt from lien as provided in this section, may be required
31 by the manager to make return of and pay over taxes collected at more frequent
32 intervals than monthly, or may be required to furnish security for the proper
33 payment of taxes whenever the collection of taxes appears to be in jeopardy.

34
35 3-4-21: SALE UPON DISTRAINT:

36
37 A. Causes. The Finance Director may issue a warrant directed to the Summit
38 County Sheriff, sometimes in this section referred to collectively as "agent,"
39 commanding the agent to distraint, seize and sell the goods, merchandise, furniture
40 and fixtures, tools and equipment of, or used by, the taxpayer, except such
41 personal property as is exempted from execution and sale by any statute of the
42 United States, for the payment of the tax due together with penalties and interest
43 accrued thereon and cost of execution, including thirty dollars (\$30.00) for every
44 warrant issued under this section, upon the happening of any one (1) of the
45 following:

1 (1) When any deficiency in tax is not paid within thirty (30) days from the
2 Finance Director's final decision thereon and no petition for review from such
3 determination has been filed with the district court for the fifth judicial district
4 within the period of time allowed by law for such review;
5 (2) When any amount of tax, penalty or interest is not paid within thirty (30) days
6 from the mailing or personal service of demand for payment thereof and no
7 protest thereof has been filed with the Finance Director within said period; or
8 (3) Immediately upon making of a jeopardy assessment or of the issuance of a
9 demand for payment, as provided in this section.

10
11 B. Notices. The agent charged with the collection shall make or cause to be made
12 an account of the property distrained, a copy of which, signed by the agent
13 making such distraint, shall be served, by leaving it with the owner or possessor
14 of the property or with some member of such person's family over the age of
15 eighteen (18) years, or at the person's usual place of abode or, if the person is a
16 business entity within the Town, with any officer, manager, accountant,
17 bookkeeper, general agent, registered agent, or agent for process, together with a
18 copy of said warrant stating the sum demanded. In lieu of the foregoing
19 provisions of this subsection for serving said account and warrant, if the owner or
20 possessor cannot be readily located, or has no dwelling or place of business within
21 the Town, the account and warrant may be served by mailing by certified mail to
22 the last known address of the owner or possessor. Said agent shall cause to be
23 published a notice of the time and place of sale, together with a description of the
24 property to be sold, in some newspaper of general circulation within the Town
25 and the agent shall cause such notice to be publicly posted at the location of the
26 property and place of sale, at the Denver courthouse, and in at least two (2) other
27 places within the Town. The taxpayer and those having possession of, or of public
28 record a security interest in, the property shall be notified of the time and place of
29 sale either in person or by certified mail, or, if that is impractical, by first class
30 mail. The time fixed for the sale shall not be less than ten (10) days nor more than
31 sixty (60) days from the date of such notification, and notification by mail shall be
32 presumed upon mailing.

33
34 C. Management of sale. Said sale may be adjourned from time to time by said
35 agent if he deems it advisable but not for a time to exceed in all ninety (90) days
36 from the date first fixed for the sale. When any property is advertised for sale
37 under distraint as aforesaid, the agent making the seizure shall proceed to sell
38 such property at public auction, offering the same at not less than a fair minimum
39 price, including the expenses of making the seizure, storing the property and of
40 advertising the sale, and if the amount bid for the property at the sale is not equal
41 to the fair minimum price so fixed, the agent conducting the sale may declare the
42 same to be purchased by him for the Town. The property so purchased may be
43 sold by the agent under such terms as the Finance Director may approve or
44 declared to be surplus property subject to disposition by the Finance Director of
45 general services. In any case of distraint for the payment of taxes, the property so
46 distrained shall be restored to the owner or possessor if, prior to the sale, the

1 amount due is paid together with the fees and other charges, or the property may
2 be so redeemed before sale by any person having a legal or equitable interest in
3 the property.
4

5 D. Certificate of title; return of surplus. In all cases of sale, the agent making the
6 sale shall issue a certificate of sale to each purchaser, and such certificate shall be
7 prima facie evidence of the right of the agent to make such sale and conclusive
8 evidence of the regularity of the proceedings in making the sale and shall transfer
9 to the purchaser all right, title and interest in and to the property sold. Any surplus
10 remaining above the taxes, interest, penalties, costs and expenses of making the
11 seizure and of advertising the sale shall be returned upon demand made within
12 one (1) year from the sale to the owner. Surplus remaining at the end of one (1)
13 year from the sale shall be deposited to the general fund.
14

15 E. Filing of notice of lien. Any agent to whom warrant has been issued may serve
16 a notice of lien in such form as the Finance Director may prescribe with the
17 person in possession of any personal property or rights to property, without regard
18 to its use in the business of the taxpayer, belonging to the taxpayer or file said
19 notice with the secretary of state and the clerk and recorder, and the service or
20 filing of such notice shall operate to perfect a lien upon such personal property or
21 rights to property from the date of such service or filing. The Finance Director
22 may release said lien as to any part or all of the property or rights to property
23 covered by any such lien upon such terms as he may deem proper.
24

25 F. Recurring distraint. If any taxpayer liable for the payment of any tax pursuant
26 to this Chapter repeatedly fails, neglects, or refuses to pay said tax within the time
27 required by this Chapter and the Finance Director has been required to issue
28 distraint warrants to enforce the collection of the tax due from such taxpayer, the
29 Finance Director is authorized to assess and collect the amount of the taxes due,
30 together with all interest and penalties thereon provided by law, and also an
31 additional penalty of one hundred dollars (\$100.00) each for the second and
32 following distraint warrant regarding the taxpayer that is issued by the Finance
33 Director pursuant to this Chapter.
34

35 G. When collection in jeopardy. If the Finance Director finds that collection of the
36 tax will be jeopardized by delay, in his discretion, he may declare the taxable
37 period immediately terminated, determine the tax, and issue notice and demand
38 for payment thereof; and having done so, the tax shall be due and payable
39 forthwith, and the Finance Director may proceed immediately to collect such tax
40 by distraint, levy and sale or as otherwise provided in this section. Collection by
41 seizure and sale may be stayed if the taxpayer gives such security for payment as
42 shall be satisfactory to the Finance Director. The taxpayer or other person entitled
43 to notice under this Title may request a hearing in writing before the Finance
44 Director regarding the jeopardy determination and the amount of the assessment.
45 A request for hearing must be made within seven (7) days after the notice and
46 demand for payment or distraint warrant is issued. The hearing shall be held

1 within fifteen (15) days of the request. The hearing shall be informal and need not
2 comply with the requirements of the applicable provisions of this Title, nor with
3 the applicable rules and regulations promulgated by the Finance Director relating
4 to hearings. The burden of proof shall be on the taxpayer or other person
5 requesting the hearing, and such proof shall be by a preponderance of evidence.
6 The Finance Director shall enter his decision within thirty (30) days after the
7 hearing and shall furnish a copy to the taxpayer or other person requesting the
8 hearing. If the taxpayer is aggrieved by the decision of the Finance Director, the
9 taxpayer may seek review pursuant to the applicable provisions of this Title. A
10 request for hearing under this section shall not stay collection proceedings unless
11 such request is accompanied by a bond or other security as shall be satisfactory to
12 the Finance Director.

13
14 3-4-22: RELEASE OF LIEN:
15

16 Any lien for taxes as shown on the records of the county clerks and recorders as
17 herein provided in this Chapter shall, upon the payment of all taxes, penalties and
18 interest covered thereby, be released by the manager of finance in the same
19 manner as mortgages or judgments are released.
20

21 3-4-23: MANAGER MAY WAIVE PENALTY:
22

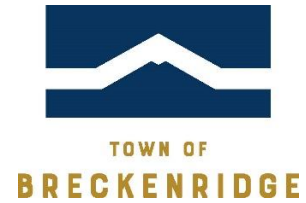
23 The Finance Director is hereby authorized to waive, for good cause shown, any
24 penalty assessed as in this Chapter provided, and interest imposed in excess of
25 one (1) percent each month or fraction thereof of the tax deficiency, from the date
26 the tax is due until the date paid.
27

28 3-4-24: LICENSE AND TAX IN ADDITION TO ALL OTHER TAXES:
29

30 The tax imposed by this Chapter shall be in addition to all other taxes imposed by
31 law, except as otherwise provided in this Chapter.
32

33 3-4-25: VIOLATIONS; EVASION OF COLLECTION OR PAYMENT OF
34 TAX:
35

36 It shall be a violation of this Chapter for any vendor to refuse to make any return
37 provided to be made in this Chapter, or to make any false or fraudulent return, or
38 any false statement in any return, or to fail or refuse to make payment to the
39 Finance Director of any taxes collected or due the Town, or in any manner to
40 evade the collection and payment of the tax, or any part thereof, imposed by this
41 Chapter, or for any person or purchaser to fail or refuse to pay such tax or evade
42 the payment thereof, or to aid or abet another in any attempt to evade the payment
43 of the tax imposed by this Chapter. Any corporation making a false return or a
44 return containing a false statement shall be guilty of a violation of this Chapter.
45 Any person convicted of a violation of any provision of this Chapter shall be
46 punished as provided in Section 1-4-1 of this Code.



Memo

To: Breckenridge Town Council Members
From: Anne Murphy, Open Space & Trails Manager
Date: 4/16/2020
Subject: Sale of 50% Ownership in Town-Owned Land to Summit County

This ordinance would allow the Town to sell a 50% undivided interest in the Smuggler, Silent Friend, Iron, and Crown Point Lodes to Summit County. The land is located in French Gulch adjacent to Breckenridge and was acquired by the Town in January 2020. The landowner wished to deal only with the Town at that time. Through an IGA with Summit County, the Town and County open space programs often jointly share in the costs and management of lands in the Upper Blue watershed outside of the Town limits. Selling a 50% undivided interest is consistent with ownership patterns in the French Gulch and Golden Horseshoe areas.

Staff supports the passage of this ordinance and will be in attendance to answer questions.

1 ***FOR WORKSESSION/FIRST READING – APR. 28***

2 COUNCIL BILL NO. ____

3
4 Series 2020

5
6
7 AN ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL PROPERTY
8 (Smuggler, Silent Friend, Iron, and Crown Point Lodes)

9
10 WHEREAS, the Town of Breckenridge is the owner of the following described real
11 property:

12 Smuggler and Silent Friend Lodes, MS# 6335
13 Iron and Crown Point Lodes, MS# 19905

14
15
16 (**“Property”**)

17 ; and

18
19 WHEREAS, the Town desires to sell and undivided 50% interest in the Property to the
20 Board of County Commissioners of Summit County; and

21
22 WHEREAS, a proposed Purchase and Sale Agreement between the Town and Board of
23 County Commissioners of Summit County, Colorado has been prepared, a copy of which is
24 marked **Exhibit “A”**, attached hereto, and incorporated herein by reference (**“Agreement”**); and

25
26 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
27 determines that it would be in the best interest of the Town and its residents for the Town to sell
28 the Property to Board of County Commissioners of Summit County, Colorado pursuant to the
29 Agreement; and

30
31 WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town
32 Council may lawfully authorize the sale of Town-owned real property by ordinance.

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

36
37 Section 1. The Agreement between the Town and Board of County Commissioners of
38 Summit County, Colorado (**Exhibit “A”** hereto) is approved; and the Town Manager is hereby
39 authorized, empowered, and directed to execute such Agreement for and on behalf of the Town
40 of Breckenridge.

41
42 Section 2. The Town Manager is hereby further authorized, empowered and directed to
43 take all necessary and appropriate action to close the sale of the Property contemplated by the
44 Agreement. In connection therewith, the Town Manager shall have full power and authority to
45 do and perform all matters and things necessary to the sale of the Property pursuant to the
46 Agreement, including, but not limited to, the following:

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- 1. The making, execution and acknowledgement of settlement statements, closing agreements and other usual and customary closing documents;
- 2. The execution, acknowledgement and delivery to the Buyer of the deed of conveyance for the Property; and
- 3. The performance of all other things necessary to the sale of the Property by the Town pursuant to the Agreement.

Section 3. The Town Council hereby finds, determines, and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 4. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____day of _____, 2020. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____day of _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”), dated May _____, 2020, is between the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (the “*Seller*”), and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Purchaser*”).

RECITALS

WHEREAS, the Seller is the owner of the following real property located in Section 32 of Township 6 South, Range 77 West; 6th Prime Meridian in the County of Summit, Colorado, to wit:

Smuggler and Silent Friend Lodes, MS# 6335
Iron and Crown Point Lodes, MS# 19905

(the “*Property*”); and

WHEREAS, the Purchaser desires to acquire certain undivided interests in the Property from Seller, and Seller agrees to sell certain undivided interests in the Property to Purchaser, all as more fully set forth hereafter.

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

1. Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the following:

An undivided 50% interest in the Property

for the total price of two-hundred and forty-five thousand dollars (\$245,000.00).

Upon payment of the sales price at Closing, Seller shall provide Purchaser with a special warranty deed conveying an undivided 50% interest in the Property. The form of the deed shall be reasonably acceptable to Seller’s and Purchaser’s attorneys.

2. Closing. Closing shall occur on June 17, 2020 at the offices of Land Title Guarantee Company (“*LTGC*”) in Breckenridge, Colorado, or at such other date and location as the parties may agree upon.

3. Condition of Property. The undivided interest in the Property described in Section 1 shall be delivered in the condition existing as of the date of this Agreement.

4. Title Insurance. Purchaser shall obtain, at its cost, any title insurance insuring the real property interest to be acquired by Purchaser pursuant to this Agreement.



Memo

To: Breckenridge Town Council
From: Rick Holman, Town Manager
Date: 04-22-2020
Subject: First Reading of an Ordinance to Approve a Long-Term Lease with Zweig Law, PC

Attached is the proposed first reading of an ordinance to approve a five-year lease with Zweig Law, PC that would allow this law firm to continue to lease office space in the Breckenridge Professional Building at 130 Ski Hill Road. The term will start on July 1, 2020 and end on June 30, 2025. The Town Council recently passed an ordinance that allows the Town Manager to approve leases up to 3 years in length, since this is a five-year lease, it must come in front of the Council per the Town Charter.

Staff supports this proposed lease and will be present at the meeting on April 28th to answer any questions the Council may have.

1 ***FOR WORKSESSION/FIRST READING – APRIL 28***

2
3 COUNCIL BILL NO. ____

4
5 Series 2020

6
7 AN ORDINANCE APPROVING A LEASE WITH ZWEIG LAW, PC
8 (Unit 200, Breckenridge Professional Building; 130 Ski Hill Road)

9
10 WHEREAS, the Town of Breckenridge owns the real property commonly known as the
11 Breckenridge Professional Building, located at 130 Ski Hill Road in Breckenridge, Colorado;
12 and

13
14 WHEREAS, Zweig Law, PC, has proposed to lease Unit 200 in the Breckenridge
15 Professional Building; and

16
17 WHEREAS, a proposed Lease between the Town and Zweig Law, PC, has been
18 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
19 reference; and

20
21 WHEREAS, the proposed Lease has been reviewed by the Town Attorney and the Town
22 Council; and

23
24 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

25
26 The council may lease, for such time as council shall determine, any real or
27 personal property to or from any person, firm, corporation, public and private,
28 governmental or otherwise.

29
30 and;

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

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

37
38 Section 1. The proposed Lease between the Town and Zweig Law, PC, copy of which is
39 marked **Exhibit “A”**, attached hereto and incorporated herein by reference, is approved, and the
40 Town Manager is authorized, empowered, and directed to execute such Lease for and on behalf
41 of the Town of Breckenridge.

42
43 Section 2. The Town Council finds, determines, and declares that it has the power to
44 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
45 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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**BRECKENRIDGE PROFESSIONAL BUILDING
LEASE COVER AND SUMMARY SHEET**

TENANT NAME: Zweig Law, PC

Premises: Unit(s) 200

Tenant: Zweig Law, PC

Guarantor: Maryjo Zweig and Steve Zweig

Unit Area: Approximately 1,074 Square Feet

Lease Structure: NNN

Use: Law Office

Base Lease Rate:	Year	Beg	End	Rent/SF	Annual Inc	MO Rent	Yr Rent
	1	7/1/2020	6/30/2021	\$22.11		\$1,978.75	\$23,745.00
	2	7/1/2021	6/30/2022	\$23.21	5.0%	\$2,077.69	\$24,932.25
	3	7/1/2022	6/30/2023	\$24.38	5.0%	\$2,181.57	\$26,178.86
	4	7/1/2023	6/30/2024	\$25.59	5.0%	\$2,290.65	\$27,487.81
	5	7/1/2024	6/30/2025	\$26.87	5.0%	\$2,405.18	\$28,862.20

Lease Term: Five (5) Years

Option: See Section 2.2.

Rent & Additional Rent Commencement

Date: July 1, 2020

Date of Possession: Tenant currently occupies the Premises.

Security Deposit: \$ 2,250.00 (transferred from Cheroutes Zweig PC Lease with a termination date of May 31, 2020.)

Tenant Improvements: All tenant improvements require permits with the Town acting in its governmental capacity and Landlord approval

Parking Spaces: Non-exclusive use of Parking Areas. **No assigned parking spaces.**

Broker Commission: Landlord shall pay a commission to Breckenridge Real Estate Company, LLC.

Notes:

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COMMERCIAL LEASE

Breckenridge Professional Building

130 Ski Hill Rd.

THIS COMMERCIAL LEASE (“**Lease**”) is made and entered into as of the Effective Date, hereafter defined, between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”), and **Zweig Law, PC**, a Colorado corporation (“**Tenant**”). In consideration of the mutual covenants provided for herein, the parties hereto agree as follows:

I. PREMISES

Section 1.1. Landlord is the owner of certain real estate legally described as Condominium Unit(s) **200**, according to the Condominium Map of the Sawmill Station Square Commercial Building No. 1 recorded January 7, 1980, under Reception No. 201810, and as defined and described in the Condominium Declaration recorded January 7, 1980 at Reception No. 201809 and Amendment recorded September 14, 1084 at Reception No. 284378, all in the records of the Clerk and Recorder of Summit County, Colorado, Town of Breckenridge, County of Summit, State of Colorado, with an address of 130 Ski Hill Road, Unit(s) **200**, Breckenridge, CO 80424, consisting of approximately **1,074** square feet (collectively the “**Premises**”). Landlord hereby leases and demises to Tenant all of the Premises, plus the non-exclusive use of the “Common Areas” of the building known as the Breckenridge Professional Building (the Common Areas and Breckenridge Professional Building shall hereinafter be referred to collectively as the “**Professional Building**”). The term Common Areas as used in this Lease shall include, but not be limited to, all parking areas, access roads, walkway areas, and other portions of the Professional Building that are not designated as a unit or otherwise allocated for the exclusive use of any other unit or party.

Section 1.2. The Premises, including all units and the Common Areas, are subject to the terms, conditions and provisions of the Condominium Declaration for the Sawmill station Square Commercial Building No. 1 described in Section 1.1, as amended (“**Declaration**”).

Section 1.3. The Premises are leased in “**AS IS**” condition. Any changes in the condition of the Premises as delivered by Landlord shall be at Tenant’s sole cost and expense, and no credit shall be given nor any reduction in rent for changes or improvements made by Tenant. Tenant shall be responsible for all improvements to the Premises No improvements shall affect the exterior appearance thereof and all improvements shall be subject to Landlord’s prior written approval of plans to be provided by Tenant. Tenant shall be responsible for securing all necessary permits, at its sole cost and expense, from the Town of Breckenridge Building Department.

COMMERCIAL LEASE

1 II. TERM

2 Section 2.1. The “**Term**” of this Lease and the obligation to pay rent shall commence
3 on July 1, 2020 (“**Commencement Date**”), and shall continue until June 30, 2025,
4 unless sooner terminated as provided in this Lease.

5 Section 2.2. Landlord hereby grants to Tenant the right and option to renew the
6 initial Term of the Lease set forth in Section 2.1 hereof for one (1) additional successive
7 periods of five (5) years (a “**Renewal Term**”), such renewal term to begin, respectively,
8 upon the expiration of the original term of this Lease or the previous renewal term, as
9 applicable, and all terms, covenants and provisions of this Lease shall apply to such
10 renewal terms except that Rent shall be established as set forth in Section 3.2 herein, and
11 Tenant shall not have any further option to again renew the term of the Lease following the
12 exercise of the above-stated options. To exercise the option herein granted, Tenant shall
13 deliver written notice of its intent to renew (the “**Renewal Notice**”) to Landlord not earlier
14 than six (6) months, but not later than three (3) months, before the expiration of the initial
15 Term or renewal term, as applicable; provided, however, as a condition precedent to the
16 effectiveness of Tenant’s right to renew herein, Tenant must not be in default of any of its
17 obligations under this Lease beyond all applicable notice and cure periods at the time of
18 Tenant’s delivery of the Renewal Notice. If any one of the foregoing conditions precedent
19 are not satisfied, Tenant shall have no right to renew this Lease unless otherwise agreed to
20 by Landlord in writing in its sole and absolute discretion. In the event Tenant renews the
21 Lease pursuant to the terms hereof, then Landlord and Tenant shall execute an amendment
22 to this Lease extending the Term.

23 III. RENT

24
25 Section 3.1. Tenant covenants and agrees to pay Landlord in equal monthly
26 installments, “**Rent**” for the Premises during the initial Term as follows:

Year	Beg	End	Rent/SF	Annual Inc	MO Rent	Yr Rent
1	7/1/2020	6/30/2021	\$22.11		\$1,978.75	\$23,745.00
2	7/1/2021	6/30/2022	\$23.21	5.0%	\$2,077.69	\$24,932.25
3	7/1/2022	6/30/2023	\$24.38	5.0%	\$2,181.57	\$26,178.86
4	7/1/2023	6/30/2024	\$25.59	5.0%	\$2,290.65	\$27,487.81
5	7/1/2024	6/30/2025	\$26.87	5.0%	\$2,405.18	\$28,862.20

27 Beginning on the Commencement Date, Rent and Additional Rent (as hereinafter
28 defined) shall be due and payable each month, in advance, on the first day of each calendar
29 month without demand, set off, or deduction whatsoever, by check, money order or
30 cashier’s check to Landlord’s address or by automated clearing house (ACH) transfer into
31 Landlord’s bank account as designated by Landlord from time to time. Tenant shall also be
32 required to prepay last month’s rent on the Commencement Date.

1 Section 3.2. The Rent for each Renewal Term shall be determined prior to the start
2 of each Renewal Term at either the fair market rent for a similar unit in Town of
3 Breckenridge, or the average basic rent for a similar unit within the Professional Building,
4 whichever is higher. Landlord and Tenant shall execute an amendment to this Lease prior
5 to the start of each Renewal Term indicating the Rent according to the terms hereof.

6 Section 3.3. All items designated as “**Additional Rent**” under this Lease, as that
7 term is more fully described in Article IV hereof, shall be due and payable at the same time
8 as Rent is due, unless another time is specified. If any installment of Rent or Additional
9 Rent is not paid within five (5) days of when due, Landlord shall be entitled to collect a late
10 fee of five percent (5%) of the amount of the past due installment. Such late fee shall be
11 due and payable immediately as Additional Rent without any other notice or demand from
12 Landlord. Furthermore, any installment more than ten (10) days past due shall be
13 considered a loan from Landlord to Tenant which shall bear interest from the due date of
14 the installment or installments at the rate of eighteen percent (18%) per annum until fully
15 paid.

16 IV. ADDITIONAL RENT

17
18 Section 4.1. Tenant shall pay, as “**Additional Rent**,” Tenant’s pro-rata share, as
19 determined by the square footage of the Premises as a percentage of the square footage of
20 all units within the Professional Building (“**Pro Rata Share**”), of all of the following:

21 Section 4.1.1. Tenant shall be responsible for paying Tenant’s Pro Rata Share
22 of all monthly or other periodic costs of the common utilities for the Premises, currently
23 including trash disposal, water and sewer, and CAM as hereafter defined. To the extent
24 allowable by each utility provider, and in the event utilities are metered separately to the
25 Premises, Tenant shall contract directly with utility providers not paid by Landlord, and all
26 utility payments shall be directed to the respective utility providers including but not
27 limited gas, electric, internet, cable and telephone.

28 Section 4.1.2. Tenant shall be responsible for paying Tenant’s Pro Rata Share
29 of all operation and maintenance costs (“**CAM**”) of the Premises. CAM includes all
30 expenditures made by Landlord to operate and maintain the Professional Building,
31 including, but not limited to, utilities not separately metered to the Premises (common
32 trash disposal, water and sewer), repairs, replacement costs (due to ordinary and
33 extraordinary wear and tear or catastrophe), and snow/ice removal (including removal
34 from roofs and other building elements, abutting roadways, and walkways, as needed),
35 landscaping and lawn maintenance, painting, staining, and exterior building repair and
36 replacement, repair and replacement of utility systems, depreciation of machinery and
37 equipment used in such repair and replacement, and the cost of all personnel to implement
38 such services, including but not limited any management fees assessed by the Landlord’s
39 property manager. Any and every cost of repair or replacement of any portion of the
40 Professional Building shall be included in CAM and the foregoing list of items is provided
41 for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of

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1 all possible CAM. CAM shall include amounts deemed necessary by Landlord to establish
2 and maintain appropriate reserves, based upon commercially accepted practices, for the
3 eventual repair, maintenance and replacement of all exterior and structural elements of the
4 Professional Building, including, but not limited to, the roof elements, siding elements,
5 exterior painting and/or staining ("**CAM Reserves**").

6 Section 4.1.3. Real Estate Taxes.

7
8 4.1.3.1 As used in this Lease, the term "taxes" shall mean all personal property
9 and real property taxes which may be levied, assessed or imposed arising out of Tenant's
10 occupancy and use of the Premises pursuant to this Lease.

11
12 4.1.3.2 Pursuant to Section 39-3-105, C.R.S., all real or personal property owned
13 by Landlord is exempt from taxation. However, the parties acknowledge that Tenant's
14 occupancy and use of the Premises pursuant to this Lease may be deemed to be a taxable
15 possessory interest pursuant to Section 39-1-103(17)(a), C.R.S.

16
17 4.1.3.3 Any taxes lawfully assessed arising from Tenant's occupancy and use of
18 the Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and hold
19 Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy and use
20 of the Premises pursuant to this Lease shall be paid by Tenant in a timely manner. Prior to the
21 last day for payment of such taxes without penalty or interest, Tenant shall provide to Landlord a
22 photostatic copy of the receipt(s) or cancelled check(s) showing payment of the taxes. Tenant
23 may pay any taxes in installments if permitted by law.

24
25 4.1.3.4 In the event Tenant is liable for the payment of any taxes arising from
26 Tenant's occupancy and use of the Premises pursuant to this Lease, Tenant shall have the right,
27 at its sole expense, to contest any such taxes by the commencement and prosecution, in good
28 faith and with due diligence, of appropriate legal proceedings; provided that Tenant makes
29 timely payment of such taxes if Tenant loses the contest. Tenant shall advise Landlord prior to
30 instituting any such contest and shall as a condition of exercising such right provide Landlord
31 such reasonable assurance as it may request that such contest will be in compliance with the
32 provisions of this Section. Town, at Tenant's sole cost and expense, shall reasonably cooperate
33 with Tenant in any such contest, may join in the contest, and shall execute and deliver such
34 documents and instruments as may be necessary or appropriate for prosecuting an effective
35 contest.

36
37 Section 4.1.4. Tenant shall be responsible for and shall pay before
38 delinquency all municipal, county, state, and federal taxes assessed during the Term of this
39 Lease against all services, goods and other sales from the Premises, furniture, fixtures,
40 equipment, goods and personal property of any kind owned by or placed in, upon or about
41 the Premises by Tenant. Within ten (10) days after demand, Tenant shall furnish Landlord
42 with satisfactory evidence of these payments.

1 Section 4.1.5. Landlord's Insurance Costs. Landlord shall procure and
2 maintain such fire and casualty, loss of rents, and liability insurance on the Premises as it
3 deems proper and appropriate ("**Insurance Costs**"). Tenant shall be responsible for paying
4 Tenant's Pro Rata Share of all Insurance Costs. Such insurance shall not be required to
5 cover any of the Tenant's property and the Tenant shall have no interest in any of the
6 proceeds of such insurance. Tenant shall procure and maintain insurance on the Premises
7 as set forth in Section XI.

8 Section 4.1.6. Tenant shall be responsible for paying any other Additional
9 Rent incurred as set forth in this Lease.

10 Section 4.2. All Additional Rent shall be paid by Tenant to Landlord in equal monthly
11 installments concurrent with the payment of Rent. Payments of Additional Rent shall be
12 calculated as follows: on, or before the commencement date of the Term, Landlord shall
13 give Tenant a statement of the estimated annual CAM, Real Estate Taxes (if any, paid by
14 Landlord for the Professional Building), and Insurance Costs for the Professional Building
15 based on the prior year's actual expenses ("**Estimate of Costs**"). Tenant shall pay
16 Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). The
17 Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is
18 notified by Landlord of a change thereof. Within thirty (30) days of the end of each calendar
19 year, Landlord will compute actual CAM, Real Estate Taxes, and Insurance Costs for the
20 preceding year ("**Actual Costs**"). Landlord shall provide Tenant with a statement of Actual
21 Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals
22 less than the Tenant's Pro Rata Share of the Actual Costs, Tenant shall be obligated to pay
23 Landlord, within ten (10) days of receipt of statement, the difference between Tenant's Pro
24 Rata Share of Actual Costs and the Additional Rent actually paid for said calendar year. In
25 the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's
26 Pro Rata Share of Actual Costs, such excess shall be credited to Tenant's account. The
27 Actual Costs of the prior calendar year shall be used for the purpose of calculating the
28 Estimate of Costs for the then current year.

29 V. DEPOSIT

30
31 Section 5.1. To secure the faithful performance by Tenant of all of Tenant's
32 covenants, conditions, and agreements in the Lease to be observed and performed,
33 Landlord shall continue to hold Tenant's deposit in the amount of **Two Thousand Two**
34 **Hundred Fifty** Dollars (\$ **2,250.00**) as a security deposit (the "**Deposit**"). The Deposit
35 may also be used in the event of termination of the Lease by re-entry, eviction, or
36 otherwise. *Deposit transferred from Cheroutes Zweig PC Lease with a termination date of*
37 *May 31, 2020.*

38 Section 5.2. The parties agree: (1) that the Deposit or any portion thereof, may be
39 applied to cure any Default that may exist, and/or payment of subsequent damages and
40 costs incurred by Landlord, without prejudice to any other remedy or remedies that the
41 Landlord may have on account thereof, and upon such application Tenant shall pay

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1 Landlord on demand the amount so applied, which shall be added to the Deposit so it will
2 be restored to its original amount; (2) that Landlord shall not be obligated to hold the
3 Deposit as a separate fund; and (3) that should a Default occur, Landlord may, as an
4 additional remedy, increase the Deposit at its sole discretion.

5 Section 5.3. If Tenant shall perform all of its respective covenants and agreements
6 in the Lease, the Deposit, or the portion thereof not previously applied pursuant to the
7 provisions of the Lease, together with a statement, shall be returned to Tenant without
8 interest, provided Tenant has vacated the Premises and surrendered possession thereof to
9 Landlord.

10 VI. **GUARANTY**

11
12 Section 6.1. Tenant covenants and agrees that Maryjo Zweig and Steven
13 Zweig (collectively, "Guarantors") will execute and deliver a guaranty (the "**Guaranty**")
14 for the Term of the Lease. Guarantors shall execute the Guaranty, attached hereto as
15 **Exhibit A** and incorporated herein by reference, upon the mutual execution of this Lease.

16 VII. USE AND OPERATION OF PREMISES

17
18 Section 7.1. Tenant shall use the Premises for operating a law office, and for no
19 other purposes without Landlord's prior written consent, which consent may be withheld
20 in Landlord's sole discretion. Tenant shall be permitted to place and utilize the seating
21 currently placed in the hallway and shall have unrestricted access to the janitorial closet
22 located between the two restrooms closest to the Premises. Tenant shall also be permitted
23 to maintain televisions and a sound system in the Premises.

24 Section 7.2. Tenant's use of the Premises as provided in Section 7.1 shall be in
25 accordance with the following:

26 Section 7.2.1. Tenant shall not do any act or engage in any activities which
27 would result in a cancellation or increase in the rate of any insurance covering the
28 Professional Building.

29 Section 7.2.2. Tenant shall Tenant shall keep the Premises in a safe, sanitary,
30 clean and proper manner and condition and comply with all laws, regulations, development
31 permits, zoning regulations, rulings, ordinances, agreements or bylaws concerning the
32 Premises or Tenant's use of the Premises.

33
34 Section 7.2.3. Tenant shall not use the Premises in any manner which will
35 constitute waste, nuisance, or unreasonable annoyance.

36 Section 7.2.4. Tenant shall not intentionally do anything in the Premises that
37 will cause damage to the Premises. The Premises shall not be electrically overloaded. No
38 machinery, apparatus or other appliance shall be used or operated in or on the Premises

1 that will in any manner injure, vibrate or shake the Premises or cause unreasonable noise
2 to be transmitted to the public.

3 Section 7.2.5. Tenant shall not cause or permit any hazardous material to be
4 brought upon, kept or used in, or about the Premises by Tenant, its agents, employees,
5 contractors, or invitees. If Tenant breaches the obligations stated in the preceding
6 sentence, or if the presence of hazardous material on the Premises caused, or permitted by
7 Tenant results in contamination of the Premises, or if contamination of the Premises by
8 hazardous material otherwise occurs for which Tenant is responsible to Landlord for
9 resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from
10 any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

11 Section 7.3. Tenant shall not place or allow to be placed any permanent signs clearly
12 visible and readable from (and intended to advertise to) areas outside of the Premises,
13 upon, in or about the said Premises or any part thereof, except in compliance and
14 conformity with a sign permit issued by the Landlord in its governmental capacity. Further,
15 no sign shall be placed upon the Premises or the Professional Building by Tenant without
16 the prior written consent of Landlord, which consent shall not be unreasonably withheld.
17 Tenant is responsible for providing design and signage at Tenant's sole cost and expense. In
18 case Landlord shall deem it necessary to remove any such signs in order to paint or make
19 any repairs, alterations or improvements in or upon said Premises or any part thereof, they
20 may be so removed, but shall be replaced at Landlord's expense when the said repairs,
21 alterations or improvements shall have been completed. Any signs permitted by Landlord
22 shall be maintained by Tenant at its sole cost and shall at all times conform with all codes
23 or ordinances of the Town of Breckenridge, or other laws and regulations applicable
24 thereto.

25 Section 7.4. Tenant shall not cause or permit any violation of the Americans with
26 Disabilities Act (the "**ADA**") to occur on, or about the Premises by Tenant, its agents,
27 employees, contractors, or invitees. Tenant shall indemnify, defend and hold Landlord
28 harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or
29 losses (including, without limitation, diminution in value of the Premises, damages for the
30 loss or restriction of use of rentable or usable space, damages arising from any adverse
31 impact on marketing of space, and sums paid in settlement of claims, attorneys' fees,
32 consultation fees and expert fees) that arise during or after the Term as a result of such
33 violation. This indemnification of Landlord by Tenant includes, without limitation, costs
34 incurred in connection with any investigation of site conditions or any remedial work
35 required by any federal, state, or local governmental agency or political subdivision
36 because of any ADA violation present on or about the Premises. Tenant shall be permitted
37 to make such alterations to the Premises as may be necessary to comply with the ADA, at
38 Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the
39 foregoing, if the presence of any ADA violation on the Premises caused or permitted by
40 Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at
41 its sole expense as are required by any authority to comply with the ADA; provided that

1 Landlord's consent to such actions shall first be obtained, which shall not be reasonably
2 withheld.

3 Section 7.5. Tenant shall allow no auction, fire, liquidation, relocation, sheriff's,
4 receiver's distress, or bankruptcy sale in the Premises without the previous written
5 consent of the Landlord.

6 Section 7.6. Tenant's use of the Premises shall conform with and be subject to any
7 and all rules and policies the Landlord (or any condominium association for the
8 Professional Building ("**Association**") may adopt concerning use of the Professional
9 Building and the Common Area. for all tenants a Tenant shall use its best efforts to cause its
10 agents, employees, customers, invitees, licensees and concessionaries to comply with such
11 rules and policies.

12 **VIII. MAINTENANCE**

13
14 Section 8.1. Subject to Tenant's obligation to pay Additional Rent provided for in
15 Section IV, Landlord shall maintain the foundation, exterior walls, roof, and mechanical
16 systems of the Professional Building. Landlord shall provide janitorial services for the
17 purposes of daily cleaning of public restrooms and public walkways. The Association shall
18 maintain all common area walkways, signage on shared sign posts, landscaping, and
19 exterior lighting in good repair. All costs incurred by Landlord in performing the work and
20 duties described in this Section 8.1 shall be included in the CAM. Landlord shall use
21 reasonable efforts to cause any necessary repairs to be made promptly; provided, however,
22 that Landlord shall have no liability whatsoever for any delays in causing such repairs to be
23 made, including, without limitation, any liability for injury to or loss of Tenant's business,
24 nor shall any delays entitle Tenant to any abatement of Rent and Additional Rent or
25 damages, or be deemed an eviction of Tenant in whole or in part. Failure by the
26 Association to maintain the common areas, or other related agreements, shall expressly not
27 be a default by Landlord of any maintenance obligations hereunder.

28 Section 8.2. Tenant shall keep all of the Premises not required to be maintained by
29 Landlord and the Association under Section 8.1, including, without limitation, all
30 equipment, facilities and fixtures therein contained, all mechanical systems within the
31 Premises, in good order, condition and repair, in a neat, clean, sanitary and safe condition,
32 and in accordance with all applicable laws, ordinances and regulations of any governmental
33 authority having jurisdiction. Tenant shall permit no waste, damage, or injury to the
34 Premises. The Tenant's obligation to maintain the interior of the Premises shall specifically
35 include the obligation to maintain the Premises, including the furniture, fixtures, walls and
36 flooring, in a condition that is at the same standards of maintenance and repair as a first-
37 class commercial property. The Tenant's maintenance obligation with respect to the
38 fixtures, furniture, furnishings and equipment shall specifically include the obligation to
39 repair, restore and replace obsolete, broken, run-down, and worn out items on a regular
40 basis. The term equipment as used herein shall include all mechanical equipment located
41 within the Premises, including but not limited to heating and plumbing equipment and

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1 fixtures, and kitchen equipment and fixtures, if any. As set forth and subject to the
2 requirements set forth in Section 7.3 above, Tenant shall be responsible for the
3 maintenance and repair of any and all signs permitted on the Premises regarding Tenant's
4 business attached to the Professional Building.

5 Section 8.4. Tenant shall keep the exterior and the interior of all windows and the
6 glass in any doors or displays, clean and, in the event any such windows or glass in doors is
7 cracked or broken, shall forthwith, at Tenant's own expense, replace all such glass with
8 glass of the same quality, unless such replacement is required as the result of breakage
9 caused by the act or omission of Landlord, its customers, invitees, agents and employees.

10 **IX. ALTERATIONS**

11
12 Section 9.1. No alterations, additions, or improvements, including, but not limited
13 to, the provision or installation of electrical outlets or lines, lighting fixtures, plumbing lines
14 or fixtures, or other equipment required by Tenant, shall be made, and no fixtures shall be
15 installed or attached to the Premises without Landlord's prior written approval, which
16 shall not be unreasonably delayed or withheld, of plans and specifications provided by
17 Tenant at its sole cost and expense. In addition, Landlord reserves the right of reasonable
18 approval of Tenant's selection of all third party contractors performing work on Tenant's
19 improvements, and, in order to provide Landlord an opportunity both to exercise this right
20 and to post or serve notices of non-liability, Tenant shall provide Landlord with a written
21 list of all third party contractors who will be performing work on Tenant's improvements
22 at least ten (10) days prior to the beginning of any such work.

23 Section 9.2. Tenant shall furnish such indemnification against liens, costs, damages
24 and expenses as may be reasonably required by Landlord. Except as hereinafter provided,
25 Tenant shall not make any structural alterations in or additions to the Premises. If
26 structural or non-structural alterations or additions become necessary because of the
27 application of laws or ordinances or other directions, rules or regulations of any regulatory
28 authority having jurisdiction over the Premises or the business carried on by Tenant, or
29 because of any wrongful act or default on the part of Tenant, or because Tenant has
30 overloaded an electrical or other facility, Tenant shall make such alterations and additions
31 at its own cost and expense after first obtaining Landlord's written approval of plans and
32 specifications and furnishing such indemnification against liens, costs, damages and
33 expenses as Landlord may reasonably require.

34 Section 9.3. Unless otherwise provided herein, all alterations, additions or
35 improvements when made, installed, or attached to the Premises by Tenant, not including
36 trade fixtures of Tenant, shall belong to and become the property of Landlord and shall be
37 surrendered with the Premises as part thereof upon the expiration or sooner termination
38 of this Lease, without hindrance, molestation or injury. Notwithstanding that the
39 alterations, additions, or improvements may have become an integral part of the Premises,
40 Landlord may require Tenant to remove all or any part of such alterations, additions,
41 improvements, or fixtures, including without limitation the walls erected by Tenant, at the

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1 expiration or earlier termination of this Lease, restoring the premises to the same
2 condition existing at the beginning of the original term, ordinary wear and tear excepted. If
3 Landlord does so require, Tenant shall repair all damages resulting from such removal and
4 should Tenant fail to remove such alterations, additions, improvements or fixtures or fail to
5 repair damages resulting from such removal, Landlord may remove the same or make such
6 repairs for Tenant's account, and Tenant shall pay to Landlord, on demand, an amount
7 equal to Landlord's costs incurred in such removal or repair.

8 Section 9.4. All work with respect to any permitted alterations, additions, or
9 improvements, shall be done at Tenant's sole cost and expense in a good and workmanlike
10 manner, strictly in accordance with the plans and specifications required to have been
11 approved by Landlord. In doing said work, other Tenants of Landlord shall not be
12 adversely affected nor unreasonably inconvenienced. Tenant shall, at its own expense,
13 obtain all necessary building or other permits or approvals required by appropriate
14 governmental authorities prior to beginning such work. If any mechanics' or other liens
15 shall be created or filed against the Premises by reason of labor performed or materials
16 furnished for Tenant in the alteration, addition or repair to any building or improvement,
17 Tenant shall, within ten (10) days thereafter, at Tenant's own cost and expense, cause such
18 lien or liens, and any related notices, to be satisfied and discharged of record, unless Tenant
19 promptly disputes such lien or liens and protects Landlord with title insurance, a bond, or a
20 cash deposit reasonably satisfactory to Landlord. Failure to do so shall entitle Landlord to
21 resort to such remedies as are provided herein in the case of any default of this Lease, in
22 addition to such as are permitted by law.

23 Section 9.5. Any goods, inventory, equipment, trade fixtures or other personal
24 property of Tenant, whether affixed or not affixed to the Premises, not removed by Tenant
25 upon the termination of this Lease, or upon any quitting, vacating or abandonment of the
26 Premises by Tenant, or upon Tenant's eviction, shall be considered abandoned if not
27 removed within ten (10) days after notice from Landlord, and, if not removed within such
28 ten (10) days, Landlord shall have the right to sell or otherwise dispose of the same at the
29 expense of Tenant, and shall not be accountable to Tenant for any part of the proceeds of
30 such sale, if any.

31 Section 9.6. As provided in Colorado Revised Statutes §§ 39-26-117(1)(b) and 39-
32 26-205(3), both as amended from time to time, the Premises and all of the improvements
33 made to or installed in the Premises (whether constructed by, for or at the expense of
34 Landlord or Tenant), all of which shall be deemed property owned by Landlord, shall be
35 exempt from any lien for sales and use taxes otherwise imposed by the taxing authorities of
36 the State of Colorado. In order to secure this exemption from the date of execution of this
37 Lease, upon execution of this Lease, Landlord and, at Landlord's request, Tenant, shall
38 execute a memorandum of this Lease for filing with the Colorado Department of Revenue,
39 such memorandum to be in such form as may be prescribed by that Department.

40 X. UTILITIES AND SERVICES
41

1 Section 10.1. Tenant shall be responsible for contracting for and paying for all
2 electric, gas, telephone, cable and internet utility services, and any other separately
3 metered utilities provided to the Premises. Landlord, as part of CAM, will contract and pay
4 for all trash, water and sewer utility services provided to the Premises; provided, however,
5 in the event these utilities are metered separately in the future, Tenant shall contract
6 directly with utility providers not paid by Landlord, and all utility payments shall be
7 directed to the respective utility providers.

8 **XI. INSURANCE AND INDEMNIFICATION**
9

10 Section 11.1. The Tenant shall be responsible for any liability or damages and shall
11 indemnify and save Landlord harmless from any liability or damages for any loss, cost,
12 damage or expense (including reasonable attorneys' fees and expert witness fees) arising
13 out of any accident or other occurrence due to the negligence of the Tenant, its employees,
14 agents, servants, customers or other invitees.

15 Section 11.2. Landlord shall not be liable to Tenant for any damage to Tenant or
16 Tenant's personal property, fixtures, or Tenant improvements from any cause except when
17 such damage is the result of the negligence of Landlord, the Association, or their authorized
18 agents. Tenant waives all claims against Landlord for damage to persons or property
19 arising for any other reason.

20 Section 11.3. Landlord shall not be liable to Tenant for any damage occasioned by
21 plumbing, electrical, gas or other utility systems or facilities, for any damage resulting from
22 the leakage of water through any roof, wall, skylight or vent, or for any damage arising from
23 the acts or negligence of Tenant or other occupant of adjacent property, except where such
24 damage results from negligence of Landlord.

25 Section 11.4. Tenant shall maintain in full force and effect from the Effective Date
26 through the entire term of this Lease, at its own expense, the following policy or policies of
27 insurance:

28 Section 11.4.1. Comprehensive general liability insurance, including
29 property damage, insuring Landlord and Tenant from and against all claims, demands,
30 actions or liability for injury to or death of any persons, and for damage to property arising
31 from or related to the use or occupancy of the Premises or the operation of Tenant's
32 business with a liability limit of no less than One Million Dollars (\$1,000,000.00) per
33 occurrence with Two Million Dollars (\$2,000,000.00) aggregate per year. This policy must
34 contain coverage for Premises and operations, products and completed operations, blanket
35 contractual, personal injury, bodily injury and property damage. This insurance shall
36 include a contractual coverage endorsement specifically insuring the performance by
37 Tenant of its indemnity agreement contained in this Article XI. Such insurance shall name
38 Landlord and Landlord's mortgagee, if any, as an additional insured.

39 Section 11.4.2. Cause of Loss - "Special Form" property insurance, for the

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1 mutual benefit of Tenant, Landlord, and Landlord's mortgagee, if any, covering any
2 improvements and structures included as part of the Premises, the Improvements, and all
3 of Tenant's personal property and trade fixtures located on the Premises in an amount
4 equal to at least one hundred percent (100%) of the full replacement cost thereof. Such
5 insurance shall name Landlord and Landlord's mortgagee, if any, as an additional insured.
6 As often as any such policy expires or terminates, a renewal or replacement policy
7 providing similar coverage shall be obtained by Tenant. In the event of fire or other
8 casualty, proceeds of such policy shall be payable to Tenant and Landlord, as their
9 respective interests may appear.

10 Section 11.4.3. Worker's compensation insurance with a limit of no less than
11 that amount required by law.

12 Section 11.5. All policies of insurance described in this Article XI which Tenant is to
13 procure and maintain, shall be issued by responsible companies, reasonably acceptable to
14 Landlord and qualified to do business in the State of Colorado, and shall name Landlord as
15 an additional insured. Certificates of such insurance will be delivered to Landlord no later
16 than ten (10) days after the Effective Date and within thirty (30) days prior to the
17 termination or expiration of the term of each existing policy. All liability and property
18 damages policies procured and maintained by Tenant will contain the following provisions:
19 Landlord, although named as an additional insured, will nevertheless be entitled to
20 recovery under said policies for any loss occasioned to it, its servants, agents and
21 employees by reason of the negligence of Tenant, its officers, agents or employees; and the
22 company writing such policy will agree to give Landlord no less than thirty (30) days'
23 notice in writing prior to any cancellation, reduction, or modification of such insurance. All
24 policies procured and maintained by Tenant, as required by Section 11.4.1. will be written
25 as primary policies, not entitled to contribution from, nor contributing with any coverage
26 which Landlord may carry.

27 Section 11.6. Tenant's obligations to carry the insurance required by this Lease may
28 be brought within the coverage of a so-called blanket policy or policies of insurance carried
29 and maintained by Tenant, so long as Landlord will be named as additional insured under
30 such policies as its interest may appear; the coverage afforded to Landlord will not be
31 reduced or diminished by reason of the use of such blanket policy of insurance; and all
32 other requirements set forth in this Article XI are otherwise satisfied.

33 Section 11.7. If Tenant fails either to acquire the insurance required pursuant to
34 this Article XI or to pay the premiums for such insurance or to deliver required certificates,
35 Landlord may, in addition to any other rights and remedies available to Landlord for
36 default, acquire such insurance and pay the requisite premiums from them. Such
37 premiums will be payable by Tenant to Landlord immediately upon demand as Additional
38 Rent.

39 Section 11.8. Tenant will not carry any merchandise, stock of goods, or do anything
40 or permit its employees, guests and invitees to do anything in or about the Premises which

COMMERCIAL LEASE

1 will in any way increases Landlord's insurance rates on the Premises. Tenant agrees to pay
2 to Landlord upon demand the amount of any increase in premiums for Landlord's
3 insurance resulting from the above, whether or not Landlord has consented to the act on
4 the part of Tenant or its employees, guests and invitees.

5 **XII. DAMAGE OR DESTRUCTION**
6

7 Section 12.1. In the event the Premises is damaged by fire or other peril covered by
8 "all risk" insurance and the Landlord decides to restore the Premises and the insurance
9 proceeds are made available to Landlord, Landlord agrees to repair the same, and this
10 Lease shall remain in full force and effect. The Tenant shall be obligated to promptly
11 restore and replace all of the furnishings, trade fixtures, leasehold improvements,
12 equipment and other personal property used in connection with the operation of the
13 Tenant's business.

14 Section 12.2. In the event the Premises is damaged as a result of any cause other
15 than the perils covered by "all risk" coverage insurance and the Landlord decides to restore
16 the Premises, then Landlord shall repair the same. If the Landlord decides not to restore
17 the Premises, then Landlord shall have the option: (i) to repair or restore such damage, this
18 Lease continuing in full force and effect, or (ii) to give notice to Tenant at any time within
19 sixty (60) days after such damage, terminating this Lease as of the date specified in such
20 notice, which date shall be no more than thirty (30) days after the giving of such notice.

21 Section 12.3. Landlord shall not be required to repair any damage by fire or other
22 cause, or to make any repairs or replacements of any leasehold improvements, fixtures or
23 other personal property of Tenant. Unless Landlord has notified Tenant that the Lease
24 shall be terminated, Tenant shall be required to restore all leasehold improvements,
25 fixtures or personal property to their condition prior to the date of such damage not later
26 than fifteen (15) days after the date by which Landlord has repaired damage to the
27 Premises, whether or not insurance proceeds are available to Tenant for such purpose. All
28 Tenant's work undertaken pursuant to this Article XII shall be completed in compliance
29 with this Lease.

30 **XIII. CONDEMNATION**
31

32 Section 13.1. If during the Term the whole or substantially all of the Premises shall
33 be taken as a result of the exercise of the power of eminent domain, or sold under the
34 threat of the exercise of said power, this Lease shall terminate as of the date of vesting of
35 title of the Premises pursuant to such proceeding. Substantially all of the Premises shall be
36 deemed to have been taken if a taking under any such proceeding shall involve such an area
37 that Tenant cannot reasonably operate in the remainder of the Premises the business being
38 conducted on the Premises at the time of such proceeding.
39

40 Section 13.2. If, during the Term, less than the whole or less than substantially all of
41 the Premises shall be taken in any such proceeding or sold under the threat thereof, this

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1 Lease shall not terminate. The rent thereafter due and payable by Tenant shall be abated in
2 such just proportion as the nature, value and extent of the part so taken or sold bears to the
3 whole of the Premises, and Landlord shall, as necessary, proceed to repair, restore and
4 place in proper condition for use and occupancy the part of the improvements on the
5 Premises not so taken.
6

7 Section 13.3. Any award granted for either partial or total taking shall be the sole
8 property of Landlord, and Tenant shall have no claim therein except that Tenant shall be
9 entitled to that portion of the award representing the value of such interests as Tenant may
10 have at the time of such taking and such damages, if any, as may be payable by the
11 condemning authority for relocation expense or other damage to Tenant's business, not
12 including any value attributable to this Lease or Tenant's right to lease at the rental rate in
13 effect at the time of such condemnation.
14

15 Section 13.4. The temporary taking of the Premises or any part thereof by any
16 public or quasi-public authority shall constitute a taking of the Premises only when the use
17 and occupancy by the taking authority has continued for longer than ninety (90)
18 consecutive days. During the ninety (90) day period all provisions of this Lease shall
19 remain in full force and effect except that the Rent shall be reasonably abated during such
20 period based on the extent to which the taking interferes with Tenant's use of the Premises.
21 Landlord shall be entitled to any award which may be paid for the use and occupation of
22 the Premises for the period involved.

23 XIV. ASSIGNMENT, SUBLETTING AND LICENSING 24

25 Section 14.1. Landlord shall have the right to transfer, assign, encumber, sell or
26 convey, in whole or in part, its interest in the Premises, and Landlord shall have the right to
27 transfer, assign, sell or convey its rights and obligations under this Lease including a
28 transfer to a purchaser. Within thirty (30) days after notice from Landlord, Tenant shall
29 execute and deliver to Landlord, in recordable form, a certificate reasonably satisfactory to
30 Landlord stating that this Lease is unmodified and in full force and effect, or in full force
31 and effect as modified, and stating the modification. The certificate shall also state the
32 amount of Rent paid during the preceding twenty-four (24) month period and the date to
33 which the rent has been paid. Failure to deliver the certificate within the thirty (30) day
34 period shall be conclusive upon Tenant that the Lease is in full force and effect and has not
35 been modified except as may be represented by Landlord in the certificate. Such failure
36 shall also, at Landlord's election, be deemed a default. Furthermore, if Tenant fails to
37 deliver the certificate within the thirty (30) day period, Tenant irrevocably appoints
38 Landlord as its special attorney-in-fact to execute and deliver the certificate to any third
39 party. At Landlord's request, Tenant shall furnish such financial information concerning
40 Tenant as may be reasonably required by a construction or permanent lender or purchaser
41 for the Premises.

42 Section 14.2. Tenant shall not assign this Lease or sublet the Premises or any part

1 thereof without the prior written consent of Landlord, which consent may be withheld in
2 Landlord's sole discretion. [As a condition to assignment to an entity, the majority owner of
3 the proposed assignee, or if the majority owner is an entity, the individual who is the
4 majority owner of the owner of the assignee, shall be required to execute and deliver a
5 personal guaranty in a form acceptable to Landlord.] If Tenant is a corporation, limited
6 liability company, or other entity that is not a natural person, any change in ownership of
7 more than thirty percent (30%) (over any period) of the ownership interest shall be
8 deemed an assignment of the Lease requiring the consent of Landlord hereunder. In the
9 event an assignment or sublease is permitted, all payments from assignee or sublessee
10 shall be made directly by said party to Landlord, and not through Tenant.

11 Section 14.2.1. In the event Tenant should desire to assign this Lease or sublet the
12 Premises or any part thereof, Tenant shall submit a written request ("**Request to Assign**")
13 to Landlord at least ninety (90) days in advance of the date on which Tenant desires to
14 make such assignment or sublease. Tenant's Request to Assign shall specify all of the terms
15 of said proposed sublease or assignment, the name and social security number of the
16 individual who will guaranty the Lease, as well as the name and address of each proposed
17 assignee or subtenant and guarantor, provided that should the proposed assignee or
18 subtenant be a business entity, Tenant shall also provide the names of the owners,
19 members or shareholders for the proposed entity and their respective shares or
20 percentage of ownership/interest. Included in the Request to Assign, Tenant shall provide
21 current and complete financial statements (including a balance sheet, income statement
22 and copies of federal tax returns for the previous two (2) years) of each proposed assignee
23 or subtenant and guarantor, as well as evidence of experience and success in operating a
24 commercial business. Landlord shall have a period of twenty (20) days following receipt of
25 Tenant's Request to Assign within which to notify Tenant in writing whether: Landlord (i)
26 consents to the assignment of this Lease or the sublease of such space for the duration
27 specified by Tenant in its notice; (ii) rejects the proposed assignment or sublease; or (iii)
28 requests additional information in order to reach a determination on the proposed
29 assignment or sublease. In the event more information is requested, Landlord shall have
30 ten (10) days following receipt of such additional information to deny or approve the
31 Request to Assign.

32 Section 14.2.2. In any case where Landlord consents to an assignment or
33 sublease of the Premises, the undersigned Tenant will remain liable for the performance of
34 all of the covenants, duties, and obligations in this Lease, including, without limitation, the
35 obligation to pay all rent and other sums to be paid, and Landlord shall be permitted to
36 enforce the provisions of this Lease against the undersigned Tenant and/or any assignee or
37 sublessee and guarantor without demand upon or proceeding in any way against any other
38 person.

39 Section 14.2.3. Regardless of whether Landlord consents to an assignment,
40 sublease, license, or occupancy, or use by another person or entity actually occurs, Tenant
41 shall reimburse Landlord, upon demand, for Landlord's reasonable expenses and attorneys'
42 fees incurred in conjunction with the review and documentation of any such assignment,

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1 sublease, license or occupancy or use by another person or entity for which Landlord's
2 consent is requested, and payment of such expenses and fees may be a condition of the
3 granting of Landlord's consent.

4 Section 14.3. No interest of Tenant in the Premises may be assigned by operation of
5 law and each of the following acts shall be considered an involuntary assignment and
6 constitute a default by Tenant under this Lease:

7 Section 14.3.1. The bankruptcy or insolvency of Tenant, the making of an
8 assignment of the benefit of creditors or institution by Tenant or another of a proceeding
9 under the Bankruptcy Act, in which Tenant is the bankrupt; or, if Tenant is a partnership or
10 consists of one or more persons or entities, the bankruptcy, insolvency or the making of an
11 assignment for the benefit of creditors by any partner of the partnership or other person or
12 entity.

13 Section 14.3.2. The levy of a writ of attachment or execution on this Lease,
14 which is not set aside or discharged within sixty (60) days.

15 Section 14.3.3. The appointment of a receiver with authority to take
16 possession of the Premises in any proceeding or action in which Tenant is a party.

17
18 **XV. DEFAULT**

19
20 Section 15.1. In addition to other defaults set forth in this Lease, the following shall
21 be deemed to be events of default by Tenant under this Lease:

22 Section 15.1.1. Tenant shall fail to pay any installment (or portion thereof)
23 of the Rent or Additional Rent (collectively, "**Rent Obligations**") required to be paid under
24 this Lease when due and such failure to pay shall continue for a period of three (3) days
25 after written notice is given to Tenant.

26 Section 15.1.2. Tenant shall vacate any substantial portion of the Premises
27 for a period in excess of ten (10) days.

28 Section 15.1.3. Tenant shall fail to comply with any term, provision or
29 covenant of this Lease, other than the payment of Rent Obligations and the failure is not
30 cured within twenty (20) days after notice is given to Tenant. If the default cannot be
31 cured within twenty (20) days, Tenant shall not be in default if Tenant commences to cure
32 and notifies Landlord of the schedule for completion within the twenty (20) day period,
33 and diligently and in good faith continues to cure the default, but in no event shall the cure
34 period be greater than forty five (45) days. Provided, however, if the Tenant is in default
35 under any individual term or provision of this Lease on more than two (2) occasions in a
36 consecutive twelve (12) month period, then the right to cure such event of default shall no
37 longer exist and shall constitute grounds for termination of this Lease.

1 Section 15.2. Upon the occurrence of an event of default, Landlord shall have
2 the option to pursue any one or more of the following remedies with or without notice or
3 demand in addition to any other remedies provided by law:

4 Section 15.2.1. Landlord can continue this Lease in full force and effect and
5 shall have the right to collect rent when due plus attorneys' fees and costs incurred by
6 Landlord in the collection of rent from Tenant. Landlord can enter the Premises and relet
7 them or any part of them to third parties for Tenant's account. Reletting may be for a
8 period shorter or longer than the remaining term of this Lease. Tenant shall pay to
9 Landlord the Rent Obligations due under this Lease on the dates when rent is due less the
10 rent Landlord receives from any reletting. Upon demand, Tenant shall be liable to Landlord
11 for all costs incurred in reletting the Premises, including, without limitation, broker's
12 commissions, attorneys' fees and like costs.

13 Section 15.2.2. Landlord can terminate Tenant's right to possession of the
14 Premises at any time by giving written notice. No other act by Landlord shall terminate
15 this Lease. Upon termination, Landlord has the right to recover from Tenant accrued and
16 unpaid rent prorated to the date of termination, the value of unpaid rents from the date of
17 termination to the date of a judicial award or other settlement less rent losses which could
18 reasonably have been avoided, the value of rents from the date of a judicial award or other
19 settlement to the date of expiration of the Lease less amounts of rent loss which Tenant
20 proves can be reasonably avoided by Landlord, and any other amounts including court
21 costs, attorneys' fees and broker's commissions, which are necessary to compensate
22 Landlord for all detriment proximately caused by Tenant's default. For the purposes of this
23 Section 15.2.2., the value of the future rents shall be equal to Rent.

24 Section 15.3. Landlord, at any time after Tenant commits a default, and appropriate
25 notice has been given without cure by Tenant, may cure the default. Any sum so paid by
26 Landlord in curing a default shall constitute Additional Rent due from Tenant and shall be
27 payable within ten (10) days after the making of demand therefor.

28 Section 15.4. No waiver of any provision in this Lease by Landlord shall be effective
29 unless it is set forth in a written instrument signed by Landlord. No waiver of any provision
30 in this Lease will imply or constitute a waiver of that or any other condition or agreement.
31 No failure of Landlord to enforce any right or remedy under this Lease will be a waiver of
32 the right or remedy. No act or thing done by Landlord or Landlord's agents during the Term
33 will be deemed an acceptance of a surrender of the Premises, and no agreement to accept a
34 surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys
35 to any employee or agent of Landlord will not constitute a termination of this Lease or
36 surrender of the Premises unless Landlord has entered into a written agreement to that
37 effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the rent
38 or other charges stipulated in this Lease will be deemed to be anything other than a
39 payment on account of the earliest stipulated rent. No endorsement or statement on any
40 check, or any letter accompanying any check or payment of rent, will be deemed an accord
41 and satisfaction. Landlord will accept the check for payment without prejudice to

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1 Landlord's rights to recover the balance of such rent or to pursue any other remedy
2 available to Landlord. If this Lease is assigned, or if the Premises or part of the Premises are
3 sublet or occupied by anyone other than Tenant, Landlord may collect rent from the
4 assignee, subtenant or occupant and apply the net amount collected to rent reserved in this
5 Lease. That collection will not be deemed a waiver of the covenant in this Lease against
6 assignment and subletting, or the acceptance of the assignee, subtenant or occupant as
7 Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in
8 this Lease. The covenants set forth in the Lease are independent. Tenant shall have no right
9 to withhold or set off any Rent due Landlord.

10 Section 15.5. Landlord shall be in default of this Lease if it fails or refuses to
11 perform any provision of this Lease that it is obligated to perform if the failure is not cured
12 within twenty (20) days after notice of the default has been given to Landlord by Tenant. If
13 the default cannot be cured within twenty (20) days, Landlord shall not be in default if
14 Landlord commences to cure within the twenty (20) day period and diligently and in good
15 faith continues to cure the default. Landlord shall not be in default of this Lease if the
16 Association fails to maintain common elements and common areas in the Project.

17 Section 15.6. **LANDLORD AND TENANT HEREBY MUTUALLY WAIVE ANY AND**
18 **ALL RIGHTS WHICH EITHER PARTY MIGHT OTHERWISE HAVE TO REQUEST A TRIAL**
19 **BY JURY IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT**
20 **JURISDICTION IN ANY ACTION ARISING FROM OR PERTAINING TO THIS LEASE.**

21 XVI. LANDLORD'S RIGHT OF ENTRY
22

23 Section 16.1. Landlord shall have the right, whenever the Premises are open for
24 business, to enter the Premises for the purposes of making inspections. Upon reasonable
25 advance notice to Tenant, Landlord shall have the right, at all reasonable hours, to enter the
26 Premises for the purposes of making repairs, restoring the Premises, or making alterations
27 or additions to the Professional Building as Landlord may deem necessary or desirable,
28 curing a default of Tenant, posting notices allowed under this Lease, posting "for sale" or
29 "for lease" signs during the last three (3) months of the Term or showing the Premises to
30 prospective brokers, agents or purchasers. Landlord's entry of the Premises for the
31 purposes of making repairs or alterations or additions to the Professional Building that
32 impact the Premises shall be made only after giving Tenant oral notice at least twenty-four
33 (24) hours in advance, except in the event of any repairs deemed by Landlord to be of an
34 emergency nature. Landlord shall not be liable for any unreasonable inconvenience,
35 disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto
36 the Premises except damage resulting from the acts or omissions of Landlord or its
37 authorized representatives. Tenant shall not be entitled to an abatement or reduction in
38 Rent if Landlord exercises any rights reserved under this Section 16.1, unless Landlord or
39 its representative's presence on the Premises continues for an extended amount of time or
40 significantly impairs Tenant's use of the Premises. Landlord shall conduct its activities on
41 the Premises as allowed in this Section 16.1 in a manner that will cause the least possible
42 inconvenience, annoyance, or disturbance to Tenant.

COMMERCIAL LEASE

1 XVII. SURRENDER OF PREMISES & HOLDING OVER

2
3 Section 17.1. Upon expiration of the Term, Tenant shall surrender to Landlord the
4 Premises and all Tenant's improvements and alterations in good condition, ordinary wear
5 and tear excepted. Tenant also shall remove all of Tenant's personal property that remain
6 on the Premises. If any such personal property is left remaining upon the Premises upon
7 termination or expiration of the Term, after ten (10) days written notice to Tenant,
8 Landlord may retain or dispose of any such personal property without liability to Tenant
9 for any damage resulting from such retention or disposition.

10 Section 17.2. If Tenant fails to surrender the Premises to Landlord within the time
11 provided in Section 17.1, Tenant shall hold Landlord harmless from all damages resulting
12 from Tenant's failure to surrender the Premises, including, without limitation, claims made
13 by a succeeding Tenant resulting from Tenant's failure to surrender the Premises.

14 Section 17.3. If Tenant, with Landlord's consent, remains on the Premises after the
15 time provided in Section 17.1, such holding over shall be deemed to be a month-to-month
16 tenancy terminable upon ten (10) days' notice given at any time by either party. All
17 provisions of this Lease, except those pertaining to term, shall apply to the month-to-month
18 tenancy.

19 Section 17.4. In the event of holding over by Tenant after the time provided in
20 Section 17.1 without consent of Landlord, the hold over shall be a tenancy at will and all the
21 terms of this Lease shall be applicable during that period except that Tenant shall pay
22 Landlord as Rent an amount equal to one-hundred and fifty percent (150%) of the last
23 month's Rent paid under the Lease and Additional Rent. Tenant shall vacate and deliver
24 the Premises to Landlord within ten (10) days upon receipt of notice from Landlord to
25 vacate. No holding over by Tenant, whether with or without consent of Landlord, shall
26 operate to extend this Lease.

27 XVIII. SECURITY INTEREST

28
29 Section 18.1. Tenant hereby grants to Landlord a first lien against and a security
30 interest in any and all of Tenant's furniture, fixtures, equipment and inventory located on
31 the Premises whenever acquired, their proceeds and the proceeds of any and all insurance
32 policies carried thereon as and for additional security for the faithful performance by
33 Tenant of all of its obligations hereunder. Tenant agrees to execute and deliver to
34 Landlord, upon request, such additional documents as Landlord may require, to establish
35 and perfect such security interest, including, without limitation, a financing statement in a
36 form satisfactory to Landlord, which is to be executed and delivered by Tenant to Landlord.
37 The exercise by Landlord of any rights in and to such furniture, fixtures, equipment and
38 inventory, upon default hereunder, shall be governed by Article IX of the Colorado Uniform
39 Commercial Code, as in effect at the time of such default, but such exercise shall not
40 preclude Landlord from exercising any or all other rights and remedies hereunder or as
41 provided by law or herein.

1 XIX. SUBORDINATION AND ESTOPPEL

2
3 Section 19.1. Tenant agrees that this Lease shall be subordinate to any
4 encumbrance affecting the Premises now of record or recorded after the date of this Lease,
5 provided that Tenant is granted a reasonable non-disturbance agreement. Such
6 subordination is and shall be effective without further act of Tenant. In the event of
7 foreclosure by the holder or beneficiary of any encumbrance recorded after the date of this
8 Lease, Tenant's right to possession of the Premises pursuant to the terms of this Lease,
9 shall continue, provided that Tenant is not in default and all rent payments are current and
10 provided further that Tenant shall attorn to such holder or beneficiary as may take title to
11 the Premises through foreclosure.

12 Section 19.2. Tenant agrees, at any time and from time to time, to execute,
13 acknowledge and deliver to Landlord, upon Landlord's request, any documents and
14 instruments which may reasonably be required by Landlord or by the holder or beneficiary
15 of a mortgage or deed of trust to evidence or effectuate such subordination. Tenant further
16 agrees, at any time and from time to time, to execute, acknowledge and deliver to Landlord,
17 a statement in writing certifying that this Lease is unmodified and in full force and effect,
18 or, if there have been modifications, that the same is in full force and effect as modified and
19 stating the modifications, and the dates to which any rent or other payments due
20 hereunder from Tenant have been paid in advance, if any, and stating such other
21 reasonable information about the Lease as may be requested, including, but not limited to,
22 whether or not, to the best of the knowledge and information of the Tenant, the Landlord is
23 in default in the performance of any covenant or condition of the Lease and, if so, specifying
24 each such default. It is intended that such a statement will be relied upon by the holder or
25 beneficiary, or prospective holder or beneficiary, of a mortgage or deed of trust, by
26 assignees of such holder or beneficiary or by prospective purchasers and that the Tenant
27 shall be estopped from asserting claims contrary to that which is set forth in such a
28 statement. If Tenant fails to execute and deliver any such documents, instruments or
29 statements within ten (10) days, Tenant irrevocably appoints Landlord as Tenant's special
30 attorney-in-fact to execute and deliver such documents, instruments and statements, and,
31 at Landlord's election, such failure shall be a material breach of this Lease.

32 XXI. MISCELLANEOUS

33
34 Section 21.1. If the interests of Landlord under this Lease shall be transferred by
35 reason of foreclosure or other proceedings for enforcement of any first mortgage on the
36 Premises, Tenant shall be bound to the transferee under the terms, covenants, and
37 conditions of this Lease for the balance of the term remaining, including any exercised
38 extensions or renewals, with the same force and effect as if the transferee were Landlord
39 under the Lease and Tenant agrees to attorn to the transferee, including the mortgagee
40 under any such mortgage, as its Landlord, the attornment be effective and self-operative
41 without the execution of any further instruments upon the transferee succeeding to the
42 interest of Landlord under this Lease, provided that Tenant is granted a reasonable non-

1 disturbance agreement. The respective rights and obligations of Tenant and the transferee
2 upon the attornment, to the extent of the then remaining balance of the term of this Lease
3 shall be and are the same as those set forth in this Lease.

4 Section 21.2. All notices or demands required or permitted under this Lease shall be
5 in writing and shall be effective if: (i) sent by registered or certified mail, postage prepaid,
6 and return receipt requested, with such notice or demand to be deemed given seven (7)
7 days after so deposited in the United States mail and addressed to the party at the address
8 as set forth below; or (ii) by personal delivery if sent by Federal Express, United Parcel
9 Service, or other similar delivery service, addressed to the party at the address as set forth
10 below; with such notice or demand to be deemed given upon delivery of same; or (iii) by
11 email, with proof of delivery with such notice or demand to be deemed given upon delivery
12 of the same. Either party may change its address by giving notice. Nothing in this Section
13 shall prevent the giving of notice in such manner as prescribed by the Colorado Rules of
14 Civil Procedure for the service of legal process. The initial addresses of the parties for
15 notice are:

16 Tenant:	Landlord:
17	
18 Zweig Law, PC	Town of Breckenridge
19 130 Ski Hill Rd. Ste. 200	P.O. Box 168
20 P.O. Box 204	Breckenridge, CO 80424
21 Breckenridge, CO 80424	Attn.: Rick G. Holman, Town
22 Manager	
23	

24 with a copy to:

25	
26 Breckenridge Real Estate Company, LLC	
27 Attn: Jason Swinger	
28 PO Box 5157	
29 Breckenridge, CO 80424	
30 Email: jason@realbreckenridge.com	

31 Section 21.3. Tenant shall not record this Lease or a Memorandum of Lease in any
32 public records.

33
34 Section 21.4. In the event of any default or breach of this Lease, or any provision
35 hereof, the party which is not in breach or default hereunder shall be entitled to recover
36 from the breaching or defaulting party all reasonable attorneys' fees and costs (including,
37 without limitation, expert witness fees) incurred by such non-breaching or non-defaulting
38 party in enforcing the terms and provisions of this Lease or in enforcing such party's rights
39 arising hereunder or pursuant to law.

40 Section 21.5. This Lease shall be binding and inure to the benefit of Landlord and
41 Tenant and their respective heirs, personal representative, successors and assigns.

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1 Section 21.6. This Lease shall be construed and interpreted in accordance with the
2 laws of the State of Colorado without regard to its conflict of laws rules that might require
3 it to be construed or interpreted under the laws of any other state. Venue shall be proper in
4 the state courts of Summit County, Colorado.

5 Section 21.7. Neither Landlord nor any agent of Landlord has made any
6 representations or promises with respect to the Premises except as expressly set forth in
7 this Lease. This Lease contains all the agreements of the parties and cannot be amended or
8 modified except by an agreement in writing.

9 Section 21.8. Upon Tenant paying the Rent and Additional Rent, and observing the
10 performing all of the terms, covenants and conditions contained in this Lease, Tenant shall
11 have quiet possession of the Premises for the entire term or any renewal thereof, subject to
12 all of the provisions of this Lease.

13 Section 21.9. When required by the context, the singular shall include the plural and
14 the use of any one gender shall include any other gender. The captions used herein are for
15 convenience only and shall not be considered a part of this Lease.

16 Section 21.10. The unenforceability, invalidity or illegality of any provisions of this
17 Lease shall not render any other provision unenforceable, invalid or illegal. To the extent
18 practicable, the invalid provisions shall be deemed to be amended to comply with
19 applicable law in such a way as to correspond as close as possible to the intent of the
20 parties as determined from the context.

21 Section 21.11. All indemnity obligations required by this Lease shall survive the
22 expiration or termination of this Lease and shall be fully enforceable thereafter, subject to
23 any applicable statute of limitation.

24 Section 21.11. As used in this Lease a “day” is a calendar day.

25 Section 21.13. In computing any period of time prescribed or allowed by this Lease,
26 the day of the act or triggering event from which the designated time begins to run shall
27 not be included and all references to days shall be calendar days.

28 Section 21.14. This Lease may be executed simultaneously in two (2) or more
29 counterparts, each of which shall be deemed an original and all of which, when taken
30 together, constitute one and the same document. The signatures of any party to any
31 counterpart shall be deemed a signature to, and may be appended to, any other
32 counterpart.

33 Section 21.13.The “Effective Date” of this Agreement shall be the date when the later
34 of Landlord and Tenant executes this Agreement.

35 IN WITNESS WHEREOF, the parties hereto have entered into this Lease Agreement
36 as of the day and year first above written.

COMMERCIAL LEASE

1

LANDLORD:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

Date: _____

ATTEST:

Helen Cospolich, CMC,
Town Clerk

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TENANT:

Zweig Law, PC

By: _____
Steven M. Zweig

Title: Owner

Date: _____

1 EXHIBIT A

2 GUARANTY OF LEASE

3
4 FOR VALUE received, and in consideration for, and as an inducement to the Town of
5 Breckenridge, its successors and assigns (“**Landlord**”) entering into that certain
6 COMMERCIAL LEASE with a Commencement Date of July 1, 2020 (the “**Lease**”) with
7 Zweig Law, PC (“**Tenant**”), covering the Premises legally described as Condominium
8 Unit(s) 200, according to the Condominium Map of the Sawmill Station Square
9 Commercial Building No. 1 recorded January 7, 1980, under Reception No. 201810, and as
10 defined and described in the Condominium Declaration recorded January 7, 1980 at Reception
11 No. 201809 and Amendment recorded September 14, 1084 at Reception No. 284378, all in the
12 records of the Clerk and Recorder of Summit County, Colorado, Town of Breckenridge, County
13 of Summit, State of Colorado, with an address of 130 Ski Hill Road, Unit(s) 200,
14 Breckenridge, CO 80424:

15
16 The undersigned, Steven M. Zweig and Maryjo C. Zweig, guarantee the full and
17 timely performance and observance by Tenant of all financial obligations to be performed
18 and observed by Tenant in said Lease, including but not limited to the timely payment of
19 Rent, Additional Rent, CAM, taxes and insurance, and expressly agrees that the validity of
20 this agreement and the obligations of the guarantor hereunder shall in no wise be
21 terminated, affected, or impaired by reason of the assertion by Landlord against Tenant of
22 any of the rights or remedies reserved to landlord pursuant to the provisions of the said
23 Lease or by the relief of Tenant from any of Tenant’s obligations under the Lease by
24 operation of law or otherwise (including, but without limitation, the rejection of the Lease
25 in connection with proceedings under the bankruptcy laws now or hereafter enacted); the
26 undersigned hereby waiving all suretyship defenses.

27
28 The undersigned further covenant and agree that this guaranty shall remain and
29 continue in full force and effect for the entire Lease term. The undersigned further agree
30 that in any right of action which shall accrue to Tenant, under the Lease, Landlord may, at
31 Landlord’s option, proceed against the undersigned and Tenant, jointly and severally, and
32 may proceed against the undersigned without having commenced any action against or
33 having obtained any judgment against Tenant.

34
35 It is agreed that the failure of Landlord to insist in any one or more instance upon a
36 strict performance or observance of any of the terms, provisions, or covenants of the said
37 Lease or to exercise any right therein contained shall not be construed or deemed to be a
38 waiver or relinquishment for the future of such term, provisions, covenant, or right, but the
39 same shall continue and remain in full force and effect. Receipt by Landlord of Rent and
40 Additional Rent with knowledge of the breach of any provisions of the foregoing Lease
41 shall not be deemed a waiver of such breach.

42
43 The undersigned guarantors agree to pay, upon demand, all reasonable attorney
44 fees and other expenses of Landlord incurred in enforcing any provision of this guaranty,
45 provided Landlord prevails in any such enforcement action. Except as may be otherwise

1 specifically provided in the Lease, a subletting, assignment, or other transfer of the said
2 Lease, or any interest therein, shall not operate to extinguish or diminish the liability of the
3 undersigned guarantors under this guaranty; and wherever reference is made to the
4 liability of Tenant named in the said Lease, such reference shall be deemed likewise to refer
5 to the undersigned guarantors.
6

7 It is further agreed that all of the terms and provisions hereof shall inure to the
8 benefit of the respective heirs, personal representatives, successors and assigns of
9 Landlord, and shall be binding upon the respective heirs, personal representatives,
10 successors and assigns of the undersigned. All matters relevant to this guaranty shall be
11 construed in accordance with the laws of the State of Colorado, and any controversy arising
12 herefrom shall be governed by the laws of the State of Colorado without regard to its
13 conflict of laws rules that might require it to be construed or interpreted under the laws of
14 any other state. The undersigned agrees that in the event suit must be brought in
15 connection with the enforcement of or any other matters relating to this guaranty, the
16 District Court in and for Summit County, Colorado shall have personal jurisdiction over the
17 undersigned.
18

19 All terms used in this Guaranty of Lease that are defined in the Lease shall have the
20 meaning provided in the Lease.
21

22 IN WITNESS WHEREOF, the undersigned guarantors have caused this guaranty to
23 be executed this ____ day of _____, 2020.
24
25

26 _____
27 **Steven M. Zweig**
28
29

30 _____
31 **Maryjo C. Zweig**
32
33
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36



Memo

To: Breckenridge Town Council Members
From: Open Space & Trails Staff
Date: 4/22/2020
Subject: Recreation Road and Trail Management IGA with Summit County

The Town has had an intergovernmental agreement (IGA) with Summit County to guide the management and funding of joint land acquisitions since 2011. The existing IGA does not address shared responsibilities such as trail maintenance and construction on jointly owned or managed properties.

The Town and County have been working with the U.S. Forest Service to discuss joint management of the recreation roads and trails within an expanded area of the Golden Horseshoe. At the end of 2019, the County entered into a Special Use Authorization (SUA) with the U.S. Forest Service to manage these resources. Because the U.S. Forest Service authorizations only allow one applicant, or proponent, the Town and County have been working on an updated IGA to guide our shared responsibilities for not only the Golden Horseshoe recreation roads and trails management included in the SUA but also management of our jointly owned trail network. The attached IGA addresses this shared management.

The BOCC is also reviewing the IGA. Please let staff know of any questions or concerns.

1 WHEREAS, the County and the Town have agreed to jointly manage properties that both
2 have cooperated in purchasing as set forth in their previous Intergovernmental Agreement dated
3 March 2, 2011, as amended (“**Joint Properties**”); and
4

5 WHEREAS, the Town is qualified and capable of assisting the County in the
6 performance of certain of the County’s duties and obligations under the SUA; and
7

8 WHEREAS, the County and the Town anticipate having the staff and financial resource
9 sufficient to allow them to assume the responsibilities to perform their respective obligations, all
10 as more fully set forth in the Intergovernmental Agreement hereafter described; and
11

12 WHEREAS, the County and the Town have agreed between themselves as to the way in
13 which each of them will share in the performance of certain of the County’s duties and
14 obligations under the SUA, all as more fully set forth in the Intergovernmental Agreement
15 hereafter described; and
16

17 WHEREAS, the County and the Town have further agreed between themselves as to the
18 way in which each of them will share in the performance of certain duties and obligations
19 regarding roads and trails on Joint Properties, all as more fully set forth in the Intergovernmental
20 Agreement hereafter described; and
21

22 WHEREAS, a proposed Intergovernmental Agreement between the Town and Summit
23 County Government has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto,
24 and incorporated herein by reference; and
25

26 WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement
27 and finds and determines that it would be in the best interest of the Town to enter into such
28 agreement.
29

30 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
31 BRECKENRIDGE, COLORADO:
32

33 Section 1. The Intergovernmental Agreement with Summit County Government (**Exhibit**
34 **“A”** hereto) is approved, and the Mayor is authorized, empowered, and directed to execute such
35 agreement for and on behalf of the Town of Breckenridge.
36

37 Section 2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed to
38 the extent only of such inconsistency. This repealer shall not be construed to revive any such
39 resolution, or part thereof, heretofore repealed.
40

41 Section 3. This resolution is effective upon adoption.
42

43 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2020.
44

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TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

1 INTERGOVERNMENTAL AGREEMENT
2 (Recreation Road and Trail Management)
3

4 This Intergovernmental Agreement (“**Agreement**”) is dated _____,
5 2020 (“**Effective Date**”) and is between the TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation (“**Town**”) and SUMMIT COUNTY, COLORADO, acting by and through
7 the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
8 (“**County**”). The Town and the County are sometimes referred to individually as a “**Party**”, or
9 together as the “**Parties**.”
10

11 WHEREAS, the Town is a home rule municipal corporation organized and existing under
12 Article XX of the Colorado Constitution; and
13

14 WHEREAS, the County is a quasi-municipal corporation organized and existing under the laws
15 of the State of Colorado; and
16

17 WHEREAS, the County holds a Special Use Authorization approved by the U.S.
18 Department of Agriculture Forest Service (“**Forest Service**”) on July 17, 2019, a copy of which
19 is marked “**Exhibit “A”**”, attached hereto, and incorporated herein by reference (“**SUA**”); and
20

21 WHEREAS, the SUA applies to certain Forest Service lands located in Summit County,
22 Colorado as described and depicted in the SUA; and
23

24 WHEREAS, the SUA was issued to the County for the stated purpose of:

25
26 construction, operation, and maintenance responsibilities associated with
27 recreation road and trail resources in and around the Golden Horseshoe Area east
28 of Breckenridge, CO on National Forest System lands (including trailheads,
29 existing summer and winter roads, motorized trails (limited), and non-motorized
30 trails); and
31

32 WHEREAS, the SUA imposes certain duties and obligations on the County; and
33

34 WHEREAS, the County has determined that it is in its best interest to authorize the Town
35 to assist the County in the performance of certain of the County’s duties and obligations under
36 the SUA; and
37

38 WHEREAS, the County and Town have cooperatively funded the acquisition of over
39 5,000 acres of property to be held as public open space; and
40

41 WHEREAS, the County and Town are continuing to purchase open space properties
42 together; and
43

44 WHEREAS, the County and Town have agreed to jointly manage properties that both
45 have cooperated in purchasing according to their previous Intergovernmental Agreement dated
46 March 2, 2011, as amended (“**Joint Properties**”); and

INTERGOVERNMENTAL AGREEMENT

1
2 WHEREAS, the Town is qualified and capable of assisting the County in the
3 performance of certain of the County's duties and obligations under the SUA; and
4

5
6 WHEREAS, the Parties anticipate having the staff and financial resource sufficient to
7 allow them to assume the responsibilities set forth in this Agreement; and
8

9 WHEREAS, the Parties have agreed between themselves as to the way in which each of
10 the Parties will share in the performance of certain of the County's duties and obligations under
11 the SUA, all as more fully set forth in this Agreement; and
12

13 WHEREAS, the Parties have agreed between themselves as to the way in which each of
14 the Parties will share in the performance of certain duties and obligations regarding roads and
15 trails on Joint Properties, all as more fully set forth in this Agreement.
16

17 NOW, THEREFORE, for and in consideration of the mutual promises and covenants
18 contained herein, and intending to be legally bound, the Parties agree as follows:
19

20 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
21 XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.

22 2. Intent. It is the intent and purpose of this Agreement to establish a framework for the
23 Town and County to assist in the performance of the County's contractual obligation to the
24 Forest Service under the SUA to provide management, maintenance, and construction of
25 summer and winterized non-motorized trails and recreational roads within the Permit Area. The
26 Parties believe that their cooperative management and maintenance of the summer and winter
27 recreational resources located within the Permit Area will provide seamless management, and
28 therefore be to the mutual benefit of the Parties, their respective residents, and the many visitors
29 who use the Permit Area for recreational purposes each year. Because many Joint Properties are
30 within the Permit Area, and the Parties also desire to provide seamless management of all Joint
31 Properties, it is the further intent of this Agreement to define the management of recreational
32 roads and trails on Joint Properties. In the performance of their obligations under this
33 Agreement, the Parties will seek to implement the established Golden Horseshoe Management
34 Plan and the White River National Forest Travel Management Plan, as the same may be
35 amended from time to time throughout the Term of this Agreement.

36 3. Definitions.

37 A. In addition to the terms that are defined parenthetically in this Agreement, the
38 following terms have the following meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act, Part 1 of
Article 10 of Title 24, C.R.S., as amended from time to
time throughout the Term of this Agreement.

Authorized Representative: A person designated by a Party as having the authority to settle a controversy on behalf of such Party pursuant to Section 13 of this Agreement.

Day: A calendar day, unless otherwise indicated.

Defaulting Party: A Party alleged to be in default under this Agreement.

NEPA: The National Environmental Policy Act, as amended from time to time throughout the Term of this Agreement, and all applicable administrative rules and regulations.

Non-Defaulting Party: The Party asserting that the other Party is in default under this Agreement.

Operations and Management (Operating) Plan: The plan required to be prepared and revised annually by the County under Section IIIC of the SUA.

Permit Area: The real property located in Summit County, Colorado that is the subject of the SUA. As described in the SUA, the Permit Area “covers approximately 75 miles in Sections 15, 16, and 24 through 36, T.6 S., R.77 W., and Sections 2, 3, 4, 5, 8, 9, 10, and 16, T.7 S., R.77 W., 6th P.M., . . . as shown on the maps attached as Exhibit A and Exhibit B” to the SUA.

Term: Both the initial term and all renewal terms of this Agreement as described in Section 4.

TMP: The White River National Forest Travel Management Plan, as amended from time to time throughout the Term of this Agreement.

Will or Will Not: Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

1
2 B. All of the defined terms in the SUA are incorporated by reference into this Agreement.

3
4 4. Term.

5
6 4.1 The initial term of this Agreement commences as of the Effective Date of this
7 Agreement and ends, subject to earlier termination as hereafter provided, on December 31, 2019.

8 4.2 On January 1, 2020, and on each subsequent January 1st, this Agreement will
9 automatically renew for successive terms of one year each until such time as either the Town or

1 the County give written notice of termination in accordance with the next sentence of this
2 Section 4.2. Beginning October 1, 2020, either Party may terminate this Agreement, without
3 cause and without liability for breach, by giving the other Party written notice of termination
4 prior to October 1st any calendar year. Such notice must be given in the manner provided for in
5 Section 14. Upon the giving of timely notice of termination, this Agreement will terminate (and
6 will not be renewed) on the next December 31st following the giving of the notice of termination.

7 5. Agreement Not An Assignment of the SUA. In recognition of the fact that the SUA is
8 not assignable or transferable, nothing in this Agreement shall be interpreted as an assignment
9 of the SUA. Notwithstanding anything contained in this Agreement, the County will remain
10 contractually obligated to the Forest Service as provided in the SUA.

11 6. Agreement To Cooperate Regarding Certain County Obligations Under the SUA. The
12 Parties agree to cooperate regarding the County's contractual obligations to the Forest Service
13 under the SUA with respect to the construction, operation, and maintenance of the Permit Area,
14 all as more fully set forth in this Agreement. All obligations of the SUA that are not agreed to be
15 jointly shared by the Parties in this Agreement shall remain the sole obligation of the County.
16 When assisting in the performance of the County's contractual obligations to the Forest Service
17 as described in the SUA with respect to the construction, operation, and maintenance of the
18 Permit Area the Town shall be authorized to act on behalf of the County as provided herein.

19 7. Description of Work to be Shared by the Parties. Unless otherwise agreed by the
20 Parties and the Forest Service, the work to be shared by the Parties under this Agreement may
21 be generally described as follows:

22 A. The maintenance and management of all current and future non-motorized
23 recreational trails and roads on Joint Properties, and assisting with the maintenance and
24 management of all current and future nonmotorized recreational trails and roads in the Golden
25 Horseshoe and adjacent Intermix prescription as set forth in the SUA and amended over time,
26 including trailheads and portals.

27 B. Assisting with signage and removal of dead, fallen, or hazardous trees on motorized
28 single-track trails.

29 C. Identifying any proposed changes to the boundary of the Permit Area.

30 D. Pending NEPA, reviewing, envisioning, planning, and implementing new sustainable
31 trails as generally depicted on the maps attached as exhibits to the SUA.

32 E. Pending NEPA, reviewing, establishing winter non-motorized use of trails within the
33 Permit Area for a variety of user groups, including fat bikes, as generally depicted on the maps
34 attached as exhibits to the SUA.

35 F. Town will conduct winter grooming of trails with administrative use of snowmobile
36 with grooming attachment on trails and snowcat on roads as approved in Exhibit B of the SUA
37 and amended by mutual agreement over time.

1 G. Maintaining the recreational road network within the Permit Area and on Joint
2 Properties.

3 H. Implementing closures of non-system, user-created routes in accordance with the
4 TMP.

5 I. Funding and staffing to construct various community trail projects within the Permit
6 Area and on Joint Properties.

7 J. Additional land acquisitions to assist with the seamless management approach within
8 the Permit Area and on Joint Properties.

9 K. Long term management of the recreational road network and non-motorized trail
10 facilities in the Permit Area and on Joint Properties.

11 L. Enhancing recreational experience via trail etiquette education efforts and wayfinding
12 signage.

13 M. Providing consistent updates on project progress within the Permit Area and on Joint
14 Properties.

15 N. Completing vegetation and forest health management on an “as needed” basis to
16 maintain a safe, sustainable recreational travel network.

17 8. Operations and Management Plan.

18 8.1 By the date established in the SUA the Parties will jointly develop the Operating
19 Plan (“Ops Plan”) required in Section IIIC of the SUA. However, the County (as the SUA
20 holder) will submit the Ops Plan as required by the SUA. After the submission and approval of
21 the initial Ops Plan, the Parties will jointly prepare any required revisions to the Ops Plan. As
22 provided in this Section 8, from time to time throughout the Term of this Agreement the Parties
23 will agree between themselves as to how to implement the Ops Plan.

24 8.2 The Ops Plan will lay out a mutually agreed plan for the work required to be
25 performed by the Parties in the Permit Area, and such other work within the Permit Area as the
26 Parties may desire (even though not required under the terms of the SUA). The Parties anticipate
27 that the Ops Plan (both as originally approved and as revised and updated throughout the Term
28 of this Agreement), will cover the anticipated work for approximately a 5-year period.

29 8.3 The Ops Plan will be signed by the County, and will include, without limitation,
30 mutually acceptable plans for the construction, operation, and maintenance of the summer and
31 winterized non-motorized trails and recreational roads within the Permit Area.

32 8.4 The Ops Plan may be revised and updated at any time, subject to the approval of
33 both of the Parties and the Forest Service.

1 8.5 At least annually the Parties will meet and confer to discuss the Ops Plan and any
2 work anticipated on Joint Properties, and define the allocation of the required work and funding
3 between the Parties.

4 8.6 Unless otherwise agreed by the Parties, plans for work by either Town or County
5 under this Agreement will always include the following provisions:

6 A. Proposals for new trail construction or realignments must be presented to each Party
7 in writing with sufficient time for review and approval. Written approval and all necessary
8 permits shall be obtained prior to construction.

9 B. Proposals for mechanical grading, excavation or any other “heavy maintenance”
10 which may alter the character or function of trails or roads must be presented to each Party in
11 writing with sufficient time for review and approval. Written approval and all necessary permits
12 shall be obtained prior to construction.

13 C. Because there are trails on Joint Properties and within the Permit Area that are
14 suitable for use by bicycles, and bicycles may also be operated as a part of the Town’s trail
15 network, the Town’s indemnity obligation under Section 12.1 will apply to liability, claims, and
16 demands, on account of injury, loss, or damage, including, without limitation, claims arising
17 from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any
18 other loss of any kind whatsoever, arising out of the construction, maintenance, operation, or use
19 of all features constructed by the Town on the trails within the Permit Area that are designed for
20 use by riders of bicycles.

21 D. The Party responsible for providing construction and maintenance activities for a
22 particular project that is covered by the Ops Plan will provide: (i) appropriate training of
23 employees and others who will be responsible for the performance of such construction and
24 maintenance activities; (ii) regular on-site monitoring and observance of the performance of the
25 work for the project; and (iii) posting information and warning signs (as deemed necessary by
26 such Party) at appropriate locations in or near the site of the work.

27 E. It is anticipated that in the absence of an emergency requiring action by the Parties at
28 other times of the year, maintenance and construction activities will occur primarily during the
29 summer field season from May – November each year.

30 F. When working within the area that is subject to this Agreement, each of the Parties
31 will take appropriate steps to minimize the chance of the occurrence of an event relating to
32 hazardous materials.

33 8.7 Neither Party is required to track staff time and costs required in connection with
34 the work required under this Agreement.

35 8.8 In recognition of the fact that throughout the Term of this Agreement the Parties
36 anticipate that each of them will have different staffing and financial resources available to
37 implement projects, it is agreed that this Agreement does not require the Parties to share equally
38 in project implementation. Subject to Section 9, each Party retains the right from time to time to

1 determine the extent to which it will participate in the implementation of work proposed under
2 this Agreement.

3 9. Financial Obligations Required To Implement Agreement.

4 9.1 The Parties will agree from time to time which Party will be responsible to
5 perform and pay for the work required to implement the Ops Plan or proposed on Joint
6 Properties. Subject to the Parties' obligations to jointly share certain expenses as described in
7 Section 8.8 , such Party will then be solely responsible for the performance of and the payment
8 for such work.

9 9.2 The Parties acknowledge that there will be times when one of the Parties may
10 provide more than 50% of the costs of the work under this Agreement. The Parties agree that the
11 allocation of the cost of the work will be determined on a project-by-project basis. Once a final
12 determination has been made as to the allocation of the costs and management responsibilities of
13 a particular project, the agreement with respect to the payment of the costs associated with such
14 particular project shall be confirmed in writing by both of the Parties.

15 9.3 The financial obligation of each of the Parties required to pay for its share of the
16 work to be performed is subject to annual appropriation by the governing body of such Party as
17 provided in Section 15 of this Agreement.

18 10. Amendments to the SUA. The County agrees that throughout the Term of this
19 Agreement it will not seek to amend the SUA without the prior approval of the Town.

20 11. Governmental Immunity. The Parties are each relying on, and do not waive or
21 intend to waive by any provision of this Agreement, the monetary limitations (presently
22 \$387,000 per person and \$1,093,000 per occurrence) or any other limitation, right, immunity,
23 defense or protection otherwise available to Town and the County, and their respective officers,
24 representatives, agents, and employees.

25 12. Mutual Indemnification.

26 12.1 Indemnification By Town. The Town will indemnify and defend the County, its
27 officers, employees, insurers, and self-insurance pool against all liability, claims, and demands,
28 on account of injury, loss, or damage, including, without limitation, claims arising from bodily
29 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
30 kind whatsoever, arising out of or in any manner connected with this Agreement, to the extent
31 that such injury, loss, or damage is caused by:

32 A. the negligence or intentional wrongful act or omission of the Town, or any officer,
33 employee, representative or agent of the Town; or

34 B. the Town's breach of this Agreement,

35 except to the extent such liability, claim or demand arises through the negligence or intentional
36 wrongful act of the County, its officers, employees, or agents, or the County's breach of this
37 Agreement. To the extent indemnification is required under this Agreement, the Town agrees to

1 investigate, handle, respond to, and to provide defense for and defend against, any such liability,
2 claims, or demands at its expense, and to bear all other costs and expenses related thereto,
3 including court costs and attorney fees.
4

5 12.2 Indemnification By County. The County will indemnify and defend the Town, its
6 officers, employees, insurers, and self-insurance pool against all liability, claims, and demands,
7 on account of injury, loss, or damage, including, without limitation, claims arising from bodily
8 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
9 kind whatsoever, arising out of or in any manner connected with this Agreement, to the extent
10 that such injury, loss, or damage is caused by:

11 A. the negligence or intentional wrongful act or omission of the County, or any officer,
12 employee, representative or agent of the County; or

13 B. the County's breach of this Agreement,

14 except to the extent such liability, claim or demand arises through the negligence or intentional
15 wrongful act of the Town, its officers, employees, or agents, or the Town's breach of this
16 Agreement. To the extent indemnification is required under this Agreement, the County agrees to
17 investigate, handle, respond to, and to provide defense for and defend against, any such liability,
18 claims, or demands at its expense, and to bear all other costs and expenses related thereto,
19 including court costs and attorney fees.
20

21 12.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
22 other Party pursuant to this Section 12 is expressly subject to any applicable limitation or
23 provision of the Act or any other law providing similar limitations or protections.

24 12.4 Indemnity For Worker's Compensation Claims.

25 A. The Town will indemnify and defend the County with respect to any claim,
26 damage, or loss arising out of any worker's compensation claim of any employee of the Town.

27 B. The County will indemnify and defend the Town with respect to any claim,
28 damage, or loss arising out of any worker's compensation claim of any employee of the County.

29 12.5 Survival. The obligation of a Party to indemnify and defend the other Party
30 pursuant to this Section 12 will survive the termination of this Agreement, and will continue to
31 be enforceable thereafter until such obligations are fully performed, subject to any applicable
32 statute of limitation or statute of repose.

33 13. Default; Resolution Of Disputes.

34 13.1 Default. A default will exist under this Agreement if any Party violates any
35 covenant, condition, or obligation required to be performed hereunder. If any Party fails to cure
36 such default within 20 business days after another Party gives written notice of the default to the
37 Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may
38 terminate this Agreement. In the event of a default not capable of being cured within 20 business

1 days, a Defaulting Party will not be in default hereunder if it commences curing the default
2 within 20 business days after receipt of written notice of default from the Non-Defaulting Party,
3 and thereafter cures such default with due diligence and in good faith. Notwithstanding any
4 Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the
5 rights of any Party to invoke the remaining provisions of this Section 13.

6 13.2 Negotiation. Either Party may give the other Party written notice of any dispute
7 arising out of or related to this Agreement that is not resolved in the normal course of business.
8 The Parties will attempt in good faith to resolve any such dispute promptly by negotiations
9 between the Parties' Authorized Representatives. Within 15 business days after receipt of said
10 notice, Authorized Representatives will meet at a mutually acceptable time and place, and
11 thereafter as often as they reasonably deem necessary, to exchange relevant information and to
12 attempt to resolve the dispute. If the matter has not been resolved within 60 business days of the
13 notice of dispute, or if the Parties fail to initially meet within 15 business days, either Party to the
14 dispute may initiate mediation of the controversy as provided below.

15 13.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
16 the Parties will endeavor to settle the dispute by mediation with a neutral third party. If the
17 Parties encounter difficulty in agreeing on a neutral third party, they may each appoint a neutral
18 third party and such third parties will appoint a neutral third party to mediate.

19 13.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
20 breach, termination, or validity hereof, which has not been resolved by the methods set forth
21 above within 60 business days of the initiation of mediation, will be finally settled by binding
22 arbitration conducted expeditiously in accordance with the commercial arbitration rules of the
23 American Arbitration Association (or other rules as may be agreed to by the Parties) by a sole
24 arbitrator. The place of arbitration will be Breckenridge, Colorado. The arbitrator is not
25 empowered to award damages in excess of compensatory damages.

26 13.5 Provisional Remedies. The procedures specified in this Section 13 are the sole
27 and exclusive procedures for the resolution of disputes among the Parties arising out of or
28 relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or
29 other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable
30 damage or to preserve the status quo. Despite such action, the Parties will continue to participate
31 in good faith in the procedures specified in this Section 13.

32 13.6 Performance To Continue. Each Party is required to continue to perform its
33 obligations under this Agreement pending final resolution of any dispute arising out of or
34 relating to this Agreement.

35 13.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
36 by mutual agreement.

37 13.8 Costs. Each Party will pay its own costs with respect to negotiation and
38 mediation. The prevailing Party in any arbitration or provisional judicial relief is entitled to
39 reimbursement from the other Party for all reasonable costs and expenses, including attorney fees
40 in connection with such arbitration or provisional judicial relief.

1 14. Notices. All notices required or permitted under this Agreement must be given by
2 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
3 carrier delivery, or by telecopies directed as follows:

4 If intended for Town to:
5 Open Space and Trails Manager
6 Town of Breckenridge
7 P.O. Box 168
8 Breckenridge, CO 80424
9 (970)547-3155

10
11 and
12 Town of Breckenridge
13 P.O. Box 168
14 150 Ski Hill Road
15 Breckenridge, Colorado 80424
16 Attn: Rick G. Holman, Town Manager
17 Telecopier number: (970)547-3104
18 Telephone number: (970)453-2251

19
20 with a copy in each case (which will not constitute notice) to:

21
22 Timothy H. Berry, Esq.
23 Town Attorney
24 Timothy H. Berry, P.C.
25 131 West 5th Street
26 P.O. Box 2
27 Leadville, Colorado 80461
28 Telephone number: (719)486-1889
29 Telecopier number: (719)486-3039

30
31 If intended for County, to:
32 Open Space and Trails Director
33 P.O. Box 5660
34 Frisco, CO 80443
35 Telephone number: (970)668-4067

36
37 and
38 Board of County Commissioners
39 P.O. Box 68
40 Breckenridge, Colorado 80424
41 Attn: Scott Vargo, County Manager
42 Telephone number: (970)453-3401
43 Telecopier number: (970)453-3535

44
45 with a copy in each case (which will not constitute notice) to:

1
2 Jeff Huntley, Esq.
3 Summit County Attorney
4 P.O. Box 68
5 Breckenridge, Colorado 80424
6 Telephone number: (970)453-3407
7 Telecopier number: (970)454-3535
8

9 Any notice delivered by mail in accordance with this Section 14 is deemed to have been duly
10 given and received on the third business day after the same is deposited in any post office or
11 postal box regularly maintained by the United States postal service. Any notice delivered by
12 telecopier in accordance with this Section 14 is deemed to have been duly given and received
13 upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone
14 and a copy of said notice is sent by certified mail, return receipt requested, on the same day to
15 that intended recipient. Any notice delivered by hand or commercial carrier is deemed to have
16 been duly given and received upon actual receipt. Either Party, by notice given as above, may
17 change the address to which future notices may be sent. E-mail is not a valid method for the
18 giving of notice under this Agreement.
19

20 15. Annual Appropriation.
21

22 15.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
23 the Town's obligations under this Agreement are expressly subject to an annual appropriation
24 being made by the Town Council of the Town of Breckenridge in an amount sufficient to allow
25 Town to perform its obligations under this Agreement. If sufficient funds are not so appropriated,
26 this Agreement may be terminated by either Party without penalty upon notice given in the
27 manner described in Section 14. The Town's obligations under this Agreement do not constitute
28 a general obligation indebtedness or multiple year direct or indirect debt or other financial
29 obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

30 15.2 County Appropriation. Notwithstanding anything herein contained to the contrary,
31 the County's obligations under this Agreement are expressly subject to an annual appropriation
32 being made by the Board of County Commissioners of Summit County, Colorado in an amount
33 sufficient to allow the County to perform its obligations under this Agreement. If sufficient funds
34 are not so appropriated, this Agreement may be terminated by either Party without penalty upon
35 notice given in the manner described in Section 14. The County's obligations under this
36 Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect
37 debt or other financial obligation whatsoever within the meaning of the Constitution or laws of
38 the State of Colorado.

39 16. Third Parties. This Agreement does not confer upon or grant to any third party
40 any right to claim damages or to bring suit, action, or other proceeding against either the Town
41 or the County because of any breach of this Agreement, or because of any of the terms,
42 covenants, agreements and conditions contained in this Agreement.

1 17. Waiver. The failure of either Party to exercise any of its rights under this
2 Agreement is not a waiver of those rights. A Party waives only those rights specified in writing
3 and signed by either Party waiving its rights.

4 18. Independent Contractor. In connection with this Agreement each of the Parties
5 acts as an independent contractor (and not an agent or employee of the other Party), without the
6 right or authority to impose tort or contractual liability upon the other Party.

7 19. Applicable Law. This Agreement is to be interpreted in all respects in accordance
8 with the laws of the State of Colorado.

9 20. Entire Agreement. This Agreement constitutes the entire agreement and
10 understanding between the Parties as to the subject matter of this Agreement, and supersedes
11 any prior agreement or understanding relating thereto.

12 21. Amendment. This Agreement may be modified or amended only by a duly
13 authorized written instrument executed by the Parties. No oral amendment or modification of
14 this Agreement is allowed.

15 22. Severability. If any of the provisions of this Agreement are declared by a final
16 non-appealable judgment court of competent jurisdiction to be invalid, illegal or unenforceable
17 in any respect, the validity, legality and enforceability of the remaining provisions of this
18 Agreement will not in any way be affected or impaired thereby.

19 23. Section Headings. Section and subsection headings are inserted for convenience
20 only and in no way limit or define the interpretation to be placed upon this Agreement.

21 24. Authority. The individuals executing this Agreement on behalf of each of the
22 Parties represent to the other Party that they have all requisite powers and authority to cause the
23 Party for whom they have signed to enter into this Agreement, and to bind such Party to fully
24 perform its obligations as set forth in this Agreement.

25 25. No Adverse Construction. Both Parties acknowledge having had the opportunity
26 to participate in the drafting of this Agreement. This Agreement is not to be construed against
27 either Party based upon authorship.

28 26. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the
29 Parties and their respective successor governing boards.

30 27. Approval By Governing Boards or Other Authority. In accordance with Section
31 29-1-203(1), C.R.S., this Agreement will not become effective unless and until it has been
32 approved by the governing bodies of both the Town and the County, or by such persons as has
33 the power to approve this Agreement on behalf of the Town and the County.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By: _____
Chair

ATTEST:

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

EXHIBIT "A"
TO
INTERGOVERNMENTAL AGREEMENT

County's Special Use Authorization

[TO BE ATTACHED]



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: April 8, 2020
Subject: Planning Commission Decisions of the April 7, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, April 7, 2020:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS:

1. Milne/McNamara House and Eberlein House Restoration, Relocation and Site Modifications Town Project, 102 N. Harris Street, PL-2020-0037

A proposal to restore the historic Milne House which includes a new foundation and installation of a basement, relocation and restoration of the historic Eberlein House which includes a new foundation, outhouse relocation and restoration, installation of parking along the rear alley, new concrete steps and walkways, ADA accessibility, tree removal, landscaping, drainage modifications, and utility installations. *Approved.*

OTHER: None.



Breckenridge South



Milne/McNamara
House and Eberlein
House Restoration,
Relocation and Site
Modifications Town
Project, 102 N.
Harris Street

Collins Residence,
106 S. High Street

PLANNING COMMISSION MEETING

The meeting was called to order at 5:37 p.m. by Chair Gerard.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Lowell Moore	

APPROVAL OF MINUTES

With the changes below, the March 17, 2020 Planning Commission Minutes were approved.

Mr. Gerard: On page 3 of the packet, my comment regarding workforce housing should be clarified to rooms or units.

APPROVAL OF AGENDA

With the changes below, the April 7, 2020 Planning Commission Agenda was approved.

Collins Residence Final Hearing has been requested to postpone by the applicant until an in-person meeting is possible. This continuance is currently allowed during the Public Health Emergency.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comments

FINAL HEARINGS:

1. Collins Residence (CK), 106 S. High Street, PL-2019-0068 (Continued to a future meeting, date TBD)

(Staff Recorded the Following People in Attendance at this electronic hearing via Zoom for the record, although not all in attendance spoke during public comment: Wallace Ducayet, Marie Sautter, KrisAnn, John Rynes, Erica Duvic, Lee Edwards, Deb Edwards, Kathrine)

TOWN PROJECTS:

1. Milne/McNamara House and Eberlein House Restoration, Relocation, and Site Modifications (CL), 102 N. Harris Street, PL-2020-0037 (Continued from the March 17, 2020 Meeting)

Mr. LaChance presented a proposal by the Breckenridge Heritage Alliance (BHA) to restore the historic Milne House which includes a new foundation and installation of a basement, relocation and restoration of the historic Eberlein House which includes a new foundation, outhouse relocation and restoration, installation of parking along the rear alley, new concrete steps and walkways, ADA accessibility, tree removal, landscaping, drainage modifications, and utility installations.

Commissioner Questions / Comments:

Mr. Giller: None
Mr. Lamb: None
Ms. Leidal: None
Mr. Moore: None
Mr. Schroder: None
Mr. Schuman: None
Mr. Gerard: Under policy 18A Parking, point analysis shows required 6 parking spaces and shows 7 spaces. Should be edited to 6. No other questions.

Ms. Larissa O'Neil, Breckenridge Heritage Alliance, presented:

The process started 3 years ago with opportunities for public comment including an open house and surveys and was it shown to Town Council more recently. Our top priority is to protect these historic structures and honor the history of the park, people who lived there and residential development overall. The newspapers in the Milne house will be preserved and interpreted as learning opportunities with access for hearing impaired. We also want to focus on the history of immigration. The McNamara's were an Irish family and the Eberlein's were one of the first Breckenridge locals. We want to focus on the architectural characteristics of the structures as contributing structures of the Historic District. Another goal is to increase public access to the park. Having staff on site is important to guide tours and monitor the site. We were also planning to use the space to store and preserve historic objects as part of our museum collections. Based on public comment the project has been misrepresented as an office park or just meeting space. However, there are opportunities for the public including gatherings, concerts, weddings, etc. We want to improve our facilities to better offer those services. Staff being there on a full time basis will be very helpful in furthering that goal and is the same as other similar parks in Colorado. We agree with the point analysis and the -3 points for removal of historic fabric. We have communicated with the Building Department about ADA issues on the site.

Ms. Janet Sutterley, Architect, presented:

Consulted with Graham Johnson, an expert in window and door preservation regarding an analysis of the three south opening treatments of the Eberlein. Outline of proposed interior work is included in the packet. Some interior millwork that was stated will be removed has already been removed. The window with a recently framed opening we are still considering it a historic window. We are aiming for a high level restoration and rehabilitation project. We have been in touch with Eli in regards to building code issues. Building code is sympathetic to historic structures but does not give much leeway in regards ADA. It is a simple request to add an ADA bathroom in the Milne house despite the loss of historic value. Engineering code has been considered and the parking layout is a result of that code.

Peter Grosssheusch, BHA Board Member:

We have tried to make changes based on previous comments and SHPO has been consulted and a historic door and window expert. We have had many opportunities for people to weigh in on this project.

The hearing was opened for Public Comment. Planning Commission notes that three emails were received and read by the Commission prior to the meeting.

Chris Sautter, 101 N High St.: My family has owned 101 N High St. for 25 years. We will have five commercial parking spaces 30' to the west of our house with this proposal. We were initially pleased to hear the park will be improved but do not like the offices and public parking places on a narrow alleyway. Noise, traffic issues where no parking was needed before is unacceptable. I have been an attorney for over 30 years and believe that the original documentation under which the property was acquired does not include offices and parking and violates the spirit of a park.

John Rynes, 101 N High St.: Proud of the efforts being taken to preserve the buildings. The alley provides the only access to three of the 15 townhomes for Wellington Square. It is also emergency access and dumpster access for all 15 Wellington Square homes and three neighbors. The alley is used as a play area for the children of Wellington Square. The Town of Breckenridge does not maintain the alley. All maintenance is paid for by Wellington Square HOA. The area where the parking is to be placed is the only area for snow storage along the alley. Why are six parking spaces required? There is plenty of parking across the street. Six additional cars coming and going will add traffic, reduce safety and create difficulties for maintenance and snow removal. Consider removing the 5 parking spaces and leave the ADA space. You will not need to move the Eberlein house and disrupt the landscaping.

Deb Edwards, 103 N High St.: I just learned of this hearing at 5pm tonight. Did not receive a mailing to this or prior hearings for this project. I have lived here for 30 years. Have been to the meetings held for improving

the park. We liked having the open spaces and historic structures across the alley and felt our view would be protected. We enjoy seeing the activities in the park. I am concerned about the parking and would like to see shared parking at the community center. Leaving one or two ADA spaces is not a concern. There is already a concern with cars parking in the alley to avoid paying for parking elsewhere. They block driveways and access to homeowners. I'm also wondering what the construction timeline of this project is? Will the town be accepting the maintenance of the alley upon the completion of this project?

Lee Edwards, 103 N High St.: I appreciate the responses to my inquiries this morning about the property and the project by staff. I did participate in the previous opportunities for public comment, however; we did not know the impact that project might have on our neighborhood. You are introducing something that shouldn't be there. A staff member on the property makes sense for interpretation. What is the budget that the council assigned to this project? No one is arguing with the use of the property. Expanding on the existing park is fine but adding complexity to the residential area should be reconsidered. This is a residential land use district--not institutional. I am discouraged in hearing about the interior work to be completed on the Eberlein house including the removal of interior fabric. Adding a vaulted roof is not appropriate for this project, the existing flat ceiling is historic. Town should have to follow the code including not removing the historic interior fabric.

Marie Sautter, 101 N High Street: I have lived here for 31 years. We are happy to see the park improved. The alley is a special place and do not understand why you need a parking place for six cars when there is plenty of parking across the street. The Library already has meeting rooms, bathrooms and parking. The alley serves as a playground area for kids and basketball games. I am against having a parking area across from my home. The office use is not appropriate for this space.

Chair Gerard asked if anyone else had public comment to speak or raise a hand. With no additional public comments, the hearing was closed. Chair Gerard asked staff to make any clarification or answer questions the public had.

Mr. LaChance: Public notice is not required for Town Projects per the Town Code. No notice was mailed for this hearing but notice was posted on the website. The maintenance of the alley will continue to be maintained by the Wellington Square townhomes in perpetuity as was agreed upon in the 1978 PUD. We are outside the parking service area and therefore each site is required to have on-site parking per the Code. With the substantial changes being proposed it is required to come into conformance with the code. No planned starting date for construction at this time.

Commissioner Questions / Comments:

Mr. Lamb: This property is underutilized and I understand the concerns of the neighbors. Parking spaces are required per the code. The office use is very light and will not pose a threat to the neighborhood. To have someone in a wheelchair come from the library to this property is ridiculous. It should be approved as presented.

Mr. Giller: The SHPO letter recommends following the Secretary of Interior standards. I do have some concerns, but I support the project in respect to the Town Code.

Ms. Leidal: I don't have further questions at this point, and I do support the point analysis as presented. Thank you staff.

Mr. Moore: I understand neighborhood concerns, however, I do not believe that this use would be inconsistent with the use of a park. The office use is minimal. I support the point analysis and the project. Supportive of having an ADA spaces but I am concerned about having the other spaces and the impact that it has on snow storage.

Mr. Schroder: We do not have oversight on the interiors. We have to apply the code to this project. The project meets code and I recommend approval of the point analysis and project as presented.

Mr. Schuman: I do support the plan. Unhappy with the plan to remove interior fabric and feel for the homeowners about the parking.

Mr. Gerard: I support the plan. The project is for the greater good. The impact to neighbors should be minimal. We are looking at this from the outside, not the inside. BHA does not want to lose historic properties and I do not anticipate to have that happen here. I recommend approval.

Chair Gerard reopened public comments as someone had “raised their hand” again after the public comment period was closed.

Public Comment:

John Rynes, 101 N High St.: Why can't we have everything that is proposed with the exception of the parking areas and leave the Eberlein where it is? Why does the code require that parking and why can't we make an exception? (Mr. Gerard: We cannot change projects that are presented to us. Town Council has the ability to change parts of the project. We can only approve or deny based on applicability to the code.)

Mr. Schroder made a motion to recommend the Town Council approve the project. Mr. Lamb seconded the motion. The motion passed 7-0.

OTHER MATTERS:

1. Town Council Summary

Mr. Truckey provided a summary of Town Council Meeting on March 24th. Many items were continued to make the virtual meeting shorter. St. Johns Development agreement was approved. Council allowed additional density for the project to connect the existing basement under the non-historic addition to the new landmarked basement area. Council approved the policy changes for 24R, Social Community and Amenity Spaces, which eliminates positive points for amenity spaces and added positive points under 25R Transit for projects where an all-electric shuttle was proposed.

2. Class D Majors Q1 2020 (Memo Only) 3 single family home approvals, no questions.

3. Class C Subdivisions Q1 2020 (Memo Only) 3 subdivision approvals, no questions.

ADJOURNMENT:

The meeting was adjourned at 7:06 pm.

Steve Gerard, Chair



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: April 22, 2020
Subject: Planning Commission Decisions of the April 21, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, April 21, 2020:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

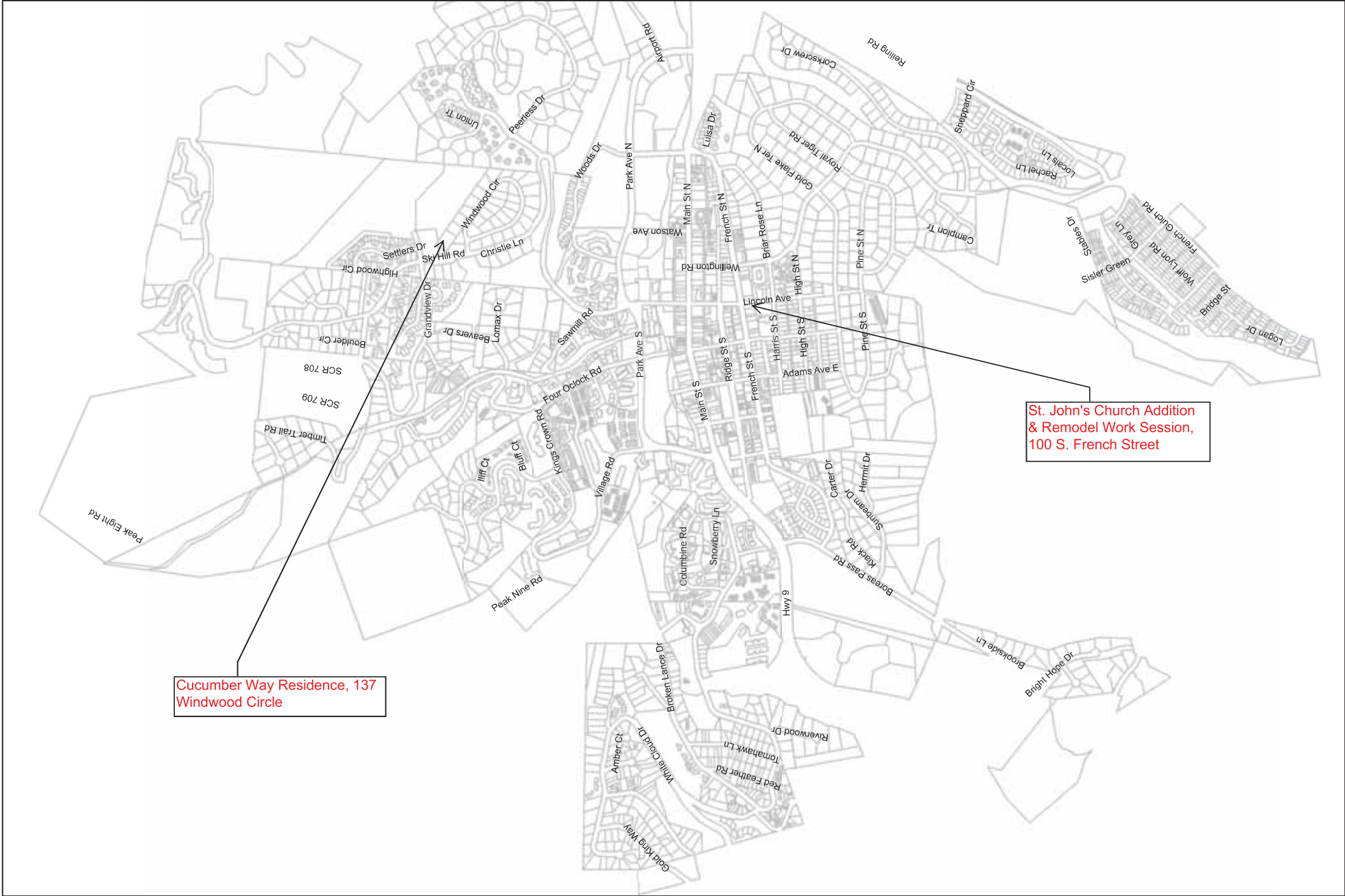
CLASS C APPLICATIONS:

1. Cucumber Way Residence, 137 Windwood Circle, PL-2020-0054
A proposal to construct a new 5,993 sq. ft. single family residence with 5 bedrooms and 5.5 bathrooms.
Approved.

TOWN PROJECT HEARINGS: None.

OTHER:

Two work sessions were conducted; the first regarding a proposal to renovate and remodel St. John's Church located at 100 S. French Street; and the second regarding updates to Policy 33R regarding energy conservation.



Cucumber Way Residence, 137
Windwood Circle

St. John's Church Addition
& Remodel Work Session,
100 S. French Street



Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 7:03 p.m. by Chair Gerard. The meeting was a virtual electronic meeting through the Zoom platform, as a result of the COVID-19 crisis.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Lowell Moore (arrived at 7:06 p.m.)	

APPROVAL OF MINUTES

With no changes, the April 7, 2020 Planning Commission Minutes were approved.

A letter from a member of the public was received by the Commission prior to the meeting, regarding the Milne/Eberlein project. The Commission voted to include the letter in the Town Council packet and make it part of the public record. The vote passed 7-0.

APPROVAL OF AGENDA

With no changes, the April 21, 2020 Planning Commission Agenda was approved.

As this was an electronic meeting, staff noted the following people in attendance from the public (as their name appeared in Zoom: Charlie Brumbaugh, Dan, Deb Edwards, Gayle, Melina, Reed, Wallace Ducayet, Brett, Amy)

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

WORK SESSIONS:

1. St. John's Church Addition & Remodel (JL), 100 S. French Street, PL-2020-0063

Mr. Lott presented a work session for a proposal to renovate, remodel, and add a basement to a historic structure on South French Street. The following specific questions were asked of the Commission:

1. Since the windows and glazing proposed are mostly existing on the non-historic addition, does the Commission have any concerns with the glazing as proposed?
2. Does the Commission support raising the entire structure by approximately 9 inches?
3. Are there any other questions or concerns for the Commission at this time related to this proposal?

Commissioner Questions / Comments:

Mr. Giller: The west elevation of the two windows. (Mr. Lott: No changes to windows or doors on historic portion of the building?) Clarify that in the memo.

Ms. Leidal: Is the non-historic portion proposed to be raised? (Mr. Lott: Yes. The architect can provide more info.) So you will check that for next time? Are we comfortable with the height of the retaining walls and egress window on the east elevation? Can you help me understand what is going on with the south elevation, regarding the window well and egress? Are we increasing or reducing the setback? (Lott: I believe it is making it better. The overhang would meet the relative setback. I believe that overhang may be required for egress).

Mr. Schroder: I am wondering if someone could speak to the drainage, could it be addressed in lieu of raising the building.

Mr. Moore: To get that new excavated basement, do you need to move the church up or is it simply a drainage issue?

Mr. Gerard: On the north side of the building, where we have a narrow space between the building and the road, is there room to improve the sidewalk? (Mr. Lott: That is something we talked about

through the Development Agreement process. Staff did not want to eliminate any more yard. There are several utilities in the northeast corner of the property that could also be impacted. Through those discussions, we opted for the south side sidewalk with a pedestrian easement. The bus stop is at the sidewalk on French Street and it connects to the community center and preserves the yard.) Dealing with provisions of Policy 3A which says basement density does not count if we do not raise the building, what is the consequence of raising the elevation? It looks like the Development Agreement exempted the project from Policy 3A. (Mr. Lott: The consequence would be setting precedent by not having the historic relationship in terms of elevation).

Matt Stais, Architect:

Thanks to staff. On raising the building: we wanted to ask this in order to provide positive drainage away from building. Current grade slopes from easterly property line towards the door. Right now, the church has a little deck to step into parish hall door. The drainage issue is on the east side, but the building is tied together structurally between the historic and non-historic sections. Asking for opportunity to raise building to improve drainage, while also improving accessibility. We do not want to ask for anything more than we need. It is our understanding that there are other projects that have established precedent by raising the grade, including the Harris Residence. We have a stairway down at lower level to make the entire lower level under the entire structure to make a multi-function space for the community. The floor of the lower entry is proposed to be heated concrete and there may be opportunity to tie the drainage into this system. I thought this worksession would be a good time to ask the question of raising the building. Regarding window wells, the one on the north side is not for egress. We have two egress doors that meet code, confirmed with the Building Division. Window is for daylighting and air. Any issues with size and height of windows wells can be resolved with staff. The existing shed is not in the relative setback. We will make sure the new porch overhang stays out of the relative setback as well. Regarding sidewalk at north property line, this was worked out before I was involved with the project. There are issues the town had with sidewalk with snowplowing in winter. It is impossible to keep it clear. There is no sidewalk to the parking lot east of the property. Part of the development agreement is that the community uses the existing sidewalk to the south of the building. The church has agreed to dedicate an easement for mid-block pedestrian walkway. It is a really nice sidewalk that will take the place of any sidewalk on the north side. Regarding density and Policy 3A, the Development Agreement does exempt the project from Policy 3A.

Commissioner Questions / Comments:

Mr. Giller: As part of the basement installation, will you install a French drain or pump? (Mr. Stais: We would want to make the existing system more robust and install into storm sewer.) If you were to raise the building, have you thought about the two elevations? What would the extended foundation look like? (Mr. Stais: we would anticipate matching what is there. The intent is to have the existing historic part of the church remain exactly the way it is. We have landscaping proposed around the base of the building. We do have one iconic tree we want to keep and we would hide the foundation with shrubs.)

Ms. Leidal: Is there any interior modification to the building? Is the big space shown on the plans existing? Could you raise your ceiling and then bring up the floor so that you won't have to raise it on the outside? (Mr. Stais: We looked at that. We want to stiffen up the entire structure. The area that needs to get raised is on the right of what is shown on your screen, and that is all existing structure. Raising right hand side without raising the left hand side has proven to be unfeasible because the buildings are tied together. We have looked at it though, but that begins to mess with existing material slated to remain. It did not make a lot of sense according to the contractors.) So the 9' ceiling exists on the right side? (Mr. Stais: Yes, we are going down further. We need more room within the ceiling space for fire safety, lights, etc. The new lower level is about 2-3' below the existing lower level. We have to remove the entire lower level that exists so that when it is all said and done it will function properly.) So

what would another 9” do? (Mr. Stais: Nothing. That is not germane to the discussion. We are trying to create positive drainage away from the parish hall. We are unable raise it too much because we have ADA constraints on the sidewalk. The basement floor level is independent of the request on the main floor level). I do not understand, but thank you. (To put it another way, the request to raise the building is for drainage on the outside. The drainage forms a low spot at the southeast corner. We want to raise it 9” so that it slopes away from the door instead of creating a pool.) I do not understand why you cannot go down another 9”. (Mr. Stais: The yard that is there is creating the problem. What flows from the parking lot flows in towards the building.)

Mr. Giller: At that current low spot near the southeast corner, is there any kind of drainage structure? (Mr. Stais: No, not at this time). Could you re-grade to the North to the street, or could you connect to the new foundation drain? (Mr. Stais: We have been trying very hard to keep the grade at the property lines the same. We would have to deal with it internal to the project.) I would encourage looking at tying it into the subsurface drainage that you already need to install. Just take a look at it if you will.

Mr. Moore: It is all site specific, correct? (Mr. Stais: yes.)

Mr. Gerard: Mr. Lott, do you have any other comments?

Mr. Lott: Staff wanted to get the Commission’s feedback and then bring it back for a Combined Hearing.

Mr. Schuman: I do not support raising structure by 9”. Good plan, look forward to seeing in a Hearing.

Mr. Giller: No issue with glazing changes. I do think with all respect to Matt that drainage could be installed with subsurface drainage solution. You have four-tenths of a foot of drop. I think raising a historic building to solve that problem is not the right thing to do in historic preservation. Also, the lumens of the bulb on front porch seems a bit low for this type of application.

Ms. Leidal: I support proposed glazing. Thank you for walking through changes. I do not support raising the structure. I am concerned with the size of the window well. It is excessive and does not leave a lot of yard on that side. Make sure the porch and shed meet setback requirements. Good plan.

Mr. Schroder: I do not have any concerns with glazing as proposed. I support the project. I too believe support leaving the structure at its existing elevation.

Mr. Moore: I would like to see another exploration of drainage options. Concerned about raising the building. If it was not feasible to redo drainage in another way, I would support raising the structure. I support the glazing.

Mr. Lamb: I do not see the raising of the building as an issue. Probably has sunk 9” over the years, so I would totally support raising the building. This is part of Breckenridge. I want the project to be done right and think it will be.

Mr. Gerard: Fine with proposed glazing and exterior changes. I think it is a real plus to clean up the structure. I am going with the majority on the grade. I understand what you are up against Matt. I do not support raising the structure 9”. This will be great project for the Town. I understand why the Town engaged with the Development Agreement. I am concerned about code basis, precedent issue. I would trust staff to talk to the architect and bring back to the Commission as a Combined Hearing. (The Commission agreed.)

2. Policy 33R Energy Conservation

Mr. Sponable presented a Work Session on proposed changes to Policy 33R regarding energy conservation. The Commission was asked for any questions and/or feedback.

Commissioner Questions / Comments:

Mr. Giller: Did you look at awarding more points for large commercial fireplaces? (Mr. Sponable: We have not discussed that, but I can get back to you on that.)

- Ms. Leidal: Do you have to make reference to the IECC and the Breck Sustainable Building Code throughout this document? (Mr. Sponable: The IECC is the governing body for all building codes. There are also various requirements in the building code. Many of these are covered in both the IECC and the Development Code, as we are trying to do here. The relative nature of these policies apply only when the minimum requirements, as written in the Building Code, are met first.) I didn't know when you reference one, if you should reference the other. We are taking away positive points for receiving a HERS/ERI rating. Would you consider a positive point for a 10-19% improvement? (That is a discussion that we can have. For existing residential, anything that hits that \$50K project valuation mark is required to get a rating by the Building Code anyway. Older buildings would not have a hard time hitting 20% improvement to get to the (+2) point threshold.) I will defer to you. I don't know how you reach the thresholds. (Mr. Truckey: It is not very hard to get 20% improvement. We are open to considering less than that, but we would want to limit that to new structures, because it is an easy bar for existing structures to hop over.)
- Mr. Schuman: How would when you look at under paragraph A, first table: What does it take for someone to save 20-39% or 40-59% energy. I am concerned for the ability to earn positive points under our Code. (Mr. Sponable: There are a number of factors and a number of ways to achieve that goal. Improved insulation, better windows, energy efficient HVAC, etc. No one easy way.) The new IBC code requires so many things that to gain positive things, it is becoming much more difficult. (Mr. Truckey: You are right. The bar is getting set higher. We certainly cannot just give them points when they already are required do that with the building code.)
- Mr. Giller: Residential codes for construction have come a long way. Triple glazed windows, sealing framing, spray foam, triple heat exchangers; all of these are becoming mainstream. Bar is getting set higher but not too high.
- Mr. Schroder: I support as presented.
- Mr. Schuman: I am concerned about our Relative Code becoming more black and white, yes or no. How do you get positive points? Very little Relativism in certain areas of our code. Concerned and frustrated that it really only applies to the public. When the Town does 15,000 sq. ft. of heated space, we say it is for the public good. We are losing our relative Code ability.
- Mr. Giller: We should scale everything from heated sidewalks to pools. Base points for fireplaces on size.
- Ms. Leidal: I do support staff's proposed changes. Slowly taking away ability to earn positive points. Maybe the energy code is not the place to keep easy options for positive points. Maybe we do it elsewhere in the Development Code.
- Mr. Moore: I agree. Concerned with where you get positive points. I see an option for 0 points for health safety and welfare. But what about personal residence who needs to heat walkway for their own personal safety?
- Mr. Lamb: I support the changes.
- Mr. Gerard: I think the changes are necessary. I agree with Mike that we should consider more points for larger fireplaces. I think the Policy gives us some great flexibility. I support the recommended changes.

(Mr. Schroder left the meeting at 8:15 p.m.)

CONSENT CALENDAR:

1. Cucumber Way Residence (LS), 137 Windwood Circle, PL-2020-0054

With no call-ups, the Consent Calendar was approved as presented.

OTHER MATTERS:

1. Town Council update:

Mr. Truckey: Council met with the Summit Centura Health CEO earlier today in a special meeting. They expressed discomfort with rate at which testing is happening. The Tarn Dam repairs are being delayed to next year. Proceeding forward with parking structure. Bid came in less. Moving on that this year. The Mayor emphasized money for parking structure comes from parking and transportation tax which cannot be used for other purposes. Transportation tax has to be used for transit, parking, etc.

Mr. Gerard: Any discussion of facility openings? (Mr. Truckey: No, other than the governor's announcements. Some facility openings may happen in a phased approach over the next few weeks. We are working on a plan to transition back into the office, but no dates have been specified yet. Most Community Development employees are working remotely).

ADJOURNMENT:

The meeting was adjourned at 8:39 pm.

Steve Gerard, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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.

April 2020

Tuesday, April 28, 2020 3:00 pm / 7:00 pm Town Hall Chambers Second Meeting of the Month

May 2020

Tuesday, May 12, 2020 3:00 pm / 7:00 pm Town Hall Chambers First Meeting of the Month
Tuesday, May 26, 2020 3:00 pm / 7:00 pm Town Hall Chambers Second Meeting of the Month

Other Meetings

April 27th, 2020	Open Space & Trails Meeting	5:30pm
April 28th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
April 29th, 2020	Summit Stage Transit Board Meeting	8:15am
May 5th, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
May 6th, 2020	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	I-70 Coalition	10:00am
	Childcare Advisory Committee	3:00pm
May 12th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
May 13th, 2020	Breckenridge Heritage Alliance	Noon
May 14th, 2020	Upper Blue Sanitation District	5:30pm
May 19th, 2020	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
May 21st, 2020	Transit Advisory Council Meeting	8:00am
May 25th, 2020	Open Space & Trails Meeting	5:30pm
May 26th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
May 27th, 2020	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
May 28th, 2020	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	QQ - Quality and Quantity - Water District	10:00am
	RW&B Board Meeting	3:00pm
June 2nd, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm



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.

June 3rd, 2020	Breckenridge Events Committee	9:00am
	I-70 Coalition	10:00am
	Childcare Advisory Committee	3:00pm
June 9th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
June 10th, 2020	Breckenridge Heritage Alliance	Noon
June 11th, 2020	Upper Blue Sanitation District	5:30pm
June 16th, 2020	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
June 18th, 2020	Transit Advisory Council Meeting	8:00am
June 22nd, 2020	Open Space & Trails Meeting	5:30pm
June 23rd, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
June 24th, 2020	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
June 25th, 2020	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
TBD	Water Task Force Meeting	8:00am
	Art Installation Meeting	2:00pm
	MT2030 Meeting	2:00pm
	Breckenridge Creative Arts	4:00pm