



TOWN OF  
**BRECKENRIDGE**

**Town Council Regular Meeting**

Tuesday, May 12, 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](http://www.townofbreckenridge.com).

Questions and comments can be submitted prior to the meeting to [Mayor@townofbreckenridge.com](mailto: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 - APRIL 28 AND MAY 5

**III. APPROVAL OF AGENDA**

**IV. COMMUNICATIONS TO COUNCIL**

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

B. BRECKENRIDGE TOURISM OFFICE UPDATE

**V. CONTINUED BUSINESS**

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

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)*

**VI. NEW BUSINESS**

A. FIRST READING OF COUNCIL BILLS, SERIES 2020

1. *COUNCIL BILL NO. 17, SERIES 2020 - AN ORDINANCE AMENDING SECTION 12-4-23 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE WATER SYSTEM MAINTENANCE FEE*

2. *COUNCIL BILL NO. 18, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE CONCERNING OVERHEAD*

*WALKWAY LIGHTING*

3. *COUNCIL BILL NO. 19, SERIES 2020 - AN ORDINANCE CONCERNING THE PENALTY FOR VIOLATING CHAPTER 8 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING NOISE*
  4. *COUNCIL BILL NO. 20, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE CONCERNING TOWN PROJECTS*
- B. RESOLUTIONS, SERIES 2020  
C. OTHER

**VII. PLANNING MATTERS**

- A. PLANNING COMMISSION DECISIONS

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

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

- A. CAST/MMC (MAYOR MAMULA)  
B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE  
C. BRECKENRIDGE TOURISM OFFICE  
D. BRECKENRIDGE HERITAGE ALLIANCE  
E. BRECKENRIDGE CREATIVE ARTS  
F. BRECKENRIDGE EVENTS COMMITTEE  
G. WATER TASK FORCE

**X. OTHER MATTERS**

**XI. SCHEDULED MEETINGS**

- A. SCHEDULED MEETINGS FOR MAY AND JUNE

**XII. ADJOURNMENT**

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**I) CALL TO ORDER, ROLL CALL**

Mayor Mamula called the meeting of April 28, 2020 to order at 7:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Mr. Kuhn and Mayor Mamula.

**II) APPROVAL OF MINUTES**

**A) TOWN COUNCIL MINUTES – MARCH 20, MARCH 24, MARCH 26, APRIL 10, APRIL 21, 2020**

With no changes or corrections to the meeting minutes of March 20, 24, 26, April 10 and April 21, 2020, Mayor Mamula declared they would stand approved as presented.

**III) APPROVAL OF AGENDA**

Mr. Holman stated there was one change to the agenda, which was to add a formal vote for the Mayor Pro Tem position. 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.

**B) BRECKENRIDGE SKI RESORT UPDATE**

Mr. John Buhler, COO of Breckenridge Ski Resort, congratulated the Council members who were successful in this election. He stated this is an unusual time and there are a lot of unknowns right now and we continue to monitor guidelines around COVID. He stated the Peak 7 lift is on hold, and we are already thinking about how operating looks in the future and are part of the county reopening committees. Mr. Buhler stated we looking forward to summer operations and teams are working out summer and winter plans. He also stated we are crediting passholders with discounts for the upcoming season and we have Epic Coverage for certain resort closures, job loss and illness, as well as other events. Mr. Buhler stated that from a community perspective, we are doing our best to support our employees and the community by donating food to local food banks and supporting employees through Epic Promise, FIRC and the Summit County Cares Fund. Mr. Buhler stated we are supporting employees to get back home, we furloughed employees and we are continuing healthcare coverage, and we hope to have them back as soon as possible.

**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**

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, both having to do with the remodel. He further stated staff recommends approval of this ordinance in the form in the agenda packet.

Mayor Mamula opened the public hearing. Ms. Jen Schenk, representing HCCC, thanked Council and staff for their work on this ordinance. There were no additional comments and the public hearing was closed.

Mr. Bergeron moved to approve 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. Mr. Carleton seconded the motion.

The motion passed 7-0.

- 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

Mayor Mamula read the title into the minutes. Mr. Berry stated staff is asking for this ordinance to be continued until the May 26, 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 May 26, 2020 meeting. Mr. Gallagher seconded the motion.

The motion passed 7-0.

- 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  
Mayor Mamula read the title into the minutes. Mr. Berry stated there were no changes to this ordinance from first 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. 12, SERIES 2020 - AN ORDINANCE AMENDING CHAPTER 4 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE PUBLIC ACCOMMODATION TAX" ORDINANCE. Mr. Gallagher seconded the motion.

The motion passed 7-0.

**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)

Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would allow the Town to sell town-owned land and staff recommends adoption of the ordinance.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 14, SERIES 2020 - AN ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL PROPERTY (Smuggler, Silent Friend, Iron, and Crown Point Lodes). Mr. Gallagher seconded the motion.

The motion passed 7-0.

- 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)

Mayor Mamula read the title into the minutes. Mr. Holman stated this ordinance would allow a 5-year lease with a tenant at the Breckenridge Professional Building.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 15, SERIES 2020 - AN ORDINANCE APPROVING A LEASE WITH ZWEIG LAW, PC (Unit 200, Breckenridge Professional Building; 130 Ski Hill Road). Mr. Carleton seconded the motion.

The motion passed 7-0.

- 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)  
Mayor Mamula read the title into the minutes. Mr. Berry stated this resolution would allow Council to sign an agreement with Summit County regarding joint management of recreation roads and trails.

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

Mr. Bergeron moved to approve RESOLUTION NO. 13, SERIES 2020 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO (Recreation Road and Trail Management). Mr. Gallagher seconded the motion.

The motion passed 7-0.

- C) OTHER
- 1) APPOINTMENT OF MAYOR PRO TEM  
Mayor Mamula stated he would suggest appointing Mr. Bergeron as Mayor Pro Tem. Council agreed with his suggestion.  
Ms. Gigliello moved to approve the APPOINTMENT OF JEFFREY BERGERON AS THE MAYOR PRO TEM. Mr. Carleton 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  
Ms. Gigliello reviewed removing the fairy forest, joint forestry efforts with the Wellington cuts, the open space and trails work plan and the budget. Mr. Bergeron stated he would like the proposed new uphill trail to be uphill only for mountain bikers but not for hikers because the area is popular.
- C. Breckenridge Tourism Office  
There was no report
- D. Breckenridge Heritage Alliance  
Ms. Owens stated there was no report.
- E. Breckenridge Creative Arts  
Mr. Gallagher stated there was no report.
- F. Breckenridge Events Committee  
Ms. Gigliello stated there was no report.
- G. MT 2030  
There was no report.

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**X) OTHER MATTERS**

Mr. Bergeron asked if we can put up signs requiring people to wear masks in stores in Breckenridge. Mayor Mamula stated we need to consider the core of Town for mask wearing and any spaces where the distance is limited.

Mr. Holman stated COVID items will be discussed next Tuesday at a Special meeting.

Mr. Bergeron stated he would like to thank Ms. Wolfe for serving the Town for many years.

Ms. Gigliello stated there is messaging going out about Safer at Home, but we need to be emphasizing that means going out at your own risk.

Ms. Owens stated we need a link to the County's website and their documents from our website. Mr. Holman stated we have done that already on our main page and we have created a phone line and email for people to ask questions about business protocols as required by the County.

Mayor Mamula thanked Wendy for her time on Council and for everything she has done for our community. He further stated she was a critical member of Town Council over the last few years and the community owes her for her time serving in the role.

Mr. Holman stated the special meeting on Tuesday will start at 3pm. He also stated staff will look to move the new art piece away from the rec path so it is not a problem.

**XI) SCHEDULED MEETINGS**

A) SCHEDULED MEETINGS FOR APRIL, MAY AND JUNE

**XII) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 7:36pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

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

\_\_\_\_\_  
Eric S. Mamula, Mayor

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**I) CALL TO ORDER, ROLL CALL**

Mayor Mamula called the meeting of May 5, 2020 to order at 3:00pm. The following members answered roll call: Mr. Bergeron, Ms. Gigliello, Ms. Owens, Mr. Gallagher, Mr. Carleton, Mr. Kuhn and Mayor Mamula.

**II) APPROVAL OF AGENDA**

Mr. Holman stated there were no changes to the agenda.

**III) NEW BUSINESS**

**A) COUNCIL BILL NO. 16, SERIES 2020 - AN EMERGENCY ORDINANCE  
REQUIRING FACE COVERINGS DURING THE CORONAVIRUS (COVID-19)  
PUBLIC HEALTH EMERGENCY**

Mayor Mamula read the title into the minutes. Mr. Holman stated this emergency ordinance would require masks within the Town, and it would take effect immediately if adopted, and would remain in place until the Mayor declares it is over. It is a penalty offense. We know people run the gamut on their feelings about this, but it does give the police a tool if people don't abide by this, although the intent is not to enforce. Businesses can enforce this ordinance and refuse service based on this order as long as it is not discriminatory.

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

Mr. Carleton stated we are asking people who have issues with this ordinance to please not confront the workers who are in these businesses, and speak to Town Council instead. Mayor Mamula stated in the end this is going to come down to private businesses deciding what is best for their employees. He further stated there are people on both sides of this discussion and let's not pass an ordinance if we don't feel we can truly enforce it. Mr. Gallagher stated he doesn't think this ordinance hurts anything, but it reinforces the County's existing order. Mr. Bergeron stated he hopes this doesn't lead to citizen arguments, but it does let people know that we as Town officials think it's important. Ms. Gigliello stated she worries about enforcement and she is concerned about making staff enforce it. Ms. Owens stated she agrees with what has been said and having a local ordinance is a good idea for visibility, and we should open with the best safety measures in place. Ms. Owens also stated she would like officers on Main Street to be engaged with the public and ready to speak to people about the ordinance so they might want to do what is safe. Mr. Kuhn stated he likes this ordinance because it gives the businesses the ability to say what they want in their stores, and to enforce it as desired. Mr. Carleton stated this an important tool in talking to his own staff about reopening. Mayor Mamula stated we can give away masks if needed and, while there are some people who don't believe it is necessary, he can deny service to anyone if they don't wear them. Mr. Bergeron stated maybe we can hasten recovery with this effort. Mayor Mamula stated we will need to purchase 50,000 to 100,000 masks for the community and we will work with the BTO to distribute them. He also stated we need to come up with protocols that allow us to move through these steps without shutting down the community multiple times. Mayor Mamula answered questions from the Q&A of the webinar regarding restaurant mask mandates and wearing masks to protect others, not yourself.

Mr. Bergeron moved to approve COUNCIL BILL NO. 16, SERIES 2020 - AN EMERGENCY ORDINANCE REQUIRING FACE COVERINGS DURING THE CORONAVIRUS (COVID-19) PUBLIC HEALTH EMERGENCY. Mr. Carleton seconded the motion.

The motion passed 7-0.

**B) PROCLAMATION IN SUPPORT OF MENTAL HEALTH AWARENESS MONTH**

Mayor Mamula read the title into the minutes.

Mr. Holman stated this proclamation is meant to bring awareness to mental health issues, and staff would ask that Council read the proclamation and do a verbal vote in support of the proclamation. Mayor Mamula read the proclamation into record. Mr. Carleton stated this quarantine has taken an enormous toll on us and on our youth, and we need to make

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extra efforts to be kind and we need to recognize the loss we have experienced in our community. Mayor Mamula reminded everyone that Building Hope is a good local resource for mental health concerns.

Council conducted a verbal vote and all voted in favor of the proclamation.

**IV) DISCUSSION ITEMS**

**A) SMALL BUSINESS GRANT UPDATE AND RECOMMENDATIONS**

Mr. Holman stated Council received a recent update about where the program stands. Mr. Gallagher stated the Task Force is looking at next steps based on what is happening in the community and the current need.

**B) FIRC RENTAL ASSISTANCE UPDATE**

Mr. Carleton stated FIRC is almost out of their assistance dollars for rent. Council discussed trying to meet the needs of individual renters and Mr. Holman recommended moving some of the business support money to rent assistance for employees instead, and perhaps asking businesses what they would prefer we do. Council generally agreed there is still a need for local rent assistance, and Mr. Holman stated \$100,000 would fill the need right now and give us a cushion for the moment. Council agreed to support additional individual rent assistance through FIRC, as well as some additional small business grant money.

**C) BRECKENRIDGE RECOVERY COMMITTEE UPDATE**

Mr. Holman stated current retail has the ability to allow appointments or do curbside delivery. He also stated we have not heard any more about May 8th as a date to further open up our businesses. He stated Mayor Mamula will be the only Mayor on the County's advisory board for recovery, and Council needs to decide on this concept of closing Main Street, and identifying issues and mapping that we will need to do to make this happen. Mayor Mamula stated the idea seems to be supported by the community. Mr. Kuhn asked about an update on recovery plans and Mr. Holman stated we have so far been reactive to the dates set by the County and the State. Mayor Mamula stated we need to make a decision on closing Main Street sooner rather than later. He further stated this closure may allow businesses to have people hang out or dine outside and it will be easier for people to keep distance, but losing parking and traffic are drawbacks. Mayor Mamula stated we also need to consider liquor movement and sidewalk areas. Council agreed that the closure of Main Street might be useful to help with social distancing, and restaurants can control their own areas and sanitation practices within those spaces.

**D) TOWN HALL RE-OPENING PLANS**

Mr. Holman stated town staff are meeting the needs of the community currently, and starting next Monday we will be accepting in-person appointments at Town Hall. He further stated we have put up plexi-glass barriers at the main desk areas, and we will be opening Town Hall doors to the public on May 25<sup>th</sup>. Mr. Holman stated we are looking at safety measures, and we feel we will continue to meet the needs of the community.

**E) UPDATE ON MARCH TAX RETURNS**

Mr. Waldes stated staff ran the latest sales tax numbers for March and we were down 52% overall. He also stated there was some variety in how much the sectors were down, which equates to a \$4.5-5 million hit to the excise fund. He stated we are going to use this information to try to come up with a baseline of activity for the rest of the year.

**F) FUTURE BUDGET REDUCTION PLANNING PROCESS/ DISCUSSION**

Mr. Waldes stated the Town is revising budget numbers daily, and we have updated numbers for year-to-date and we are looking at RETT and assuming a 75% decrease for the rest of the year in that line. Mr. Waldes reviewed his memo in the packet, including the anticipated loss of revenues and the difficulty of budgeting for 2021. Council discussed keeping the workforce healthy and investing in the community, in addition to the difficulties of moving into higher tiers of cuts and how to predict what might happen more than three months away. Council will continue to assess the budget and will make changes in the future if necessary.

**V) OTHER MATTERS**

Ms. Owens stated childcare is going to be a burden for our workforce this year, since camp numbers and daycare numbers will be required to be fewer than normal. Mr.



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Holman stated a countywide committee met to discuss strategies for summer camps and the committee will submit a reopening plan to the County, and the smaller numbers will be a challenge for local families. Ms. Owens stated it will take some smart scheduling by employers to get staff with families back to work.

Ms. Owens also stated she feels we need to continue to support funding for Building Hope during this time, and especially for 2021.

Ms. Owens thanked Council for reopening the skate park and she is hearing more questions about the Rec Center and when it could open. Mr. Holman stated Avalanche Physical Therapy is open in that space now, and we will doing one-on-one personal training starting next week. He further stated the Recreation Center is considered a high risk area, and will be one of the last places to open.

Mr. Gallagher stated that since face masks will be around for a long time, we should consider designing a Breckenridge mask that we can provide to our visitors as a souvenir or similar. Mayor Mamula stated the masks we buy as the Town will be the paper ones and we will need to continue to message the mask protocol.

Mr. Bergeron asked the community to be good citizens and neighbors and to respect each other. Mr. Carleton stated we can be creative and support our own community and he's heard some really great ideas of what we can do to support each other during these difficult times.

**VI) ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 4:51pm. Submitted by Helen Cospolich, CMC, Town Clerk.

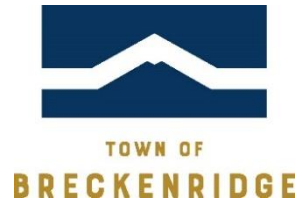
ATTEST:

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Helen Cospolich, CMC, Town Clerk

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Eric S. Mamula, Mayor



# Memo

**To:** Mayor and Town Council Members  
**From:** Tim Berry, Town Attorney  
**Date:** May 1, 2020  
**Subject:** Council Bill No. 14 (Approving Sale of Partial Interest in Mining Claims to Summit County)

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The second reading of Council Bill No. 14 authorizing the sale of a 50% interest in the Town's Smuggler, Silent Friend, Iron, and Crown Point Lodes to Summit County is scheduled for your meeting on May 12<sup>th</sup>. There are no changes proposed to ordinance from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – MAY 12***

2  
3 ***NO CHANGE FROM FIRST READING***

4  
5 COUNCIL BILL NO. 14

6  
7 Series 2018

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

11  
12 WHEREAS, the Town of Breckenridge is the owner of the following described real  
13 property:

14  
15 Smuggler and Silent Friend Lodes, MS# 6335  
16 Iron and Crown Point Lodes, MS# 19905

17  
18 (“Property”)

19 ; and

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

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

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

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

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

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

43  
44 Section 2. The Town Manger is hereby further authorized, empowered and directed to  
45 take all necessary and appropriate action to close the sale of the Property contemplated by the

1 Agreement. In connection therewith, the Town Manager shall have full power and authority to  
2 do and perform all matters and things necessary to the sale of the Property pursuant to the  
3 Agreement, including, but not limited to, the following:

- 4  
5 1. The making, execution and acknowledgement of settlement  
6 statements, closing agreements and other usual and customary  
7 closing documents;
- 8  
9 2. The execution, acknowledgement and delivery to the Buyer of the  
10 deed of conveyance for the Property; and
- 11  
12 3. The performance of all other things necessary to the sale of the  
13 Property by the Town pursuant to the Agreement.

14  
15 Section 3. The Town Council hereby finds, determines, and declares that it has the power  
16 to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article  
17 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

18  
19 Section 4. This ordinance shall be published and become effective as provided by Section  
20 5.9 of the Breckenridge Town Charter.

21  
22 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
23 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2018. A Public Hearing shall be held at the  
24 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
25 \_\_\_\_\_, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
26 Town.

27  
28 TOWN OF BRECKENRIDGE, a Colorado  
29 municipal corporation

30  
31  
32  
33 By: \_\_\_\_\_  
34 Eric S. Mamula, Mayor

35  
36 ATTEST:

37  
38  
39  
40 \_\_\_\_\_  
41 Helen Cospolich, CMC,  
42 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; 6<sup>th</sup> 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.

5. Severability. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.
  
6. Entire Agreement; Subsequent Modification; Assignment. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. This Agreement shall not be assignable by Purchaser without Seller's prior written consent.
  
7. Governmental Immunity Act. The contracting parties understand and agree that the Seller and the Purchaser are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or any other law, protection or limitation otherwise available to the parties and to their respective officers, agents, fiduciaries, representatives and employees.

THIS AGREEMENT IS EFFECTIVE THE DATE FIRST WRITTEN ABOVE.

**SELLER: Town of Breckenridge, Colorado**

By: \_\_\_\_\_  
Rick G. Holman, Town Manager

STATE OF COLORADO     )  
  ) ss.  
County of Summit         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rick G. Holman as Town Manager of the Town of Breckenridge, Colorado.

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

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

**PURCHASER: Board of County Commissioners  
of Summit County, Colorado**

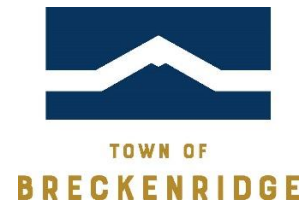
By: \_\_\_\_\_  
Scott Vargo, County Manager

STATE OF COLORADO    )  
  ) ss.  
County of Summit        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Scott Vargo as County Manager of Summit County, Colorado.

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

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



# Memo

**To:** Breckenridge Town Council  
**From:** Rick Holman, Town Manager  
**Date:** 05-06-20  
**Subject:** Second Reading of an Ordinance to Approve a Long-Term Lease with Zweig Law, PC

---

Attached is the proposed second 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. This lease also has an option to renew an additional five years after the initial term. There are no changes to this ordinance or the lease from the first reading.



1                   ***FOR WORKSESSION/SECOND READING – MAY 12***

2  
3                   ***NO CHANGE FROM FIRST READING***

4  
5                   COUNCIL BILL NO. 15

6  
7                   Series 2020

8  
9                   AN ORDINANCE APPROVING A LEASE WITH ZWEIG LAW, PC

10                   (Unit 200, Breckenridge Professional Building; 130 Ski Hill Road)

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

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

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

22  
23                   WHEREAS, the proposed Lease has been reviewed by the Town Attorney and the Town  
24 Council; and

25  
26                   WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

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

31  
32 and;

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

36  
37 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
38 BRECKENRIDGE, COLORADO:

39  
40                   Section 1. The proposed Lease between the Town and Zweig Law, PC, copy of which is  
41 marked **Exhibit “A”**, attached hereto and incorporated herein by reference, is approved, and the  
42 Town Manager is authorized, empowered, and directed to execute such Lease for and on behalf  
43 of the Town of Breckenridge.  
44

1           Section 2. The Town Council finds, determines, and declares that it has the power to  
 2 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
 3 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
 4

5           Section 3. This ordinance shall be published and become effective as provided by  
 6 Section 5.9 of the Breckenridge Town Charter.  
 7

8           INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
 9 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2020. A Public Hearing shall be held at the  
 10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
 11 \_\_\_\_\_, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal  
 12 Building of the Town.  
 13

14   TOWN OF BRECKENRIDGE, a Colorado  
 15   municipal corporation  
 16  
 17

18  
 19   By: \_\_\_\_\_  
 20   Eric S. Mamula, Mayor  
 21

22 ATTEST:  
 23  
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 26 \_\_\_\_\_  
 27 Helen Cospolich  
 28 Town Clerk  
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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

COMMERCIAL LEASE

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

COMMERCIAL LEASE



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

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

COMMERCIAL LEASE

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.

COMMERCIAL LEASE

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 <b>Zweig Law, PC</b>	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.

COMMERCIAL LEASE



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

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

**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

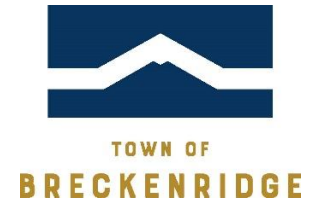
7 It is further agreed that all of the terms and provisions hereof shall inure to the  
8 benefit of the respective heirs, personal representatives, successors and assigns of  
9 Landlord, and shall be binding upon the respective heirs, personal representatives,  
10 successors and assigns of the undersigned. 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  
34  
35  
36



**Memo:**

To: Breckenridge Town Council  
Cc: Rick Holman, Shannon Haynes  
From: James Phelps, Director Public Works  
Date: 5/6/2020 (For May 12 – TC Work Session)  
Subject: First Reading - An Ordinance amending Section 12-4-23 of the Breckenridge Town Code concerning the Water Service Maintenance Fee (WSMF)

---

The Breckenridge Town Charter provides that the Town Council shall by ordinance establish rates for services provided by municipality-owned utilities.

The ordinance attached will amend section 12-4-23 of Title 12 – Municipal Water Service of the Town Code. The amended section will increase the Water Service Maintenance Fee from the current 2019 fee of \$8.00/cycle to \$12.00/cycle. There are six water-billing cycles per year. The new WSMF will take effect for the July 01, 2020 billing cycle and will remain in effect until changed by ordinance.

For clarification, on page 3, line 5 the WSMF is shown as \$4.00/Cycle. This was the total WSMF for 2017. Town Council Bill No. 10 Series 2017 provided for two automatic WSMF increases over two years for a total fee of \$6.00 (2018) and \$8.00 (2019). The WSMF ordinance change took effect January 2018.

The 2020 WSMF increase of \$4.00 was presented/approved as part of the Town Council budget presentation on Oct. 22, 2019. The sum of increase will result for one SFE an increase of \$24.00 or \$72.00 annually.

Staff will be present to answer any questions.

1 ***FOR WORKSESSION/FIRST READING – MAY 12***

2  
3 Additions To The Current Breckenridge Town Code Are  
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_\_

7  
8 Series 2020

9  
10 AN ORDINANCE AMENDING SECTION 12-4-23 OF THE BRECKENRIDGE TOWN  
11 CODE CONCERNING THE WATER SYSTEM MAINTENANCE FEE

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

15  
16 Section 1. Findings. The Town Council of the Town of Breckenridge hereby finds and  
17 determines as follows:

18  
19 A. The Town of Breckenridge is a home rule municipal corporation organized and  
20 existing pursuant to Article XX of the Colorado Constitution.

21  
22 B. On April 1, 1980 the people of the Town of Breckenridge adopted the Breckenridge  
Town Charter.

23 C. Section 13.1 of the Breckenridge Town Charter provides in pertinent part as follows:

24 The town shall have and exercise with regard to all utilities . . . all municipal  
25 powers, including, without limitation, all powers now existing and which may be  
26 hereafter provided by the Constitution and the statutes.

27  
28 D. Section 13.1 of the Breckenridge Town Charter further provides that “the right of the  
29 town to construct . . . any public utility, work or way, is expressly reserved.”

30 E. Section 31-35-402(1)(b), C.R.S., authorizes a municipality to operate and maintain  
31 water facilities for its own use and for the use of public and private consumers and users within  
32 and without the territorial boundaries of the municipality.

33 F. Pursuant to the authority granted by the Breckenridge Town Charter and Section 31-  
34 35-402(1)(b), C.R.S., the Town owns and operates a municipal water system.

35 G. Section 13.3 of the Breckenridge Town Charter provides that “(t)he council shall by  
36 ordinance establish rates for services provided by municipality-owned utilities.”

37 H. Section 31-35-402(1)(f), C.R.S., authorizes a municipality with respect to a municipal  
38 water system:

1 To prescribe, revise, and collect in advance or otherwise, from any consumer or  
2 any owner or occupant of any real property connected therewith or receiving  
3 service therefrom, rates, fees, tolls, and charges or any combination thereof for the  
4 services furnished by, or the direct or indirect connection with, or the use of, or  
5 any commodity from such water facilities . . . .  
6

7 I. Section 31-35-402(1)(f), C.R.S., further provides that the governing body of a  
8 municipality is empowered to establish the rates, fees, tolls, and charges in connection with the  
9 operation of its municipal water system “without any modification, supervision, or regulation of  
10 any such rates, fees, tolls, or charges by any board, agency, bureau, commission or official other  
11 than the governing body collecting them.”

12 J. The action of the Town Council in setting the rates, fees, tolls, and charges to be  
13 charged and collected by the Town in connection with the operation of its municipal water  
14 system is a legislative matter.

15 K. In connection with the adoption of this ordinance, the Town has reviewed, considered  
16 and relied upon a study of the reasonably anticipated current and future maintenance and  
17 expansion costs for the Town’s municipal water system, including the construction of a second  
18 water treatment facility, as prepared by the Town’s Finance Director, and all other matters,  
19 materials and information related thereto or submitted to the Town in connection therewith. All  
20 such materials are to be considered part of the record of the proceedings related to the adoption  
21 of this ordinance.

22 L. It is the belief of the Town Council that customers of the Town’s municipal water  
23 system should pay their fair share of the capital costs associated with the ongoing operation and  
24 the future replacement of the Town’s water system. The imposition of the Water Service  
25 Maintenance Fee as a periodic charge to be paid by all users of the Town’s water system, all as  
26 provided in this ordinance, is fully consistent with such beliefs.

27 M. The Water System Maintenance Fee imposed by this ordinance will help achieve the  
28 Town’s long-term goals and objectives as set forth in Paragraph L of this Section 1.

29 N. The Water System Maintenance Fee imposed by this ordinance is a generally  
30 applicable service fee designed to cover the capital and infrastructure costs associated with the  
31 operation of the Town’s municipal water system.

32 O. The amount of the Water System Maintenance Fee imposed by this ordinance is  
33 determined by the Town Council to be reasonably related to the future capital and infrastructure  
34 costs in the adopted capital plan for the Town’s municipal water system.

35 Section 2. Section 12-4-20 of the Breckenridge Town Code is amended to read as  
36 follows:

37  
38 12-4-20: WATER SYSTEM MAINTENANCE FEE:

39  
40 ~~Commencing with the billing statement issued by the Town in March 2010 (for~~

1 ~~water service provided during the months of January-February 2010), t~~There shall  
2 be included with each billing statement for water service, and there shall be  
3 assessed and paid by each owner whose water using property was connected to  
4 the Town's water system during any portion of the billing cycle, in arrears, a  
5 WSMF fee in the amount of ~~four dollars (\$4.00)~~ **twelve dollars (\$12.00)** per SFE  
6 per billing cycle. The WSMF shall be a water charge within the meaning of  
7 section 12-1-6 of this title, and shall be due and payable to the Town at the same  
8 time and in the same manner as other water charges are due and payable to the  
9 Town under this chapter. Unpaid WSMFs may be collected by the Town as  
10 provided by chapter 6 of this title.

11  
12 Section 3. Section 12-4-23 of the Breckenridge Town Code is amended to read as  
13 follows:

14  
15 12-4-23: ANNUAL ADJUSTMENT OF CERTAIN FEES AND CHARGES:

16  
17 A. On January 1 of each year, commencing in 2018 and continuing thereafter, the  
18 amount of the following fees and charges payable to the Town pursuant to  
19 Chapter shall be increased as follows:

20  
21 1. On January 1, 2018 the amount of the PIF to be paid to the Town pursuant  
22 to Section 12-4-3 shall be increased by an amount equal to twenty (20%)  
23 percent of the previous year's PIF. On January 1, 2019, and each year  
24 thereafter, the amount of the PIF to be paid to the Town pursuant to Section  
25 12-4-3 shall be increased by an amount equal to ten percent (10%) of the  
26 previous year's PIF. The increased PIF rate shall apply to all applications for  
27 water service that have not been fully paid by the effective date of such rate  
28 increase.

29  
30 2. the amount of the in Town base user fee for all residential water users to be  
31 paid to the Town pursuant to Section 12-4-11A shall be increased by an  
32 amount equal to five percent (5%) of the previous year's base user fee.

33  
34 3. the amount of the excess use charge to be paid to the Town pursuant to  
35 Section 12-4-11B shall be increased by an amount equal to five percent (5%)  
36 of the previous year's excess use charge.

37  
38 4. each of the in Town base user fees for all nonresidential water users to be  
39 paid to the Town pursuant to Section 12-4-12A shall be increased by an  
40 amount equal to five percent (5%) of the previous year's base user fee.

41  
42 5. the fee due to the Town pursuant to Section 12-4-13 shall be increased by  
43 an amount equal to five percent (5%) of the previous year's fee.

44  
45 6. the bulk water fee due to the Town pursuant to Section 12-4-14 shall be  
46 increased by an amount equal to five percent (5%) of the previous year's bulk



1 water fee. The connection fee and deposit required by Section 12-4-14 shall  
2 not be increased.

3  
4 ~~B. On January 1, 2018 the water system maintenance fee (WSMF) to be paid to~~  
5 ~~the Town pursuant to Section 12-4-20 shall be increased to six dollars (\$6.00)~~  
6 ~~per SFE per billing cycle. On January 1, 2019 the water system maintenance~~  
7 ~~fee (WSMF) to be paid to the Town pursuant to Section 12-4-20 shall be~~  
8 ~~increased to eight dollars (\$8.00) per SFE per billing cycle. The water system~~  
9 ~~maintenance fee (WSMF) as adjusted on January 1, 2019 shall remain in~~  
10 ~~effect until changed by ordinance duly adopted by the Town Council.~~

11  
12 ~~C. On January 1, 2018 the water system maintenance fee (WSMF) to be paid to~~  
13 ~~the Town by each owner whose out of town water using property was~~  
14 ~~connected to the Town's water system during any portion of the billing cycle~~  
15 ~~pursuant to Section 12-5-6-1 shall be increased to six dollars (\$6.00) per SFE~~  
16 ~~per billing cycle. On January 1, 2019 the water system maintenance fee~~  
17 ~~(WSMF) to be paid to the Town by out of Town water users pursuant to~~  
18 ~~Section 12-5-6-1 shall be increased to eight dollars (\$8.00) per SFE per billing~~  
19 ~~cycle. The water system maintenance fee (WSMF) as adjusted on January 1,~~  
20 ~~2019 shall remain in effect until changed by ordinance duly adopted by the~~  
21 ~~Town Council.~~

22  
23 ~~D.~~ Not later than thirty (30) days after a fee or charge enumerated above is  
24 adjusted as provided the Town Clerk shall cause to be published a public  
25 notice setting forth the amount of the adjusted fee or charge. Such notice shall  
26 be published one time in a newspaper of general circulation in the Town;  
27 provided, however, that the failure of the Town Clerk to cause such notice to  
28 be published shall not affect the validity of the adjustment to the fee or charge  
29 as made pursuant to this section.

30  
31 Section 4. Section 12-5-6-1 of the Breckenridge Town Code is amended to read as  
32 follows:

33  
34 12-5-6-1: WATER SYSTEM MAINTENANCE FEE:

35  
36 ~~Commencing with the billing statement issued by the town in March 2010 (for~~  
37 ~~water service provided during the months of January through February 2010),~~  
38 ~~†~~ There shall be included with each billing statement for out of town water service,  
39 and there shall be assessed and paid by each owner whose out of town water using  
40 property was connected to the town's water system during any portion of the  
41 billing cycle, in arrears, a WSMF in the amount of ~~four dollars (\$4.00)~~ **twelve**  
42 **dollars (\$12.00)** per SFE per billing cycle. The WSMF shall be a water charge  
43 within the meaning of section 12-1-6 of this title, and shall be due and payable to  
44 the town at the same time and in the same manner as other water charges are due  
45 and payable to the town under this chapter. Unpaid WSMFs due from out of town  
46 water users may be collected by the town as provided by chapter 6 of this title.

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Section 5. Except as specifically amended by this ordinance, the Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

Section 6. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the provisions of Section 31-35-402, C.R.S., and the powers possessed by home rule municipalities in Colorado.

Section 7. This ordinance shall be published as required by the Breckenridge Town Charter and shall become effective July 1, 2020.

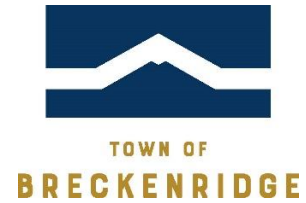
INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2020. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2020, at 7:00 P.M., or as soon thereafter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



# Memo

**To:** Mayor and Town Council  
**From:** Julia Puester, AICP, Assistant Community Development Director  
**Date:** 5/4/2020 for meeting of May 12, 2020  
**Subject:** Overhead Walkway Lighting First Reading

---

Staff took the bistro and decorative lighting topic to the March 10 Town Council worksession. At that meeting, staff received support for a new category of exterior lighting over walkways which would allow for similar installations as was approved by the Town Council for the Parking Structure project (between Town Hall and the Breckenridge Professional Building).

This code amendment would allow for year round decorative downcast, fully shielded lighting above walkways and between buildings in commercial Lighting Zones 1&2 (which generally includes the Historic District and areas east of Park Avenue).

Staff has attached the first reading of the ordinance and will be available at the meeting for any questions.

1 ***FOR WORKSESSION/FIRST READING – MAY 12***

2  
3 Additions To The Current Breckenridge Town Code Are  
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_\_

7  
8 Series 2020

9  
10 AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 9 OF THE BRECKENRIDGE  
11 TOWN CODE CONCERNING OVERHEAD WALKWAY LIGHTING

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

15  
16 Section 1. Section 9-12-7 of the Breckenridge Town Code is amended by the addition of  
17 the following definition of “Overhead Walkway Lighting”:

18  
**OVERHEAD WALKWAY**  
**LIGHTING:**

**Downcast, fully shielded small white or**  
**clear “warm or “soft” bulbs which provide**  
**outdoor light for the purpose of directing**  
**pedestrian traffic through a narrow**  
**publicly owned access corridor that is not a**  
**public street or alley. Overhead walkway**  
**lights shall be installed on a black or gray**  
**wire or metal rod, not to exceed 3,000**  
**Kalvin or a maximum of 850 total lumens**  
**across the property or area.**

19  
20 Section 2. Section 9-12-8 of the Breckenridge Town Code is amended by the addition of  
21 a new item I as follows:

22  
23 **I. Overhead Walkway Lighting: Overhead walkway lighting is permitted year**  
24 **round in Lighting Zone 1 and Lighting Zone 2.**

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 hereby 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 hereby finds, determines and declares that it has the power  
35 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,

1 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal  
2 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)  
3 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to  
4 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers  
5 contained in the Breckenridge Town Charter.

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

9  
10 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
11 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2020. A Public Hearing shall be held at the  
12 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
13 \_\_\_\_\_, 2020, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
14 Town.

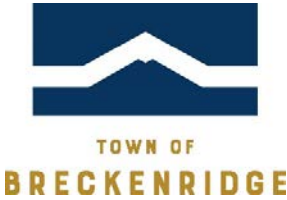
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16 TOWN OF BRECKENRIDGE, a Colorado  
17 municipal corporation  
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21 By: \_\_\_\_\_  
22 Eric S. Mamula, Mayor  
23

24 ATTEST:

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28 \_\_\_\_\_  
29 Helen Cospolich, CMC,  
30 Town Clerk  
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# Memo



To: Breckenridge Town Council Members  
From: Jim Baird, Police Chief  
Date: 4/16/2020  
Subject: Noise Ordinance Change

---

The attached resolution, if passed by Council, would modify Town Code to make a violation of Chapter 8 of Title 5 (noise ordinance) an 'infraction' instead of a misdemeanor criminal violation (current). This change was recommended by Judge Allen during his annual update to Town Council.

The ordinance change in draft form does not provide for a higher fine than the current general infraction fine limit of \$500. This would effectively cap any violations at that amount. This change would also eliminate the right to a jury trial for those in violation as well as prohibit the sentencing of jail time.

I believe my staff can still effectively enforce the Town's Noise Ordinance with this change and recommend approval of the resolution. Tim Berry and I will be present in some manner at the work session on May 12th to answer any questions.

1 ***DRAFT March 17, 2020 DRAFT***

2  
3 Additions To The Current Breckenridge Town Code Are  
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_

7  
8 Series 2020

9  
10 AN ORDINANCE CONCERNING THE PENALTY FOR VIOLATING CHAPTER 8 OF  
11 TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING NOISE

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

15  
16 Section 1. Section 5-8-15A of the Breckenridge Town Code is amended to read as  
17 follows:

18  
19 5-8-15: PENALTY:

20  
21 ~~A. It shall be a misdemeanor offense for any person to violate any provision of~~  
22 ~~this chapter. Any person convicted of having violated any provision of this~~  
23 ~~chapter shall be punished as set forth in title 1, chapter 4 of this code. **It is an**~~  
24 ~~**“infraction”, as defined in section 1-3-2 of this Code, for any person to violate**~~  
25 ~~**any of the provisions of this chapter. Every person found liable for a**~~  
26 ~~**violation of any provision of this chapter shall be punished as provided in**~~  
27 ~~**section 1-4-1-1 of this Code.**~~

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

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

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

40  
41 Section 5. This ordinance shall be published and become effective as provided by Section  
42 5.9 of the Breckenridge Town Charter.

43  
44 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
45 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2020. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
2 \_\_\_\_, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
3 Town.

4  
5 TOWN OF BRECKENRIDGE, a Colorado  
6 municipal corporation  
7

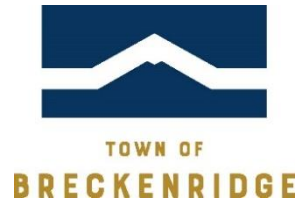
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10 By: \_\_\_\_\_  
11 Eric S. Mamula, Mayor  
12

13 ATTEST:  
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18 Helen Cospolich, CMC,  
19 Town Clerk  
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500-40\Noise Ordinance Infraction Ordinance (03-17-20)





# Memo

**To:** Mayor and Town Council Members  
**From:** Tim Berry, Town Attorney  
**Date:** May 6, 2020  
**Subject:** Proposed Amendments to Town Project Ordinance

---

Several years ago the Town Council adopted the Town Project Ordinance. This ordinance establishes a special process for reviewing and approving public projects proposed to be undertaken by the Town. The Town's Development Code regulates private development activities within the Town. In adopting the Town Project Ordinance the Town Council acknowledged that public projects should be processed differently than private development projects.

The enclosed ordinance amends the Town Project Ordinance as follows:

1. Section 1 of the ordinance clarifies that the Off-Street Parking Regulations and the Exterior Lighting Regulations do not apply to Town Projects.
2. Sections 2 and 3 of the ordinance establish a requirement that public notice of the Planning Commission's public hearing on a proposed Town Project, as well as public notice of the Town Council's final decision on a proposed Town Project. In both instances, public notice must be given in the same manner as public notice is given for a final hearing on a Class A development permit application. This will require that notice be mailed to all property owners whose property lies within 300 feet of the site of the proposed Town Project not less than 11 days nor more than 18 days prior to the Planning Commission or Town Council hearing on the proposed Town Project.
3. Not every Town Project is required to be referred to the Planning Commission for the Commission's recommendation. Section 4 of the ordinance amends the list of Town Projects that are not required to be referred to the Planning Commission to include the grading and underground utility work associated with a Town Project.
4. The list of Town Projects not requiring referral to the Planning Commission includes Town projects involving the erection or improvement of surface public parking facilities, as well as a Town Project that would be classified as a Class C, D major or D minor development (i.e., smaller projects) under the Town's Development Code. Section 5 of the ordinance clarifies that the approval of such Town Projects is to be made by the Community Development Director.

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

1 ***FOR WORKSESSION/FIRST READING – MAY 12***

2  
3 Additions To The Current Breckenridge Town Code Are  
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_

7  
8 Series 2020

9  
10 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 9 OF THE BRECKENRIDGE  
11 TOWN CODE CONCERNING TOWN PROJECTS

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

15  
16 Section 1. Section 9-14-2 of the Breckenridge Town Code is amended to read as follows:

17  
18 9-14-2: TOWN COUNCIL AUTHORITY OVER TOWN PROJECTS:

19  
20 The town council, in its sole discretion, shall determine whether a town project is  
21 necessary or advisable for the public good, and whether the project shall be  
22 undertaken. If a town project is to be undertaken, the town council, in its sole  
23 discretion, has the sole and final authority to determine all aspects of the town  
24 project, including, but not limited to, its location and design. Chapters 1, 3 and 12  
25 of this title and the town of Breckenridge land use guidelines do not apply to town  
26 projects, but town projects shall be processed instead in accordance with the  
27 provisions of this chapter.

28  
29 Section 2. Section 9-14-4B of the Breckenridge Town Code is amended to read as  
30 follows:

31  
32 B. In connection with its review of a proposed town project, the planning  
33 commission shall schedule and hold one or more public hearings, notice of which  
34 shall be published on the town’s website for at least five (5) days prior to the  
35 hearing. **In addition to posting on the Town’s website, notice of the planning**  
36 **commission’s public hearing on a proposed town project shall be given in the**  
37 **same manner as is required for a final hearing on a Class A development**  
38 **permit application pursuant to chapter 1 of this title. Failure of a person to**  
39 **receive the notice described in this section shall not impair the validity of the**  
40 **planning commission’s public hearing on a proposed town project, or the**  
41 **planning commission’s recommendation to the town council with respect to**  
42 **such proposed town project.** Because the process of reviewing and approving a  
43 town project is discretionary and administrative, and not quasi-judicial, any  
44 member of the town council may properly attend the planning commission’s  
45 public hearing(s) and deliberations with respect to a proposed town project.

1  
2       Section 3. Section 9-14-4E of the Breckenridge Town Code is amended to read as  
3 follows:

4  
5       E. The final decision with respect to a proposed town project shall be made by the  
6 town council at a regular or special meeting. **The date of the town council**  
7 **meeting shall be determined by the Town Manager.** The proposed town project  
8 shall be listed on the town council's agenda that is posted in advance of the  
9 meeting on the town's website. **In addition to posting on the Town's website,**  
10 **notice that the town council will consider a proposed town project at such**  
11 **meeting shall be given in the same manner as is required for a final hearing**  
12 **on a Class A development permit application pursuant to chapter 1 of this**  
13 **title. Failure of a person to receive the notice described in this section shall**  
14 **not impair the validity of any action taken by the town council on a proposed**  
15 **town project.**

16  
17       Section 4. Section 9-14-5A of the Breckenridge Town Code is amended by the addition  
18 of the following provision:

19  
20       **2.5. Grading and underground utility work associated with a town project.**

21  
22       Section 5. Section 9-14-5A of the Breckenridge Town Code is amended to read as  
23 follows:

24  
25       9-14-5: TOWN PROJECTS NOT REQUIRING PLANNING COMMISSION  
26 REVIEW:

27  
28       A. Notwithstanding section 9-14-4 of this chapter, the planning commission is not  
29 required to review and provide a recommendation with respect to the following  
30 categories of town projects:

- 31       1. Public road or alley improvements;  
32       2. The installation or replacement of the town's public utilities and structures  
33       associated with the operation of the town's public utilities;  
34       3. The erection or improvement of surface public parking facilities;  
35       4. Minor repairs to any public facility;  
36       5. Any work that would be classified as a class C, class D major, or class D minor  
37       development under the town's development code; or  
38       6. Any other proposed town project that the town council determines need not be  
39       reviewed by the planning commission.

40  
41       **Approval of exempt projects under Section A3 and A5 shall be made by the**  
42 **Director. All other exempt projects shall not require approval of the**  
43 **Director.**

44  
45       B. All exempt projects may be undertaken by the town council without planning  
46       commission review, and without formal town council approval.

1  
2 C. Nothing in this section limits the discretionary authority of the town council to  
3 have any of the exempted town projects reviewed by the planning commission if  
4 the council determines that such review would be beneficial.  
5

6 Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the  
7 various secondary codes adopted by reference therein, shall continue in full force and effect.  
8

9 Section 7. The town council hereby finds, determines and declares that this ordinance is  
10 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
11 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
12 thereof.

13 Section 8. The town council finds, determines and declares that it has the power to adopt  
14 this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act, Article 20  
15 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning  
16 powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv) Section 31-  
17 15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to home rule  
18 municipalities by Article XX of the Colorado Constitution; and (vi) the powers contained in the  
19 Breckenridge Town Charter.

20 Section 9. The town council finds, determines and declares that it has the power to adopt  
21 this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the  
22 Colorado Constitution and the powers contained in the Breckenridge Town Charter.

23 Section 10. This ordinance shall be published and become effective as provided by  
24 Section 5.9 of the Breckenridge Town Charter.

25  
26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
27 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2020. A Public Hearing shall be held at the  
28 regular meeting of the town council of the Town of Breckenridge, Colorado on the \_\_\_ day of  
29 \_\_\_\_\_, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
30 Town.

31  
32 TOWN OF BRECKENRIDGE, a Colorado  
33 municipal corporation  
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35  
36  
37 By: \_\_\_\_\_  
38 Eric S. Mamula, Mayor  
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1 ATTEST:

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



# Memo

To: Breckenridge Town Council Members  
From: Mark Truckey, Director of Community Development  
Date: May 6, 2020  
Subject: Planning Commission Decisions of the May 5, 2020 Meeting

---

***DECISIONS FROM THE PLANNING COMMISSION MEETING, May 5, 2020:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

**CLASS C APPLICATIONS:**

Fritzler Addition & Remodel, 94 Sunbeam Drive, PL-2020-0060

A proposal to construct a new two-car garage with suite above that is connected to the interior of an existing single family residence. The existing single-car garage will be converted into a bedroom. Additional minor changes to accommodate the addition are also proposed. *Approved.*

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.



# Breckenridge South



## PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 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	

### APPROVAL OF MINUTES

With the below changes, the April 21, 2020 Planning Commission Minutes were approved.

Ms. Leidal – I have a correction. The minutes stated I raised a question about the window well encroaching into the south setback but it was actually a question about the overhang.

### APPROVAL OF AGENDA

With no changes, the May 5, 2020 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

### CONSENT CALENDAR:

1. Fritzler Addition & Remodel (LS), 94 Sunbeam Drive, PL-2020-0060

With no call-ups, the Consent Calendar was approved as presented.

### OTHER MATTERS:

1. Town Council Update: Mr. Truckey presented information on the two most recent Town Council meetings.

#### April 28th

- The Sustainable Building Code was approved on second reading. Eli Johnston and Matt Wright provided research on the building cost differences between current code and updated code.
- The Housing Mitigation Policy discussion is on hold until a later date when an in-person meeting can take place.
- The Logan Thompson Memorial sculpture was approved as a Town Project at a location near the skate park.

Small Cell recommendations – Six small cell smart poles are proposed at three street intersections in the Town core, two new macro sites on Town owned buildings (to be further vetted as one is proposed on a historic site) and one existing camouflaged American Tower Corporation macro site at the gondola station. This would give the Town core complete cellular and data capacity by installing camouflaged macro sites as a blanket coverage and increased data capacity through the smart poles. Phase 3 includes coverage for areas outside the core of town. The poles can accommodate two separate providers, making it a small footprint for co-location. We are working with American Tower and New-Com, and AT&T and Verizon to ensure the pole design will not only meet the Town's aesthetic but will be functional to the providers.



May 5<sup>th</sup>

- The Council adopted an emergency ordinance requiring face masks to be worn when entering businesses or when outside in public places and not able to maintain 6' of distance to other individuals.
- A proclamation was adopted to support mental Health Awareness Month.
- The Small Business Rent Relief Program has awarded \$630,000 for 209 businesses in April. The main focus of the program was to aid small retail and restaurant businesses. Landlords had to provide rental abatement or deferment to be eligible for the program. The Council is looking at offering an amount of half of the previous award for May rent relief.
- The Individual Relief fund has assisted 389 individuals with a total of \$500,000 in funding. The program is implemented by FIRC with funding provided by the Town. The Council is now looking at possibly providing some additional funding as there is a waiting list of over 100 individuals.
- The Council has decided to close down Main Street this summer to promote social distancing since our sidewalks are so narrow. The Town will possibly explore allowing restaurants to have seating in the right-of-way. Staff is in the in the process of figuring out the logistics.
- Sales Tax – March was 52% down over last year. It is projected the town will experience a 65% sales tax revenue decrease for the remainder of the year. Some of the budget reductions will affect the Planning Commission. Planning Commission dinners and training (along with staff training) have been eliminated for the remainder of the year. Large capital projects such as the Milne project have also been eliminated. The 2021 budget is more uncertain but we should have a better idea how the economic comeback is after July and August.

*Commissioner Questions / Comments:*

- Mr. Moore: A different company puts poles in and rents to the providers? (Ms. Puester: Yes, but we are trying to incentivize providers to rent space on buildings instead of poles with low rents.)
- Mr. Schuman: How long is the face mask emergency ordinance going to last? (Mr. Truckey: I believe it coincides with mayoral emergency declaration but will have to check.)
- Mr. Gerard: When is the Town re-opening? (Mr. Truckey: We will do a soft reopening of Town Hall next week with staggered staffing, in-person appointments and adequate social distancing. The rec center will be one of the last facilities to re-open. Decisions on restaurant in-person dining have not been made.)
- Mr. Schuman: Is the Business Rent Relief a grant program or a loan? (Mr. Truckey: It is a grant program.)
- Mr. Giller: Great idea closing Main Street to vehicular traffic, have you seen the pocket parks that are approximately the size of a parking space?
- Mr. Moore: Will we review the outside space businesses will use associated with the closing of Main Street? (Mr. Truckey: Most likely no because the review process will have to be expedited so it will be a staff administrative review.)
- Mr. Moore: Any update on the Peak 8 Hotel? (Mr. Kulick: I have been in correspondance with the developer and he is still continuing to move forward and has been focused on discussions pertaining to site work and infrastructure improvements.)
- Mr. Schuman: Will projects be given an extended vesting because of the circumstances. (Mr. Truckey: We have not explored that yet but if the current situation continues it is a possibility.)
- Mr. Gerard: We will likely be meeting virtually through the first meeting in June and likely beyond.

**ADJOURNMENT:**

The meeting was adjourned at 6:15pm.

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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.*

**May 2020**

<b>Tuesday, May 12, 2020</b>	<b>3:00 pm / 7:00 pm</b>	<b>Town Hall Chambers</b>	<b>First Meeting of the Month</b>
<b>Tuesday, May 26, 2020</b>	<b>3:00 pm / 7:00 pm</b>	<b>Town Hall Chambers</b>	<b>Second Meeting of the Month</b>

**June 2020**

<b>Tuesday, June 9, 2020</b>	<b>3:00 pm / 7:00 pm</b>	<b>Town Hall Chambers</b>	<b>First Meeting of the Month</b>
<b>Tuesday, June 23, 2020</b>	<b>3:00 pm / 7:00 pm</b>	<b>Town Hall Chambers</b>	<b>Second Meeting of the Month</b>

**Other Meetings**

May 12th, 2020	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 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 Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 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 Summit Combined Housing Authority	8:15am 9:00am
May 28th, 2020	Breckenridge Tourism Office Board Meeting Northwest CO Council of Governments QQ - Quality and Quantity - Water District RW&B Board Meeting	8:30am 10:00am 10:00am 3:00pm
June 2nd, 2020	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
June 3rd, 2020	Breckenridge Events Committee I-70 Coalition Childcare Advisory Committee	9:00am 10:00am 3:00pm
June 9th, 2020	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 1:30pm
June 10th, 2020	Breckenridge Heritage Alliance	Noon
June 11th, 2020	Upper Blue Sanitation District	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 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
July 1st, 2020	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	I-70 Coalition	10:00am
	Childcare Advisory Committee	3:00pm
July 7th, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
TBD	Water Task Force Meeting	8:00am
	Art Installation Meeting	2:00pm
	Breckenridge Creative Arts	4:00pm