



TOWN OF  
**BRECKENRIDGE**

**Town Council Work Session**

Tuesday, August 22, 2023, 3:00 PM

Town Hall Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE IS HOLDING HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Login information is available in the calendar section of our website: [www.townofbreckenridge.com](http://www.townofbreckenridge.com). If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

**I. BRECKENRIDGE TOURISM OFFICE WORKPLAN REVIEW (3:00-3:30pm)**  
BTO Presentation

**II. PLANNING COMMISSION DECISIONS (3:30-3:35pm)**  
Planning Commission Decisions

**III. LEGISLATIVE REVIEW (3:35-4:00pm)**  
Display of Outdoor Merchandise Code Change (Second Reading)  
Ordinance Approving the Breckenridge Tourism Office Lease (Second Reading)  
Howe Residence Local Landmarking (First Reading)  
Casey Residence Local Landmarking (First Reading)

**IV. MANAGERS REPORT (4:00-4:30pm)**  
Public Projects Update  
Mobility Update  
Sustainability Update  
Housing and Childcare Update  
Committee Reports  
Breckenridge Events Committee  
Financials  
Town Attorney Update  
Approval of Banner Artwork - Hispanic Heritage Month

**V. OTHER (4:30-4:45pm)**  
Town Manager Recruitment Process

**VI. PLANNING MATTERS (4:45-6:15pm)**  
Net Zero Density Calculation Code Amendment

## BGV Peak 8/Gold Rush Lot Development Discussion

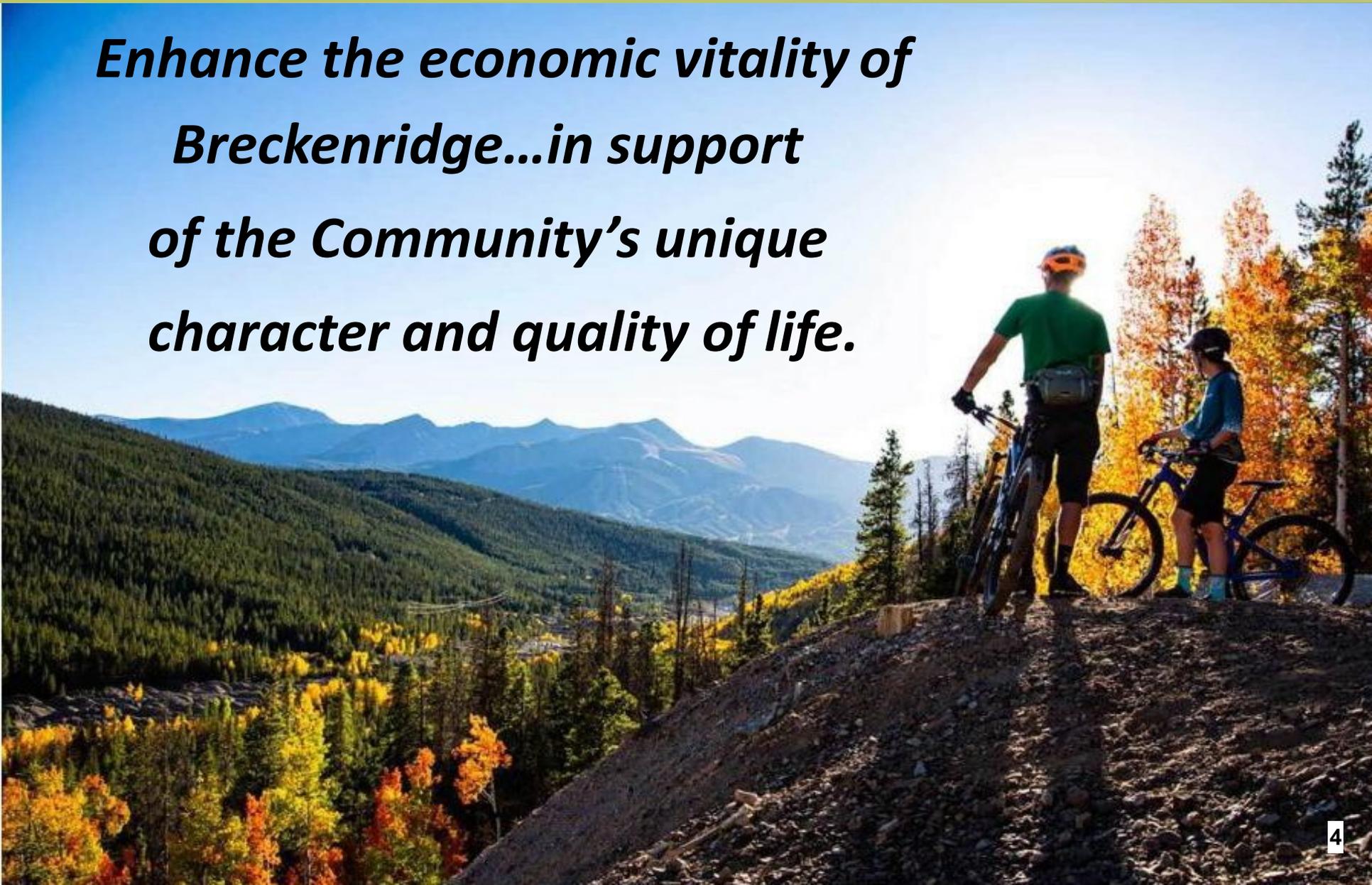
# Town Council/BTO Work Session

August 22, 2023

- REVIEW CURRENT PROGRESS/PRIORITIES
- DISCUSS 2024-2026 STRATEGY/GOALS

# BTO MISSION

***Enhance the economic vitality of  
Breckenridge...in support  
of the Community's unique  
character and quality of life.***



# VISION

BTO is a recognized industry leading DMMO. We elevate Breckenridge beyond the tourism lens by enhancing our image as a dynamic place where everyone is welcome to live, work, and visit.



# BTO Strategic Plan / GOALS

**Drive business model for long-term viability in tandem with TC goals.**

**Elevate and protect integrity of Breckenridge's authentic character and brand. Reflect that our community is friendly and welcoming to all.**

**Provide baseline data and industry best practices to better understand how we can be a continually more welcoming community for all.**

**Develop Destination Management tools for continual improvement of the Breckenridge experience for guests and residents. Improve engagement, advocacy, and education within community.**

**Maintain Breckenridge Tourism Office as a highly regarded organization and employer of choice.**



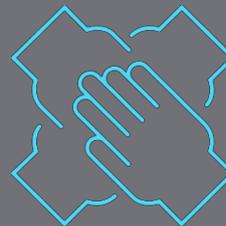
# Destination Management Plan Goals

## STRATEGIC GOALS

The Breckenridge Town Council, Breckenridge Tourism Office, many key stakeholders, and a wide breadth of other local community and business members have aligned around these four strategic goals to realize the Vision:



Deliver a balanced year-round economy driven by destination tourism by 2024



Elevate and fiercely protect Breckenridge's authentic character and brand — our hometown feel and friendly atmosphere



More boots and bikes, less cars



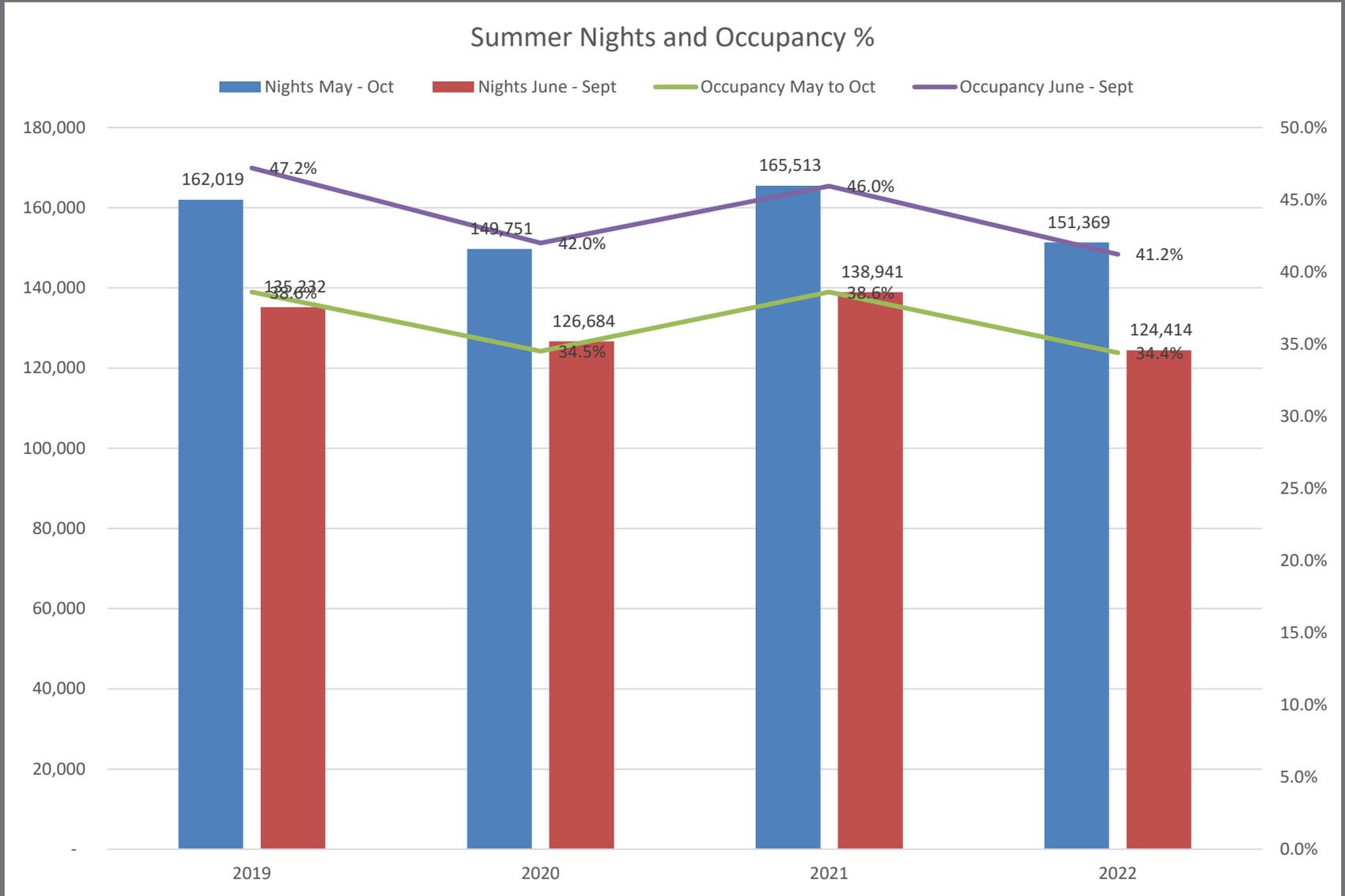
Establish Breckenridge at the leading edge in mountain environmental stewardship and sustainable practices



# BTO Summer/Fall Marketing Results



# Seasonal Occupancy & Room Nights - DMX

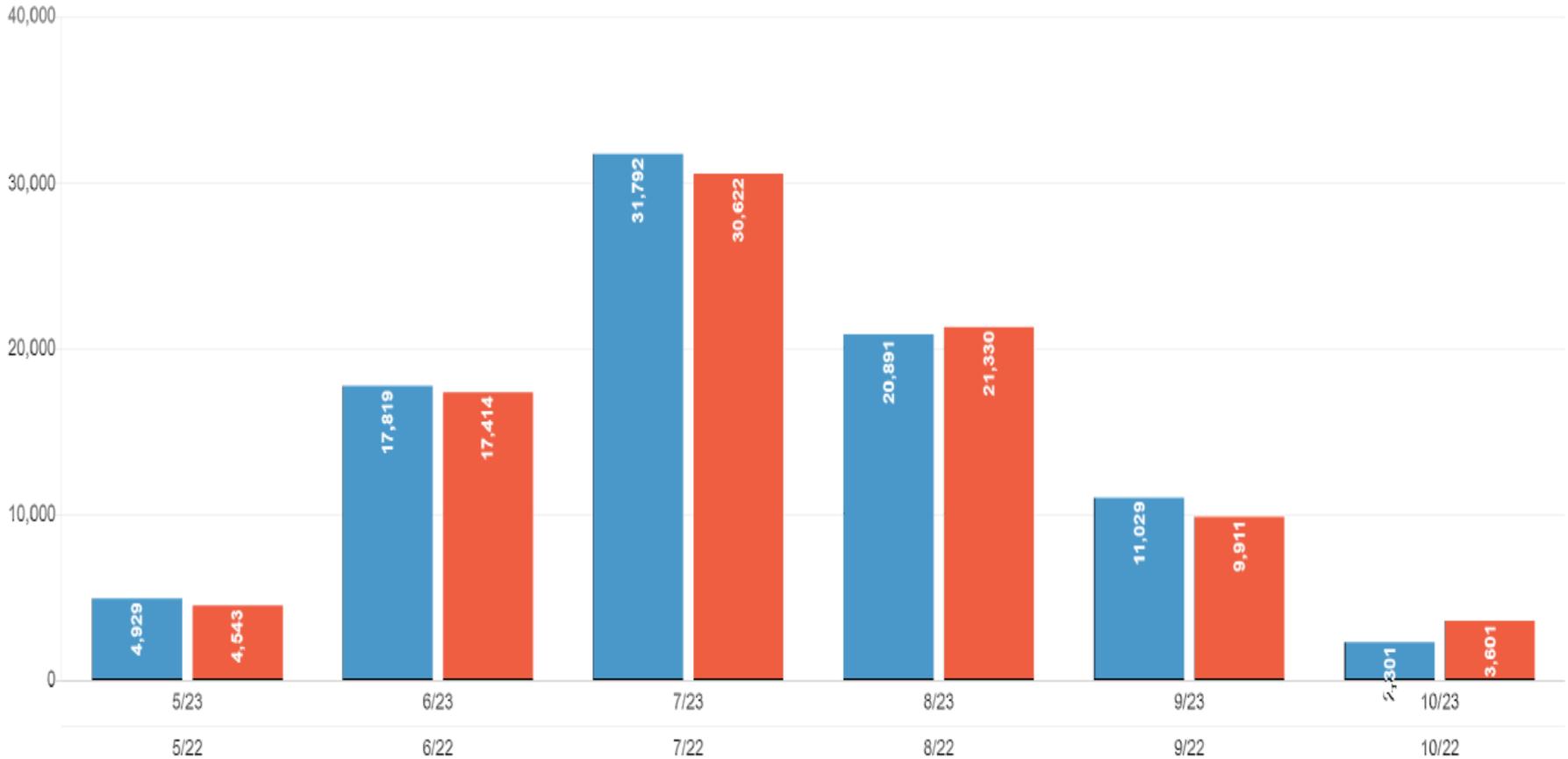


# Summer Room Nights – Key Data



## Breckenridge Guest Nights

Breckenridge | (5/1/2023 to 10/31/2023 as of 8/14/2023) | 88,761 Breckenridge (Compared 5/2/2022 to 11/1/2022 as of 8/14/2022) | 87,421



# Who is visiting Breckenridge?



# Breckenridge Guest Demographics Comparison

SUMMARY	2023	2019
Out Of State Overnight (OOS)	48%	59%
CO Overnight	17%	20%
Day Visitor	12%	21%
<b>Total Out Of State "OOS + Day"</b>	<b>70%</b>	<b>68%</b>
<b>Of Day Visitors % from "OOS"</b>	<b>42%</b>	<b>45%</b>
<b>Fly</b>	<b>48%</b>	<b>36%</b>
<b>Length Of Stay</b>	<b>5.5</b>	<b>4.5</b>
<b>Primary Markets</b>		
<b>Texas</b>	<b>18%</b>	<b>12%</b>
<b>Kansas</b>	<b>5%</b>	<b>5%</b>
<b>Florida</b>	<b>3%</b>	<b>4%</b>

NPS 2023:  
89.3 Overall (intercept)



# OOS Mobile Phone Tracking – May to July 2023

## Top Markets

Texas

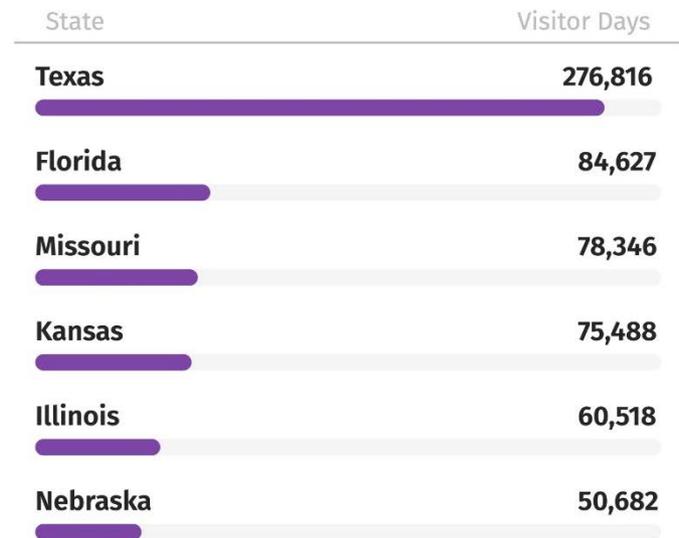
**276,816**

Florida

**84,627**

Missouri

**78,346**

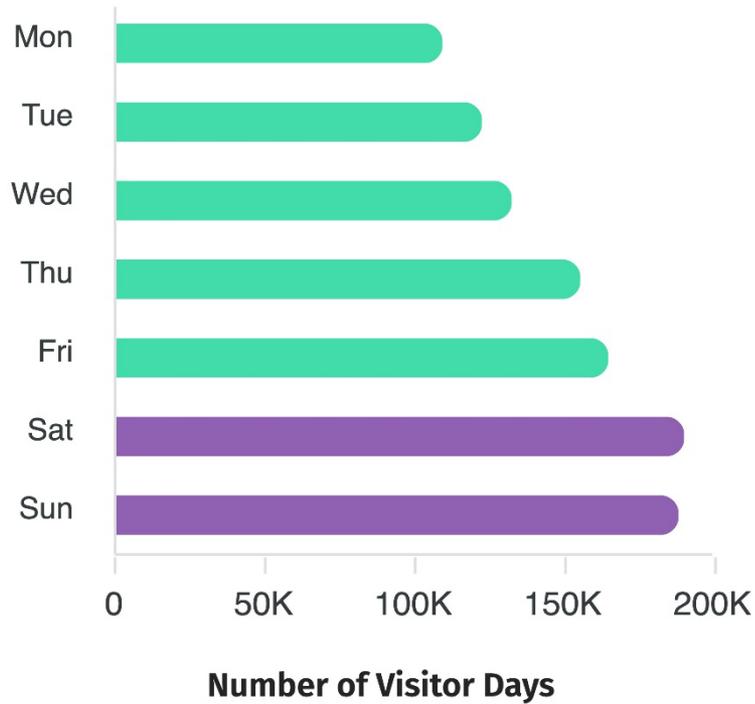


Data excludes instate overnight and all day visitors

# OOS Mobile Phone Tracking – May to July

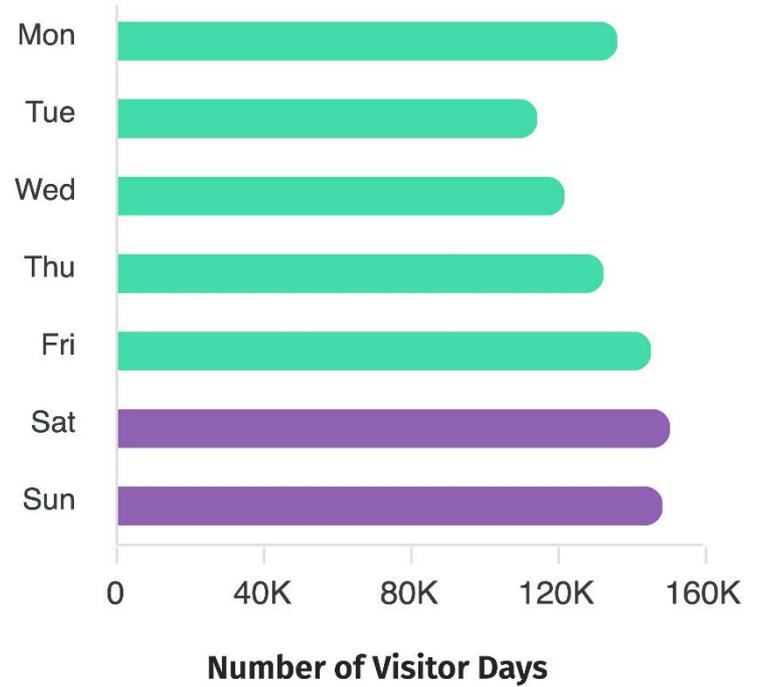
2023

## Weekday vs. Weekend



2019

## Weekday vs. Weekend



Data excludes instate overnight and all day visitors

# Destination Management

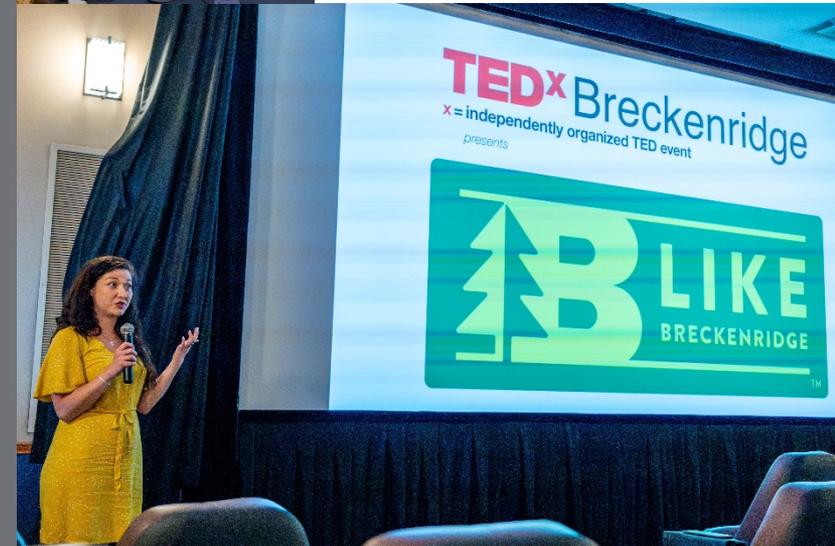
## Community Vision

Harmony of quality of life for residents  
and quality of place for visitors



# B LIKE BRECKENRIDGE BUSINESS PARTNERSHIP

Beaver Run Resort & Conference Center  
Breckenridge Grand Vacations  
Blue River Bistro  
Breckenridge Après Ski  
Breckenridge Tours  
Joy of Sox  
Mountain Time Escape Rooms  
Performance Tours Rafting  
Portfolio Gallery  
TEDxBreckenridge  
+ more pledged



# B LIKE BRECKENRIDGE RESPONSIBLE STEWARDSHIP CAMPAIGN

## 2022 Governor's Award for Outstanding Sustainability Initiative



# BTO PR & Marketing: Diversity, Equity, and Inclusion



Diversity, equity, and inclusion efforts have been a continued part of our media hosting, model selection, and influencer selection.

Our choice to work with up-and-coming Black Travel Reporter Tomika Jones resulted in a Heartland Emmy Award!



# 35 % of Summer/Fall Digital Creative is DEI



FRIDAY, SEPTEMBER 15 - 11:00AM-6:00PM

SATURDAY, SEPTEMBER 16 - 11:00AM-6:00PM

SUNDAY, SEPTEMBER 17 - 11:00AM-5:00PM

OKTOBERFEST 5K TRAIL RUN

Carousel Social Post



TRAVEL   ART & CULTURE   ENTERTAINMENT   HOME & RANCH   FOOD & DRINK   FASHION   REAL ESTATE   C&I SF



My Main Street tour includes an edifying stroll through the Breckenridge Welcome Center & Museum, where the town's gold-excavating origins and 1960s resort rebirth are thoroughly mined, and the complex history of settlers' arrival to the Native land of the Ute people is explored. Across the street is the Barney



# Destination Management – Outreach

## OneBreckenridge.com

- Resource hub for Breckenridge residents and businesses, approx. 22,000 page views in 2022
- Received 2022 WebAward for Government Standard of Excellence

## DMMO Download

- Bi-weekly distribution email campaign, 42% average open rate (well above industry average), over 3,000 recipients

## Business Canvassing

- Physical distribution of resources to businesses delivered approximately every other month (event FAQs, town maps, etc.)

## Winter & Summer Previews, Annual Meeting

- Bi-annual hybrid events, roughly 100 in attendance per session

## Hispanic & Minority Engagement

- Completed 2 semesters (4 Classes of 25+) of FREE English as a Second Language Classes
- Registration starting for class in Fall semester. Plan for Spring 2024 and Summer 2024 Classes



# Destination Management - Research

## MARKETING

- Guest profiles, geo tracking/points of interest, competitive, brand share of voice, social media sentiment

## MANAGEMENT

- Guest satisfaction/return rate Resident Sentiment (Implement late September 2023)
- Event surveys
- Other surveys at TOB or community request
- Joined Colorado Consortium



# Destination Management - Training

## GUEST SERVICE

- One Breckenridge Service Champion Training
- Service Champion Recognition

## BRECKENRIDGE ORIENTATION

- Breck 101: Trained 200+ Breckenridge employees and showcased 27 businesses
- Hosted community-building events such as trivia nights and scavenger hunts for over 200 frontline employees

## BUSINESS ASSISTANCE TRAINING

- Google My Business
- Social Media



# Strategy Discussion

## BTO BUSINESS STRATEGY

- Priority on Summer/Fall out of state  
Target 2-4% economic growth (Match TOB targets)
- Revisit “balanced year-round economy”  
Summer revenue is approx. 40% of total
- Balance of marketing and management

What else can BTO provide that would be useful to TOB or committees?





# Memo

To: Breckenridge Town Council Members  
From: Mark Truckey, Director of Community Development  
Date: August 16, 2023  
Subject: Planning Commission Decisions of the August 15, 2023 Meeting

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***DECISIONS FROM THE PLANNING COMMISSION MEETING, August 15, 2023:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:** None.

**CLASS C APPLICATIONS:** None.

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.

## PLANNING COMMISSION MEETING

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

### ROLL CALL

Mike Giller -remote	Mark Leas	Allen Frechter	Susan Propper
Ethan Guerra	Steve Gerard	Elaine Gort	

### APPROVAL OF MINUTES

With no changes, the August 1, 2023, Planning Commission Minutes were approved.

### APPROVAL OF AGENDA

With no changes, the August 15, 2023, Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- none

### WORK SESSIONS:

1. Defensible Space Update

Mr. Cross presented a work session on Policy 48A Defensible Space code amendments.

#### *Commissioner Questions / Comments:*

Mr. Giller: What does this mean for the historic cottonwood trees within the Historic District? (Mr. Cross: The historic design standards which call for those trees in certain character areas would still be implemented.) (Mr. Kulick: To add to that we understand the balance of preserving the character in the core of town and these Firewise standards are designed for primarily outside of an urban area. We recognize we don't want to compromise our design standards within the historic downtown but we also recognize that some defensible space is needed. Preserving mature trees in the town core and these character areas is still important.)

Ms. Gort: The spacing between the trees, does that concern pruning and trimming, or is it spacing when planting of the trunk? (Mr. Cross: These guidelines would guide the creation of defensible space and the plantings but the spacing also concerns trimming and maintenance.) It might be impossible to have trees in the front using these guidelines because of the narrowness and length of the lots. (Mr. Cross: Narrow long lots in the downtown area will still be reviewed on an individual basis for existing fire breaks. Existing streets, parking lots, and other open areas can act as fire breaks in the downtown core.) We should think about how this will impact lots outside the Historic District with many homes close together. (Mr. Kulick: For cluster neighborhoods, we may want to consider looking at the perimeter boundary for tree spacing instead of at the interior lot lines. We are trying to lean into Firewise but we can use some judgement when there is limited fire separation between structures.) Could we add something to the Code to consider those situations individually and not be hardlined into this framework? (Mr. Kulick: Another example are condos on Four O'Clock Road, it can be difficult to both create defensible space and have tree buffers on site because of limited setbacks. There is enough flexibility within the defensible space policies to use judgement when needed.) (Mr. Truckey: We could add in a sentence for cluster single-family that would allow for those structures to be considered as one.)

Mr. Leas: I think it would be hideous if we were to require cutting down mature trees, even when close to buildings, in areas to comply with these standards such as Four O'Clock Road. The Firewise standards may be more applicable to other more hazardous areas and we

should understand that these standards must be changed to fit the context of Breckenridge. (Mr. Kulick: This would apply to new construction and would be voluntary for existing development to opt into.) (Mr. Truckey: In 2008, the original defensible space policy applied to all properties, including existing development. However, after significant negative reaction from homeowners the policy was amended to be voluntary for existing development and only required for new development.) I think those Firewise standards would be applicable to more hazardous areas, but we should be more flexible here. (Mr. Truckey: The policy will still help Staff guide those applicants who want to create voluntary defensible space.)

Ms. Gort: I have heard that this may not be voluntary because the fire department may not save homes first that do not comply with these Firewise standards. (Mr. Truckey: I have not heard that.) Have you considered requiring siding materials that are fireproof? (Mr. Kulick: We do allow cementitious siding without the assignment of negative points now. This was a code change to Policy 5A that the Commission discussed last year.)

Mr. Guerra: This is a complex issue. I have seen the Town's evolving opinion on tree retention over the years ranging from keeping every tree to a more defensible space stance. The Town core has lots of fire breaks created by the streets themselves. I don't have any issue with this proposal.

Mr. Gerard: This is an existing non-compliant issue where this would go into effect when an applicant comes in for other permits, such as landscaping proposal as a Class D-minor? If they don't want to meet Firewise but want to complete the permit do we require compliance with Firewise? (Mr. Cross: No, we would use this a guide to where we can put new trees so they don't grow into a problem.) In some instances, a new permit would require compliance. (Mr. Kulick: A Class D-minor permit would not require conformance with other Code sections. A higher-level permit would trigger required Code compliance.) Where is the trigger for requiring compliance with Firewise? Could we add a sentence that states when compliance with this policy is required at the Class D-major permit stage? This would not be required for existing properties until application for a Class D-major or higher permit. This would clarify that we are not requiring people to cut existing trees except for in voluntary situations. (Mr. Kulick: There is a preamble to Policy 48A which we are not proposing to change. This preamble gives more context to the voluntary nature of the policy and when compliance is required.) (Mr. Cross: A current project for example, a D-major remodel, I asked them to make revisions to their landscaping to meet these Firewise standards but it was not required.) (Mr. Kulick: There is allowance for discretion concerning this policy. It is an art and science to strike a balance between site buffering and defensible space.) My critique is there should be a specific statement clarifying when this policy must be complied with. Right now, it seems subjective. My concern is the existing properties that would not comply retroactively when they should.

Mr. Guerra: New landscape plantings should follow these guidelines? It is not stating that existing landscaping would need to be removed. (Mr. Cross: Yes, that is how I approach applications using this framework to guide landscape changes.) To clarify, if I want to add landscaping that does not meet these standards, I can? (Mr. Truckey: The requirements for new landscaping, (including defensible space) are under Policy 22. Voluntary defensible space is Policy 48A.)

Mr. Gerard: I think there is too much ambiguity that needs clarification for when this is required. (Mr. Kulick: [Quotes Code from Policy 48A] This language shows how much discretion there is to make decisions on tree removal for defensible space at the site level. We should have included all the language from the policy to show how the policy is administered.)

Mr. Guerra: As I heard it if I want to plant an excessive amount of trees I could do so and not meet this policy because it is voluntary until the Class D-major level? (Mr. Kulick: No, we would still review a landscaping proposal under Policy 22. If you are completing a Class

D-minor that is directly related to a policy then compliance with that policy must be met.) (Mr. Cross: We usually deal with landscape design professionals and arborists for these applications, so they are informed applications.) (Mr. Kulick: More often than people wanting to plant excessive trees, we have applicants that want to remove trees for views which does not meet the intent of this policy.)

Mr. Leas: I agree there is some ambiguity here and would like to see more clarity, other than that I have no additional comments.

Ms. Propper: I think the suggestion of cross-referencing Policy 22 and Policy 48A is good. I would like to see the entirety of Policy 48A or language that was not amended to be indicated in the memo if the intention is to retain those sections.

Ms. Puester: Good points brought up here. I think what we will do is regroup on our end and come back with both policies in their entirety showing the strike through and suggested code changes and address your concerns.

Mr. Frechter: I agree that we should clarify this.

## 2. Hot Tubs in Front and Side Yards in the Conservation District

Mr. Truckey presented a work session on code amendments regarding the placement of hot tubs within the historic district.

### *Commissioner Questions / Comments:*

Ms. Propper: I welcomed bringing this issue back for consideration. I am concerned about hot tubs close to the street in the Historic District. I am concerned that there is not required buffering. I think it should be required.

Mr. Leas: We need to be careful what we ask for. I was surprised to see a hot tub located in the side yard in the proposal for Ploss Residence last week but was happy there was proposed screening through landscaping. If we do not allow hot tubs in the side yard they will be elevated onto decks. This can exacerbate noise.

Ms. Gort: Is there a decibel meter that could be installed to go off and alert in instances where hot tub users are being too loud? Is this something we could require? (Ms. Crump: Yes, such devices do exist but are imperfect because a small spike in volume registers the same as continuous loud noise.)

Mr. Giller: I would like to see an adjustment to the code that prohibits hot tubs in the side yard.

Mr. Gerard: I would agree with no hot tubs in the side yard in the historic district. No hot tub use after a certain time at night could also be implemented.

Mr. Frechter: I would be in favor of enforcing a "least impact" policy. Placing the hot tub in the least impactful area could be an answer. (Mr. Kulick: I would recommend a more definite policy which leaves room for discretion, and it is easy to move to the last, least desirable, placement option on the list if necessary. I am fearful that otherwise every hot tub application could result in a lengthy call-up.)

### **OTHER MATTERS:**

1. Exterior Lighting Conformance Website Update. The website concerns education on the July 1, 2025 lighting conformance date required by current code adopted 15 years ago. [www.breckdarksky.com](http://www.breckdarksky.com)

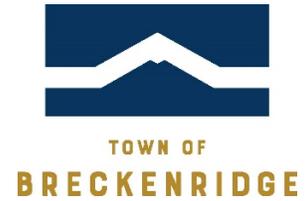
2. Town Council Summary

### **ADJOURNMENT:**

The meeting was adjourned at 6:57 pm.

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Allen Frechter, Chair



# Memo

To: Town Council  
From: Mark Truckey, Community Development Director  
Date: 8/16/2023, for the meeting of August 22, 2023  
Subject: Outdoor Display Amendments Second Reading

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Attached is an ordinance with amendments to Chapter 9-7 of the Town Code (Outdoor Display of Merchandise) that will allow outdoor display of Oversized Outdoor Equipment (e.g., paddleboards), along with several other minor amendments. There are no changes from the First Reading.

**A BILL FOR AN ORDINANCE AMENDING THE MUNICIPAL CODE TO DISPLAY MERCHANDISE OUTDOORS.**

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

**Section 1.** That section 9-7-4, entitled DEFINITIONS, is amended to add the language underlined to read as follows:

**BICYCLE:** Every vehicle propelled solely by human power applied to pedals upon which any person may ride having two (2) tandem wheels or two (2) parallel wheels and one forward wheel, all of which are more than fourteen inches (14") in diameter. For purposes of the development code, the term "bicycle" includes ski bikes and electric bikes.

**Section 2.** That subsection C of section 9-7-6 shall be amended by deleting the language stricken and adding the language underlined to read as follows:

C. ~~Bicycles, Canoes, Kayaks, Paddleboards ("oversized outdoor equipment"):~~ Oversized outdoor equipment for sale or rent may be displayed outdoors subject to a permit under bicycles offered for sale or rental, subject to the following conditions:

1. The person desiring to display ~~bicycles outdoors~~ oversized outdoor equipment shall obtain a class D minor development permit prior to any such display. The application for such permit shall include a site plan indicating where ~~bicycles~~ the oversized outdoor equipment ~~are~~ is to be displayed and where existing, approved and/or required landscaping is located or is to be located. If the applicant for the permit is not the owner of the property on which the ~~bicycles~~ oversized outdoor equipment ~~are~~ is to be displayed, the written consent of the property owner to the proposed application shall be submitted concurrently with the application.

2. The outdoor display of ~~bicycles~~ oversized outdoor equipment shall be confined to the private property of the business which is offering ~~the bicycles~~ it for sale or rental.

3. No ~~bicycle~~ oversized outdoor equipment shall be hung from or on any exterior portion of a building or structure; provided, that ~~bicycles~~ oversized outdoor equipment may be so hung for storage purposes only if the applicant lacks sufficient space to otherwise store the ~~bicycles~~ oversized outdoor equipment and then only if the ~~planning commission~~ Community

1 Development Director makes the following findings and incorporates such findings into the  
2 development permit as conditions:

- 3 a. The hanging of ~~bicycles~~ oversized outdoor equipment will be for storage purposes only and  
4 will not be used as signage or as an attention getting device.
- 5 b. The hanging of ~~bicycles~~ oversized outdoor equipment will not destroy any historic structure  
6 or significantly alter the historic character of a structure.
- 7 c. The hanging of ~~bicycles~~ oversized outdoor equipment will not hide a historic structure or  
8 significantly alter the historic character of a structure.
- 9 d. No rack for the hanging of ~~bicycles~~ oversized outdoor equipment will be mounted on a  
10 facade of a building which faces a street (not including an alley).
- 11 e. ~~Bicycles~~ Oversized outdoor equipment will be hung so as not to constitute a safety hazard  
12 for pedestrians.
- 13 f. The ~~bicycles~~ oversized outdoor equipment to be hung will be screened in a manner  
14 appropriate for the location.

15  
16 **Section 3.** That subsection I of 9-7-6, entitled “Exemptions” be amended by adding the  
17 language underlined to read as follows:

18 I. Outdoor Sales Days: Outdoor displays of merchandise conducted on the following Outdoor  
19 Sales Days: Memorial Day weekend including Friday through Monday and Labor Day Weekend  
20 including Friday through Monday, and a third weekend within the calendar year if designated by  
21 the Town Manager within their sole discretion.

22 **Section 4.** That a new subsection N be added to section 9-7-6, entitled “Exemptions” by  
23 adding the language underlined to read as follows:

24  
25 **Section 5.** This ordinance shall be published and become effective as provided by  
26 Section 5.9 of the Breckenridge Town Charter.

27  
28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
29 PUBLISHED IN FULL this 8<sup>th</sup> day of August, 2023. A Public Hearing shall be held at the regular  
30 meeting of the Town Council of the Town of Breckenridge, Colorado on the 22<sup>nd</sup> day of August,  
31 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

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33 TOWN OF BRECKENRIDGE, a Colorado  
34 municipal corporation

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

ATTEST:

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



# Memo

To: Town Council  
From: Rick G. Holman, Town Manager  
Date: 08/15/2023  
Subject: Second Reading of an Ordinance to Approve a Five-year Lease with the Breckenridge Tourism Office

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Attached is the 2<sup>nd</sup> Reading of an Ordinance that will allow the Town Manager to execute a 5- year lease with the Breckenridge Tourism Office (BTO). This lease is for 2,365 square feet of office space that will be located on the first floor of the Professional Building at 130 Ski Hill Road. This is a gross lease starting off at \$6,000/month for the first year with a 3% escalator built in for each year after the first. The Town has allowed BTO early access to the office space to complete some renovations in anticipation of their move in September. There have not been any changes since first reading.

COUNCIL BILL NO. \_\_\_\_

Series 2023

**A BILL FOR AN ORDINANCE APPROVING A LEASE WITH THE BRECKENRIDGE TOURISM OFFICE, INC.**

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

**Section 1.** The Commercial Lease of the Breckenridge Professional Building, located at 130 Ski Hill Rd., is hereby approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

**Section 2.** Minor changes to or amendments of the approved agreement may be made by the Town Attorney if the proposed changes or amendments do not substantially affect the consideration to be received or paid by the Town pursuant to the approved agreement, or the essential elements of the approved agreement.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 8<sup>th</sup> day of August 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 22nd day of August, 2023, 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:

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Helen Cospolich, CMC,  
Town Clerk

APPROVED IN FORM

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Town Attorney

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

**TENANT NAME:** Breckenridge Tourism Office, Inc.

**Premises:** Unit(s) 140

**Guarantor:** N/A

**Unit Area:** Approximately 2,365 Square Feet

**Lease Structure:** Gross

**Use:** Office

**Base Lease Rate:**

Year	Beg	End	Rent/SF	Annual Inc	MO Rent	Yr Rent
1	9/1/2023	8/31/2024	\$30.44		\$6,000.00	\$72,000.00
2	9/1/2024	8/31/2025	\$31.36	3.0%	\$6,180.00	\$74,160.00
3	9/1/2025	8/31/2026	\$32.30	3.0%	\$6,365.40	\$76,384.80
4	9/1/2026	8/31/2027	\$33.27	3.0%	\$6,556.36	\$78,676.34
5	9/1/2027	8/31/2028	\$34.26	3.0%	\$6,753.05	\$81,036.63

**Lease Term:** Five (5) Years

**Option:** None

**Rent & Additional  
Rent Commencement**

**Date:** September 1, 2023

**Date of Possession:** September 1, 2023

**Security Deposit:** \$ None

**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:** Breckenridge Real Estate Company, LLC is Landlord's exclusive leasing agent for the Premises.

**Notes:** *Tenant shall have access to the Premises prior to Commencement Date upon the date the Lease is entered into for approved tenant improvements, furniture, fixtures and equipment installation. Tenant shall not occupy the Premises until Commencement Date.*

1 **COMMERCIAL LEASE**

2 **Breckenridge Professional Building**

3 **130 Ski Hill Rd.**

4  
5 THIS COMMERCIAL LEASE ("**Lease**") is made and entered into as of the Effective  
6 Date, hereafter defined, between the TOWN OF BRECKENRIDGE, a Colorado municipal  
7 corporation ("**Landlord**"), and Breckenridge Tourism Office, Inc., a Colorado nonprofit  
8 corporation ("**Tenant**"). In consideration of the mutual covenants provided for herein, the  
9 parties hereto agree as follows:

10 I. PREMISES

11  
12 Section 1.1. Landlord is the owner of certain real estate legally described as  
13 Condominium Unit(s) 1-12, according to the Condominium Map of the Sawmill Station  
14 Square Commercial Building No. 1 recorded January 7, 1980, under Reception No. 201810,  
15 and as defined and described in the Condominium Declaration recorded January 7, 1980 at  
16 Reception No. 201809 and Amendment recorded September 14, 1084 at Reception No. 284378,  
17 all in the records of the Clerk and Recorder of Summit County, Colorado, Town of  
18 Breckenridge, County of Summit, State of Colorado, with an address of 130 Ski Hill Road,  
19 Unit(s) 140, Breckenridge, CO 80424, consisting of approximately 2,365 square feet,  
20 determined in accordance with BOMA standards (collectively the "**Premises**"). Landlord  
21 hereby leases and demises to Tenant all of the Premises, plus the non-exclusive use of the  
22 "Common Areas" of the building known as the Breckenridge Professional Building (the  
23 Common Areas and Breckenridge Professional Building shall hereinafter be referred to  
24 collectively as the "**Professional Building**"). The term Common Areas as used in this Lease  
25 shall include, but not be limited to, access roads, walkway areas, and other portions of the  
26 Professional Building that are not designated as a unit or otherwise allocated for the  
27 exclusive use of any other unit or party.

28  
29 Section 1.2. The Premises, including all units and the Common Areas, are subject to  
30 the terms, conditions and provisions of the Condominium Declaration for the Sawmill  
31 station Square Commercial Building No. 1 described in Section 1.1, as amended  
32 ("**Declaration**").

33  
34 Section 1.3. The Premises are leased in "**AS IS**" condition. Any changes in the  
35 condition of the Premises as delivered by Landlord shall be at Tenant's sole cost and  
36 expense, and no credit shall be given nor any reduction in rent for changes or  
37 improvements made by Tenant. Tenant shall be responsible for all improvements to the  
38 Premises. No improvements shall affect the exterior appearance thereof and all  
39 improvements shall be subject to Landlord's prior written approval of plans to be provided

COMMERCIAL LEASE

1 by Tenant. Tenant shall be responsible for securing all necessary permits, at its sole cost  
2 and expense, from the Town of Breckenridge Building Department.

3 II. TERM

4 Section 2.1. The “**Term**” of this Lease and the obligation to pay rent shall commence  
5 on September 1, 2023 (“**Commencement Date**”), and shall continue until midnight on  
6 August 31, 2028, unless sooner terminated as provided in this Lease. *However, Tenant and*  
7 *Tenant’s representatives shall have access to the Premises prior to Commencement Date upon*  
8 *the date the Lease is entered into for approved tenant improvements, furniture, fixtures and*  
9 *equipment installation. Tenant shall not occupy the Premises until Commencement Date.*

10 Section 2.2. Landlord hereby grants to Tenant the right and option to renew the  
11 initial Term of the Lease set forth in Section 2.1 hereof for none additional successive  
12 periods of N/A ( N/A ) years each (each a “**Renewal Term**”), such renewal terms to  
13 begin, respectively, upon the expiration of the original term of this Lease or the previous  
14 renewal term, as applicable, and all terms, covenants and provisions of this Lease shall  
15 apply to such renewal terms except that Rent shall be established as set forth in Section 3.2  
16 herein, and Tenant shall not have any further option to again renew the term of the Lease  
17 following the exercise of the above-stated options. To exercise the option herein granted,  
18 Tenant shall deliver written notice of its intent to renew (the “**Renewal Notice**”) to  
19 Landlord not earlier than six (6) months, but not later than three (3) months, before the  
20 expiration of the initial Term or renewal term, as applicable; provided, however, as a  
21 condition precedent to the effectiveness of Tenant’s right to renew herein, Tenant must not  
22 be in default of any of its obligations under this Lease beyond all applicable notice and cure  
23 periods at the time of Tenant’s delivery of the Renewal Notice. If any one of the foregoing  
24 conditions precedent are not satisfied, Tenant shall have no right to renew this Lease  
25 unless otherwise agreed to by Landlord in writing in its sole and absolute discretion. In the  
26 event Tenant renews the Lease pursuant to the terms hereof, then Landlord and Tenant  
27 shall execute an amendment to this Lease extending the Term.

28 III. RENT

29  
30 Section 3.1. Tenant covenants and agrees to pay Landlord in equal monthly  
31 installments, “**Rent**” for the Premises during the initial Term as follows:

Year	Beg	End	Rent/SF	Annual Inc	MO Rent	Yr Rent
1	9/1/2023	8/31/2024	\$30.44		\$6,000.00	\$72,000.00
2	9/1/2024	8/31/2025	\$31.36	3.0%	\$6,180.00	\$74,160.00
3	9/1/2025	8/31/2026	\$32.30	3.0%	\$6,365.40	\$76,384.80
4	9/1/2026	8/31/2027	\$33.27	3.0%	\$6,556.36	\$78,676.34
5	9/1/2027	8/31/2028	\$34.26	3.0%	\$6,753.05	\$81,036.63

32

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

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

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

#### 22 IV. ADDITIONAL RENT

23  
24 Section 4.1. This lease shall be a gross lease and Tenant shall **NOT** be required to  
25 pay, as "**Additional Rent**," Tenant's pro-rata share, as determined by the square footage of  
26 the Premises as a percentage of the square footage of all units within the Professional  
27 Building ("**Pro Rata Share**"), all the following unless otherwise provided herein:

28 Section 4.1.1. Tenant shall **NOT** be responsible for paying Tenant's Pro Rata  
29 Share of all monthly or other periodic costs of the common utilities for the Premises,  
30 currently including trash disposal, water and sewer, and CAM as hereafter defined. To the  
31 extent allowable by each utility provider, and in the event utilities are metered separately  
32 to the Premises, Tenant shall contract directly with utility providers not paid by Landlord,  
33 and all utility payments shall be directed to the respective utility providers including but  
34 not limited gas, electric, internet, cable and telephone.

35 Section 4.1.2. Tenant shall **NOT** be responsible for paying Tenant's Pro Rata  
36 Share of all operation and maintenance costs ("**CAM**") of the Premises. CAM includes all  
37 expenditures made by Landlord to operate and maintain the Professional Building,  
38 including, but not limited to, utilities not separately metered to the Premises (common  
39 trash disposal, water and sewer), repairs, replacement costs (due to ordinary and  
40 extraordinary wear and tear or catastrophe), and snow/ice removal (including removal

COMMERCIAL LEASE

1 from roofs and other building elements, abutting roadways, and walkways, as needed),  
2 landscaping and lawn maintenance, painting, staining, and exterior building repair and  
3 replacement, repair and replacement of utility systems, depreciation of machinery and  
4 equipment used in such repair and replacement, and the cost of all personnel to implement  
5 such services, including but not limited any management fees assessed by the Landlord's  
6 property manager. Any and every cost of repair or replacement of any portion of the  
7 Professional Building shall be included in CAM and the foregoing list of items is provided  
8 for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of  
9 all possible CAM. CAM shall include amounts deemed necessary by Landlord to establish  
10 and maintain appropriate reserves, based upon commercially accepted practices, for the  
11 eventual repair, maintenance and replacement of all exterior and structural elements of the  
12 Professional Building, including, but not limited to, the roof elements, siding elements,  
13 exterior painting and/or staining ("**CAM Reserves**").

14 Section 4.1.3. Real Estate Taxes.

15  
16 4.1.3.1 As used in this Lease, the term "taxes" shall mean all personal property  
17 and real property taxes which may be levied, assessed or imposed arising out of Tenant's  
18 occupancy and use of the Premises pursuant to this Lease.

19  
20 4.1.3.2 Pursuant to Section 39-3-105, C.R.S., all real or personal property owned  
21 by Landlord is exempt from taxation. However, the parties acknowledge that Tenant's  
22 occupancy and use of the Premises pursuant to this Lease may be deemed to be a taxable  
23 possessory interest pursuant to Section 39-1-103(17)(a), C.R.S.

24  
25 4.1.3.3 Any taxes lawfully assessed arising from Tenant's occupancy and use of  
26 the Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and hold  
27 Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy and use  
28 of the Premises pursuant to this Lease shall be paid by Tenant in a timely manner. Prior to the  
29 last day for payment of such taxes without penalty or interest, Tenant shall provide to Landlord a  
30 photostatic copy of the receipt(s) or cancelled check(s) showing payment of the taxes. Tenant  
31 may pay any taxes in installments if permitted by law.

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

44

COMMERCIAL LEASE

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

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

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

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

## 35 V. DEPOSIT

36  
37           Section 5.1. To secure the faithful performance by Tenant of all of Tenant's  
38 covenants, conditions, and agreements in the Lease to be observed and performed,  
39 Landlord shall continue to hold Tenant's deposit in the amount of zero Dollars (\$ -0-) as  
40 a security deposit (the "**Deposit**"). The Deposit may also be used in the event of  
41 termination of the Lease by re-entry, eviction, or otherwise.

COMMERCIAL LEASE

1           Section 5.2. The parties agree: (1) that the Deposit or any portion thereof, may be  
2 applied to cure any Default that may exist, and/or payment of subsequent damages and  
3 costs incurred by Landlord, without prejudice to any other remedy or remedies that the  
4 Landlord may have on account thereof, and upon such application Tenant shall pay  
5 Landlord on demand the amount so applied, which shall be added to the Deposit so it will  
6 be restored to its original amount; (2) that Landlord shall not be obligated to hold the  
7 Deposit as a separate fund; and (3) that should a Default occur, Landlord may, as an  
8 additional remedy, increase the Deposit at its sole discretion.

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

#### 14 VI. GUARANTY

15           Section 6.1. *This section has been intentionally deleted.*

#### 17 VII. USE AND OPERATION OF PREMISES

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

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

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

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

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

37           Section 7.2.4. Tenant shall not intentionally do anything in the Premises that  
38 will cause damage to the Premises. The Premises shall not be electrically overloaded. No

COMMERCIAL LEASE

1 machinery, apparatus or other appliance shall be used or operated in or on the Premises  
2 that will in any manner injure, vibrate or shake the Premises or cause unreasonable noise  
3 to be transmitted to the public.

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

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

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

COMMERCIAL LEASE

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

**COMMERCIAL LEASE**

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

## COMMERCIAL LEASE

1 X. UTILITIES AND SERVICES

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

10 XI. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

COMMERCIAL LEASE

1           Section 11.4.2. Cause of Loss – “Special Form” property insurance, for the  
2 mutual benefit of Tenant, Landlord, and Landlord’s mortgagee, if any, covering any  
3 improvements and structures included as part of the Premises, the Improvements, and all  
4 of Tenant’s personal property and trade fixtures located on the Premises in an amount  
5 equal to at least one hundred percent (100%) of the full replacement cost thereof. Such  
6 insurance shall name Landlord and Landlord’s mortgagee, if any, as an additional insured.  
7 As often as any such policy expires or terminates, a renewal or replacement policy  
8 providing similar coverage shall be obtained by Tenant. In the event of fire or other  
9 casualty, proceeds of such policy shall be payable to Tenant and Landlord, as their  
10 respective interests may appear.

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

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

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

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

40

1           Section 11.8. Tenant will not carry any merchandise, stock of goods, or do anything  
2 or permit its employees, guests and invitees to do anything in or about the Premises which  
3 will in any way increase Landlord's insurance rates on the Premises. Tenant agrees to pay  
4 to Landlord upon demand the amount of any increase in premiums for Landlord's  
5 insurance resulting from the above, whether or not Landlord has consented to the act on  
6 the part of Tenant or its employees, guests and invitees.

7 **XII. DAMAGE OR DESTRUCTION**  
8

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

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

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

32 **XIII. CONDEMNATION**  
33

34           Section 13.1. If during the Term the whole or substantially all of the Premises shall  
35 be taken as a result of the exercise of the power of eminent domain, or sold under the  
36 threat of the exercise of said power, this Lease shall terminate as of the date of vesting of  
37 title of the Premises pursuant to such proceeding. Substantially all of the Premises shall be  
38 deemed to have been taken if a taking under any such proceeding shall involve such an area  
39 that Tenant cannot reasonably operate in the remainder of the Premises the business being  
40 conducted on the Premises at the time of such proceeding.  
41

1           Section 13.2. If, during the Term, less than the whole or less than substantially all of  
2 the Premises shall be taken in any such proceeding or sold under the threat thereof, this  
3 Lease shall not terminate. The rent thereafter due and payable by Tenant shall be abated in  
4 such just proportion as the nature, value and extent of the part so taken or sold bears to the  
5 whole of the Premises, and Landlord shall, as necessary, proceed to repair, restore and  
6 place in proper condition for use and occupancy the part of the improvements on the  
7 Premises not so taken.

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

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

#### 25 XIV. ASSIGNMENT, SUBLETTING AND LICENSING

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

COMMERCIAL LEASE

1           Section 14.2. Tenant shall not assign this Lease or sublet the Premises or any part  
2 thereof without the prior written consent of Landlord, which consent may be withheld in  
3 Landlord's sole discretion. [As a condition to assignment to an entity, the majority owner of  
4 the proposed assignee, or if the majority owner is an entity, the individual who is the  
5 majority owner of the owner of the assignee, shall be required to execute and deliver a  
6 personal guaranty in a form acceptable to Landlord.] If Tenant is a corporation, limited  
7 liability company, or other entity that is not a natural person, any change in ownership of  
8 more than thirty percent (30%) (over any period) of the ownership interest shall be  
9 deemed an assignment of the Lease requiring the consent of Landlord hereunder. In the  
10 event an assignment or sublease is permitted, all payments from assignee or sublessee  
11 shall be made directly by said party to Landlord, and not through Tenant.

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

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

40           Section 14.2.3. Regardless of whether Landlord consents to an assignment,  
41 sublease, license, or occupancy, or use by another person or entity actually occurs, Tenant  
42 shall reimburse Landlord, upon demand, for Landlord's reasonable expenses and attorneys'

COMMERCIAL LEASE

1 fees incurred in conjunction with the review and documentation of any such assignment,  
2 sublease, license or occupancy or use by another person or entity for which Landlord's  
3 consent is requested, and payment of such expenses and fees may be a condition of the  
4 granting of Landlord's consent.

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

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

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

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

18

19 **XV. DEFAULT**

20

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

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

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

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

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

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

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

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

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

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

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

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

21 XVI. LANDLORD'S RIGHT OF ENTRY  
22

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

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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 Breckenridge Tourism Office, Inc.	Town of Breckenridge
19 130 Ski Hill Rd. #140	150 Ski Hill Rd.
20 PO Box 1909	P.O. Box 168
21 Breckenridge, CO 80424	Breckenridge, CO 80424
22 Email: <a href="mailto:lkay@gobreck.com">lkay@gobreck.com</a>	Attn.: Rick G. Holman, Town Manager
23	
24	

25 with a copy to:

26	
27 Breckenridge Real Estate Company, LLC	
28 Attn: Jason Swinger	
29 PO Box 5157	
30 Breckenridge, CO 80424	
31 Email: <a href="mailto:jason@realbreckenridge.com">jason@realbreckenridge.com</a>	

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

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

41 Section 21.5. This Lease shall be binding and inure to the benefit of Landlord and

COMMERCIAL LEASE

1 Tenant and their respective heirs, personal representative, successors and assigns.

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

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

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

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

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

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

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

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

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

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

## COMMERCIAL LEASE



# Memo

**To:** Breckenridge Town Council Members  
**From:** Chris Kulick, AICP, Planning Manager  
**Date:** August 22, 2023  
**Subject:** First Reading: Landmarking the Howe Residence, 106 South French Street



## Property History

According to Sanborn Fire Insurance maps, the original (front) 1½-story portion of this building was constructed sometime between October 1890 and January 1896. The property's current owners are Jonathan and Amanda Jones.

The Town's Cultural Resource Survey has rated this house as "Contributing" to the District.

The Planning Commission previously reviewed the proposed landmarking of the Howe Residence and recommended (with a vote of 7-0) that the Town Council adopt an ordinance approving local landmark status for the property. One of the primary benefits of having local landmark designation is that it increases the property's eligibility for grants.

The Commission found that the property fulfilled the criteria in Title 9, Chapter 11 *Historic Preservation* of the Development Code which includes:

- A. The improvements located on the subject property are more than fifty (50) years old.

- B. The “architectural” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(b) is met because the property exemplifies specific elements of architectural style or period and is of a style particularly associated with the Breckenridge area.
- C. The “physical integrity” criteria for a landmark as set forth in Section 9-11-4(A)(3) is met because the property retains original design features, materials and character.

This is a first reading. Staff will be available at the meeting to answer any questions.

The Planning Commission recommends approval (with a vote of 7-0) of the proposal to locally landmark the Howe Residence.

**Recommended Motion**

I move that the Council approve the proposed Local Landmarking of the Howe Residence, located at 106 South French Street, Lots 7 & 8, Block 4, Abbett Addition at First Reading.

1  
2 COUNCIL BILL NO. \_\_\_\_

3  
4 Series 2023

5  
6 **AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A**  
7 **LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE**  
8 **TOWN CODE**

9 (Howe Residence, 106 South French Street, Lots 7 & 8, Block 4, Abbett Addition)

10  
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
12 COLORADO:

13  
14 **Section 1.** Findings. The Town Council of the Town of Breckenridge finds and  
15 determines as follows:

16 A. Jonathan and Amanda Jones own the hereinafter described real property.  
17 Such real property is located within the corporate limits of the Town of Breckenridge,  
18 County of Summit and State of Colorado.

19 B. Jonathan and Amanda Jones filed an application pursuant to Chapter 11 of  
20 Title 9 of the Breckenridge Town Code seeking to have the hereinafter described real  
21 property designated as a landmark ("**Application**").

22 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of  
23 the Breckenridge Town Code in connection with the processing of the Application.

24 D. The improvements located on hereinafter described real property are more  
25 than fifty (50) years old.

26 E. The hereinafter described real property meets the "Architectural" designation  
27 criteria for a landmark as set forth in Section 9-11-4(A)(1)(b)(2) of the Breckenridge  
28 Town Code because:

- 29  
30 (i) the property exemplifies specific elements of architectural style or period  
31 and;  
32 (ii) the property is of a style particularly associated with the Breckenridge  
33 area.  
34

1 F. The hereinafter described real property meets the “Physical Integrity” criteria  
2 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code  
3 because the property retains original design features, materials and character.

4 G. In accordance with the requirements of Section 9-11-3(B)(3) of the  
5 Breckenridge Town Code, on April 6, 2021, 2018 the Application was reviewed by the  
6 Breckenridge Planning Commission. On such date the Planning Commission  
7 recommended to the Town Council that the Application be granted.

8 H. The Application meets the applicable requirements of Chapter 11 of Title 9 of  
9 the Breckenridge Town Code, and should be granted without conditions.

10 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final  
11 approval of an application for landmark designation under Chapter 11 of Title 9 of the  
12 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

13 **Section 2.** Designation of Property as Landmark. The real property described in  
14 Exhibit “A” which is incorporated into this ordinance by reference is designated as a  
15 landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code.

16 **Section 3.** Police Power Finding. The Town Council finds, determines and declares that  
17 this ordinance is necessary and proper to provide for the safety, preserve the health, promote  
18 the prosperity, and improve the order, comfort and convenience of the Town of Breckenridge  
19 and the inhabitants thereof.

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

24 **Section 5.** Effective Date. This ordinance shall be published and become effective as  
25 provided by Section 5.9 of the Breckenridge Town Charter.

26  
27 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
28 PUBLISHED IN FULL this 22nd day of August, 2023. A Public Hearing shall be held at the  
29 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 11th day of  
30 September, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
31 Town.

32  
33 TOWN OF BRECKENRIDGE, a Colorado  
34 municipal corporation

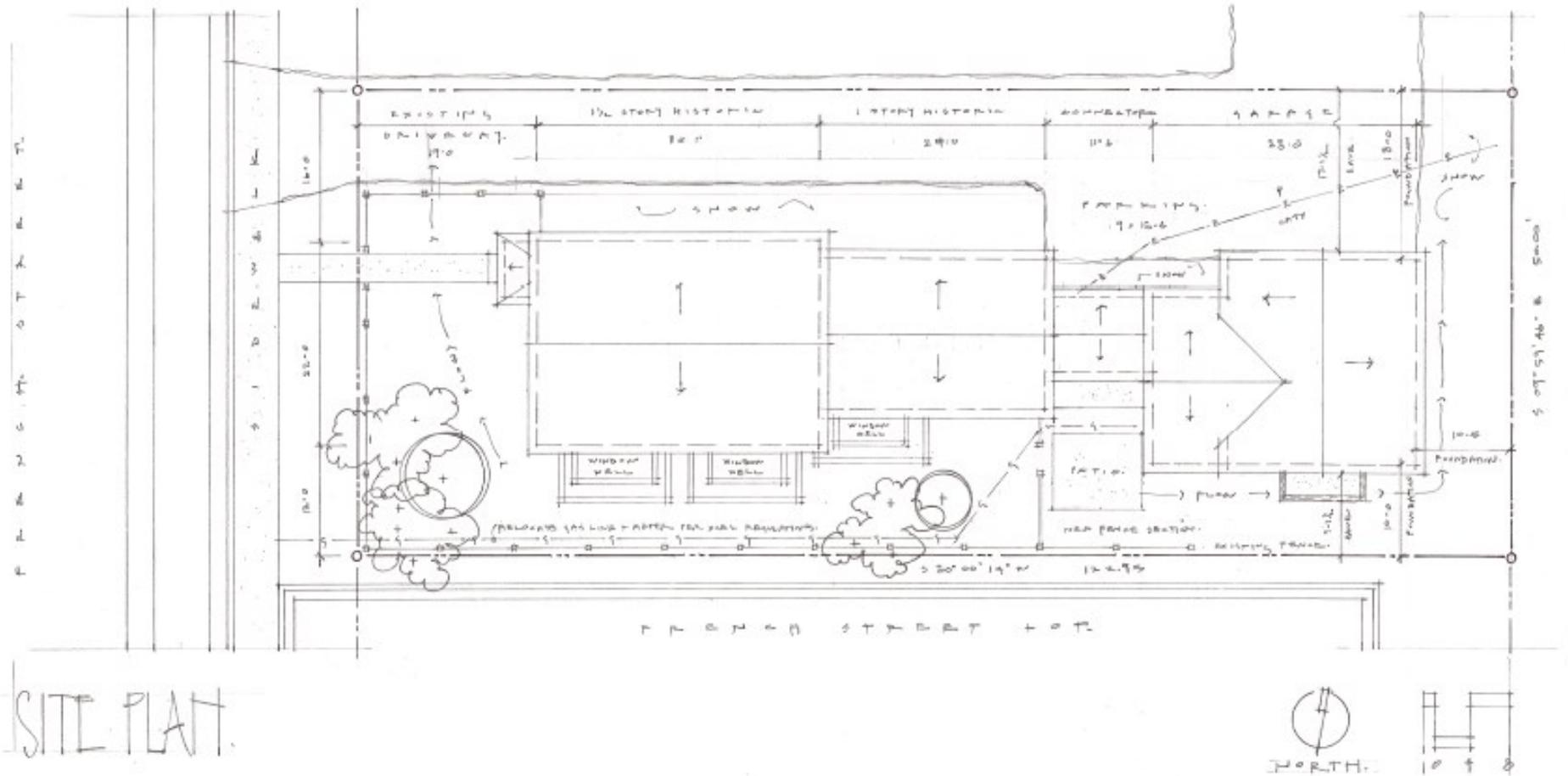
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By \_\_\_\_\_  
Eric S. Mamula, Mayor

ATTEST:

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

# Exhibit "A"



# Memo

**To:** Breckenridge Town Council Members  
**From:** Chris Kulick, AICP, Planning Manager  
**Date:** August 22, 2023  
**Subject:** First Reading: Landmarking the Casey Residence, 112 North French Street



## Property History

According to Sanborn Fire Insurance maps, this one-story miner's cottage was built in 1886. Sanborn maps between 1886 and 1914 depict the building as having an offset T-shape, with a side-gabled front wing, and an intersecting front-gabled wing to the rear. At some point in time, after 1914, the north leg of the "L" was filled in, and a modest shed-roofed addition was built onto the east elevation. Its first owners were William and Dora Casey. The Caseys sold the dwelling to George Goudie on May 7, 1907. The property's current owner is Dianne Monaghan.

The Town's Cultural Resource Survey has rated this house as "Contributing" to the district.

The Planning Commission previously reviewed the proposed landmarking of the Casey Residence and recommended (with a vote of 6-0) that the Town Council adopt an ordinance approving local landmark status for the property. One of the primary benefits of having local landmark designation is that it increases the property's eligibility for grants.

The Commission found that the property fulfilled the criteria in Title 9, Chapter 11 *Historic Preservation* of the Development Code which includes:

- A. The improvements located on the subject property are more than fifty (50) years old.
- B. The “architectural” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(b) is met because the property is of a style particularly associated with the Breckenridge area.
- C. The “physical integrity” criteria for a landmark as set forth in Section 9-11-4(A)(3) is met because the property retains original design features, materials and character.

This is a first reading. Staff will be available at the meeting to answer any questions.

The Planning Commission recommends approval (with a vote of 6-0) of the proposal to locally landmark the Casey Residence.

**Recommended Motion**

I move that the Council approve the proposed Local Landmarking of the Casey Residence, located at 112 North French Street, Lots 3 & 4, Block 3, Abbett Addition at First Reading.

1  
2 COUNCIL BILL NO. \_\_\_\_

3  
4 Series 2023

5  
6 **AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A**  
7 **LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE**  
8 **TOWN CODE**

9 (Casey Residence, 112 North French Street, Lots 3 & 4, Block 3, Abbett Addition)

10  
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
12 COLORADO:

13  
14 **Section 1.** Findings. The Town Council of the Town of Breckenridge finds and  
15 determines as follows:

16 A. Diane Monaghan owns the hereinafter described real property. Such real  
17 property is located within the corporate limits of the Town of Breckenridge, County of  
18 Summit and State of Colorado.

19 B. Diane Monaghan filed an application pursuant to Chapter 11 of Title 9 of the  
20 Breckenridge Town Code seeking to have the hereinafter described real property  
21 designated as a landmark ("**Application**").

22 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of  
23 the Breckenridge Town Code in connection with the processing of the Application.

24 D. The improvements located on hereinafter described real property are more  
25 than fifty (50) years old.

26 E. The hereinafter described real property meets the "Architectural" designation  
27 criteria for a landmark as set forth in Section 9-11-4(A)(1)(b)(2) of the Breckenridge  
28 Town Code because the property is of a style particularly associated with the  
29 Breckenridge area.

30 F. The hereinafter described real property meets the "Physical Integrity" criteria  
31 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code  
32 because the property retains original design features, materials and character.

33 G. In accordance with the requirements of Section 9-11-3(B)(3) of the  
34 Breckenridge Town Code, on November 6, 2018 the Application was reviewed by the  
35 Breckenridge Planning Commission. On such date the Planning Commission  
36 recommended to the Town Council that the Application be granted.

1 H. The Application meets the applicable requirements of Chapter 11 of Title 9 of  
2 the Breckenridge Town Code, and should be granted without conditions.

3 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final  
4 approval of an application for landmark designation under Chapter 11 of Title 9 of the  
5 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

6 **Section 2.** Designation of Property as Landmark. The real property described in  
7 Exhibit "A" which is incorporated into this ordinance by reference is designated as a  
8 landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code.

9 **Section 3.** Police Power Finding. The Town Council finds, determines and declares that  
10 this ordinance is necessary and proper to provide for the safety, preserve the health, promote  
11 the prosperity, and improve the order, comfort and convenience of the Town of Breckenridge  
12 and the inhabitants thereof.

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

17 **Section 5.** Effective Date. This ordinance shall be published and become effective as  
18 provided by Section 5.9 of the Breckenridge Town Charter.

19  
20 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
21 PUBLISHED IN FULL this 22nd day of August, 2023. A Public Hearing shall be held at the  
22 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 11th day of  
23 September, 2023, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the  
24 Town.

25  
26 TOWN OF BRECKENRIDGE, a Colorado  
27 municipal corporation

28  
29  
30  
31 By \_\_\_\_\_

32 Eric S. Mamula, Mayor

33  
34 ATTEST:

1  
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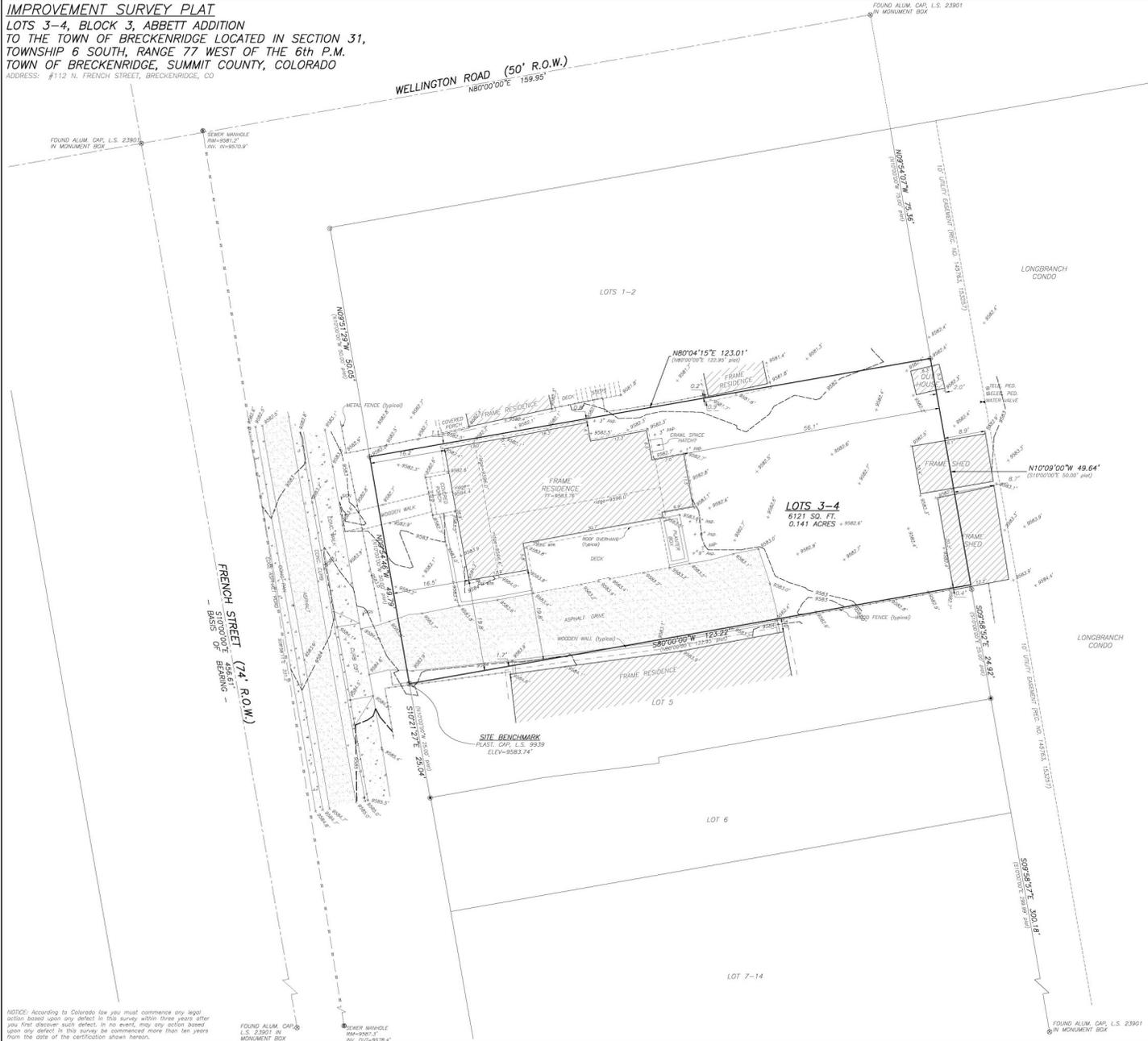
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Helen Cospolich, CMC,  
Town Clerk

# Exhibit "A"

## IMPROVEMENT SURVEY PLAT

LOTS 3-4, BLOCK 3, ABBETT ADDITION  
TO THE TOWN OF BRECKENRIDGE LOCATED IN SECTION 31,  
TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6th P.M.  
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO  
ADDRESS: #112 N. FRENCH STREET, BRECKENRIDGE, CO



### SURVEYOR'S CERTIFICATE

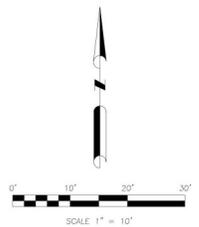
I, MATTHEW J. WENTZ, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY TO DAVID MONAGHAN, THAT THIS IMPROVEMENT SURVEY PLAT WAS PREPARED BY ME FROM A SURVEY MADE BY ME AND UNDER MY SUPERVISION, THAT BOTH THIS PLAT AND SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MONUMENTS WERE SET IN ACCORDANCE WITH C.R.S. 38-51-105.  
THIS IMPROVEMENT SURVEY PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY SUMMIT LAND SURVEYING INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING OWNERSHIP AND EASEMENTS OF RECORD, SUMMIT LAND SURVEYING INC., RELIED UPON TITLE COMMITMENT ORDER NO. 1013872-C ISSUED BY TITLE CO. OF THE ROCKIES AS AN AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY.



MATTHEW J. WENTZ  
REGISTERED LAND SURVEYOR

NOTE:  
-BEARINGS ARE BASED ON THE FOUND B.O.B. MONUMENTS (ALUMINUM CAPS IN MONUMENT BOXES) BASED ON THE RIGHT OF WAY MAP FOR THE ABBETT ADDITION BY BASELINE SURVEYS FILED AT THE CLERK AND RECORDERS OFFICE UNDER REC. NO. 1231-743.

BASIS OF ELEVATION  
-ELEVATIONS BASED ON THE FINISHED FLOOR OF WELLINGTON PLACE CONDOS IN ACCORDANCE WITH THE PLAT FILED AT THE CLERK AND RECORDERS OFFICE UNDER REC. NO. 233811. (U.S.G.S. BENCHMARK IN THE WEST SIDE OF THE SCI BUILDING, ELEV=9577.0')



### LEGEND

- ⊕ FOUND REBAR W/ PLAST. CAP, I.S. 26392
- ⊙ FOUND REBAR W/ PLAST. CAP, I.S. 9839
- ⊛ FOUND REBAR W/ PLAST. CAP, I.S. 27942
- ⊗ FOUND REBAR W/ ALUM. CAP, I.S. 37719
- STAMPED W.C. 1.0'

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

FOUND ALUM. CAP, I.S. 23901 IN MONUMENT BOX

SEWER MANHOLE IRI=5087.2' IRI=5087.2' IRI=5087.2'

FOUND ALUM. CAP, I.S. 23901 IN MONUMENT BOX

**SUMMIT LAND SURVEYING, INC.** P.O. BOX 2336 BRECKENRIDGE, CO 80424 970-513-0156

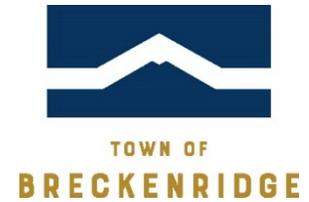
**IMPROVEMENT SURVEY PLAT**

SCALE: 1" = 10'	DATE: 12/07/17	DRAW NO.: 171673
DRAWN BY: MLW	CHECKED BY: MLW	DRAWING NO.: 171673

# Memo

To: Breckenridge Town Council Members  
From: Town Staff  
Date: 8/16/2023  
Subject: Public Projects Update

---



## **Goose Pasture Dam Rehabilitation**

The dam rehabilitation project remains on track to be completed in November. The control building is completed, final grading on the crest is nearly complete, and the contractor is actively hauling off excess rockfill material from the site. Final work for this year includes the wetlands reconstruction and utility connections to the new transformer.

This project began in 2021 and will be constructed over three seasons with completion in November 2023. There is no recreational access to the Tarn during the construction. Public outreach for the project is ongoing through the project website: <https://www.townofbreckenridgegptd.com>.

## **Asphalt Overlay and Concrete Replacement**

Mill and overlay work on Ski Hill Road will begin on August 28<sup>th</sup> and continue into early September. No detours are planned for the remaining work, but short traffic delays are expected. Updated information on traffic impacts can be found at [www.BreckRoads.com](http://www.BreckRoads.com).

Project Funding	
2023 Capital Fund (Overlay & Concrete)	\$3,800,000
2021/2022 Remaining Balance	\$ 170,647
French Street Intersection Improvements	\$ 100,000
TOTAL:	\$4,070,647

## **Fiber 9600**

Fiber construction is moving along with the trenching completed on Ski Hill Rd. On August 21<sup>st</sup> to August 26<sup>th</sup>, we will be crossing Park Avenue which will require one lane closures. Two lanes of traffic will remain open at all times. We have also completed the crossing of SH9 at Tiger Road to support connecting the Wayside housing to the network.

We are reaching out to residents, businesses, and HOA's along Ski Hill Road to see if there is interest in connecting to fiber while the contractor is in the area. We are also planning to bring fiber from Carter Park to the Ice Rink along Powder Ridge Drive and Deep Powder Circle. Workforce housing continues to be a priority for the fiber program, and we plan on having this infrastructure available to Alta Verde II, Justice Center, and Stables Village. We plan to wire the Ski Hill Road fire station, in anticipation of the fiber connection later this summer. The Allo sales team has been reaching out to MDU's in town to garner

more interest in fiber. We plan on wiring the following MDU's in 2023 and expect to add more: Blazing Saddles (28 units plus 6 businesses), Hermit Placer (12 units), Forest House (26).

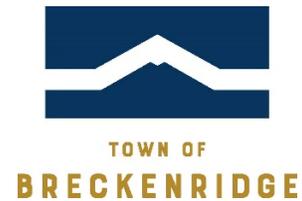
We have submitted a Letter of Intent to apply for grant funding through the Colorado Broadband Office and plan to apply for the Capital Project Funding grants in September. We are also looking at NTIA Middle Mile grants to help support these future construction efforts. We continue to monitor other funding opportunities and will apply for grants when we qualify.

Residents and businesses can learn more and sign up for service by navigating to:

<https://www.townofbreckenridge.com/live/town-projects-and-issues/breckenridge-broadband-project>

<https://www.allocommunications.com/locations/breckenridge/>

Project Funding	
2022 Capital Prior Spending Authority	\$2,724,219
2023 CIP	\$3,000,000
TOTAL	\$5,724,219



# Memo

To: Breckenridge Town Council Members  
From: Mobility Staff  
Date: 8/15/2023 (For August 22<sup>nd</sup> —TC Work Session)  
Subject: **Breck Free Ride and Ski Resort Transit Integration**

---

## **Background**

Over the years there have been several conversations related to the integration of the Town's Free Ride transit system and the Breckenridge Ski Resort's transit system. For a variety of reasons our two organizations have previously been unable to find a path forward. Recently, staff from the Town and Breckenridge Ski Resort (BSR) renewed discussions and worked closely on a proposal to integrate a portion of the transit systems for the next two ski seasons.

## **Overview**

As we look for opportunities to provide our community with more efficient, reliable, and recognizable public transit options while also being champions of sustainability; Mobility staff and (BSR) have been working closely to propose a transit pilot program for the next two winter seasons. Many options have been considered, penciled, planned, and even driven. We have landed on this proposal as we believe it meets the needs of our community, while also being economical for all parties involved. This proposal does not add additional rolling stock, puts limited additional demand on our current fleet, and adds reasonable staffing increases to Free Ride operations.

Both parties are agreeable to a pilot of two years and to sharing the incremental costs. Additionally, during the pilot timeframe, BSR will sell two of their Bluebird buses that currently have the Breck Free Ride paint scheme on them for a price of \$2,000 each to the Town. These two buses will be leveraged for grant funding to purchase two electric buses. Once the Bluebird buses are titled in the Town's name, the acquisition of the new electric buses may take 18-24 months. This purchase will greatly aid the Free Ride towards its goal to become 100% electric by 2030.

### Update to the Blue route –

This route historically moved riders between the Station, French Street, the Ice Rink, and Beaver Run. This route has ridership of roughly 50,000 riders in a ski season, which the Free Ride is confident they can handle between the routes they are currently operating with some small adjustments. This proposal removes the Blue route from service.

### Update to the Purple route –

This route currently turns in both directions on Adams from French Street and Ridge Street. We propose to extend this route one block south, making the turns at Jefferson. This allows for the addition of stops at the south end of the Breckenridge Market and a stop in each direction at the intersection of French and Jefferson.

### Update to the Trolley route –

This route currently services Main Street to the Ice Rink with a stop at City Market on its return to the Station. We propose to remove the inbound stop at City Market and consider making City Market the first stop on the outbound leg. This adjustment allows for an improved route that services the majority of Main Street, a section of South French Street that would be unserved without the Blue route, and a previously unserved section of South Ridge Street near Tonopah Lot.

Addition of a high demand express bus operated by BSR –

This bus will support the Brown Route moving riders during peak ridership hours between the Ice Rink and Beaver Run. This bus will operate as a fail-safe for roughly two hours each morning and two hours each afternoon to support the Free Ride in preventing overloads at these two busy transfer points. A mid-season analysis will be done to understand the need for this route and if it is necessary to continue to operate.

Pros –

- All areas that were previously serviced by the Blue route are now serviced between the Purple, Trolley, and Brown routes. Plus, an additional high demand based express bus will be operated by BSR during peak demand hours.
- Trolley service hours expand by 3 hours to 8am to 8pm.
- A stop is added to the South Ridge Street area near Tonopah parking lot.
- The stop at La Cima is still in service.
- The Free Ride has automated technology to track ridership and gather data to evaluate the impact of these changes and be used in future decision-making.

Challenges –

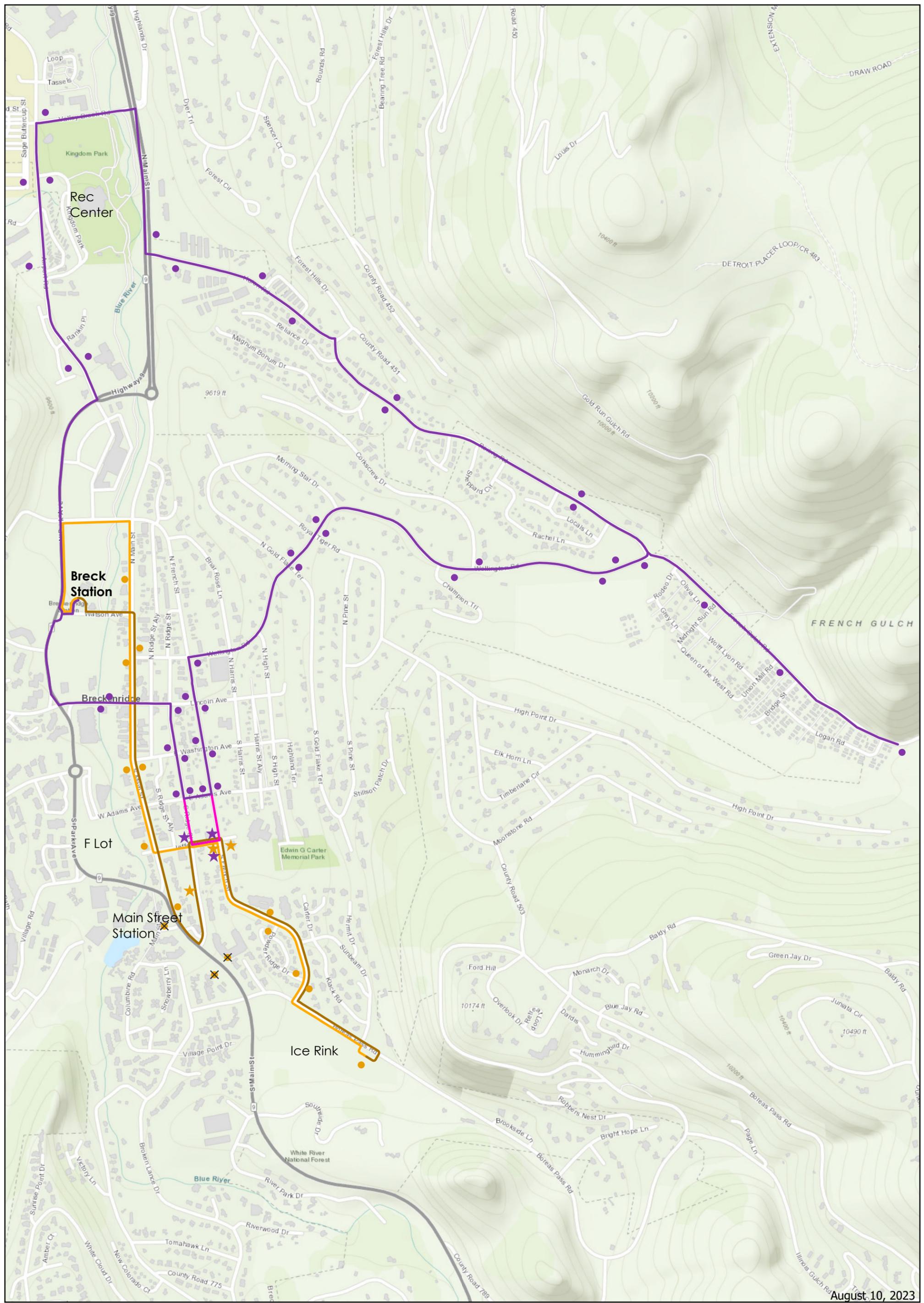
- The need to transfer one or two times on a trip from the center of French Street when you previously could ride the Blue route directly to Beaver Run.
- The Blue route was historically on a 20-minute headway, whereas the new proposal offers 30-minute headways.
- The southbound stop at Main Street Station, which is a high ridership stop for the Trolley is only serviced by the Brown route.
- Stops at the Sinclair and Main Street Junction, which are both very low ridership stops will only be serviced by the Brown route.
- The stop at the Red, White, and Blue museum, which has very low ridership, will be closed.

Costs –

- Purple route costs are negligible.
- The Trolley currently costs \$1,141.11 per day of service (11am-8pm) or \$216,810.90 per ski season.
- In this new configuration, the route adds .2 miles per loop and would operate from 8am to 8pm, the cost for the Trolley would be \$1,570.56 per day or \$298,406.40 for the ski season.
- Cost Share Options:
  - Option 1: The Town's additional operational cost (including capital replacement, etc.) of \$81,595 per year would be paid by BSR.
  - Option 2: The Town removes Capital costs from the fee, which is roughly 25%, bringing the total cost down to \$61,196.25 paid by BSR. In this option, BSR would sell two Bluebird buses to the Town for \$2,000 each, or \$4,000 total. These buses will be leveraged for grant funding of two new electric buses owned and operated by the Free Ride.

### **Summary**

The proposed limited integration between the Town's Free Ride and BSR transit systems is intended to be a two-year pilot. Staff believes this time is necessary to understand if this integration meets the needs of the Town of Breckenridge, Breckenridge Ski Resort, and our community. The included purchase of two buses from BSR moves the needle on Sustainability in our community, removing two high polluting diesel buses from the road and replacing them with zero emissions electric buses.



August 10, 2023

# Town of Breckenridge Free Ride / BSR Integration

<b>Routes</b>	<b>Stops</b>	<b>Legend</b>
<span style="color: purple;">—</span> Purple	<span style="color: purple;">●</span> Purple	<span style="color: purple;">★</span> New Purple
<span style="color: magenta;">—</span> Purple Addition	<span style="color: orange;">●</span> Trolley	<span style="color: orange;">★</span> New Trolley
<span style="color: orange;">—</span> Trolley Northbound		<span style="color: orange;">✕</span> Removed Trolley
<span style="color: yellow;">—</span> Trolley Southbound		

0      0.13      0.25      0.5 Miles

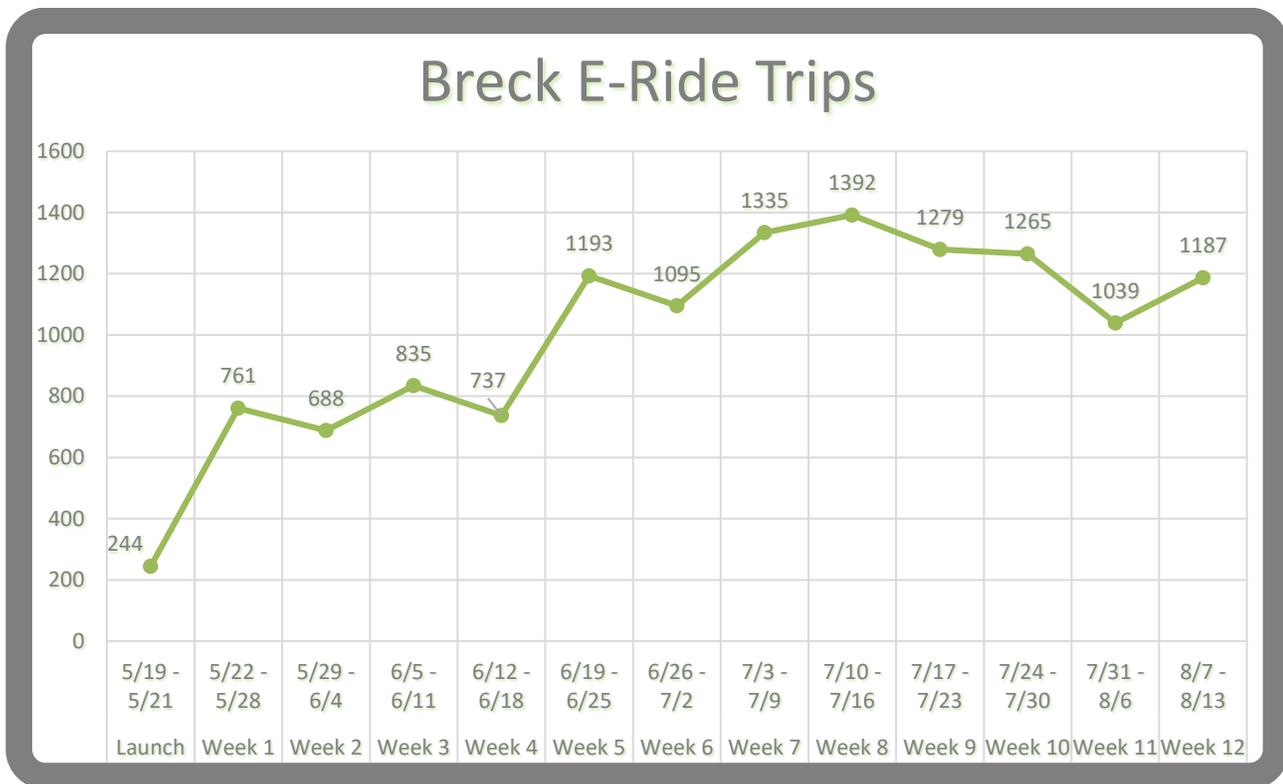


# Memo

To: Breckenridge Town Council Members  
 From: Mobility Staff  
 Date: 8/15/2023 (For August 22<sup>nd</sup> —TC Work Session)  
 Subject: **Mobility Update**

## **Breck E-Ride (e-bikeshare)**

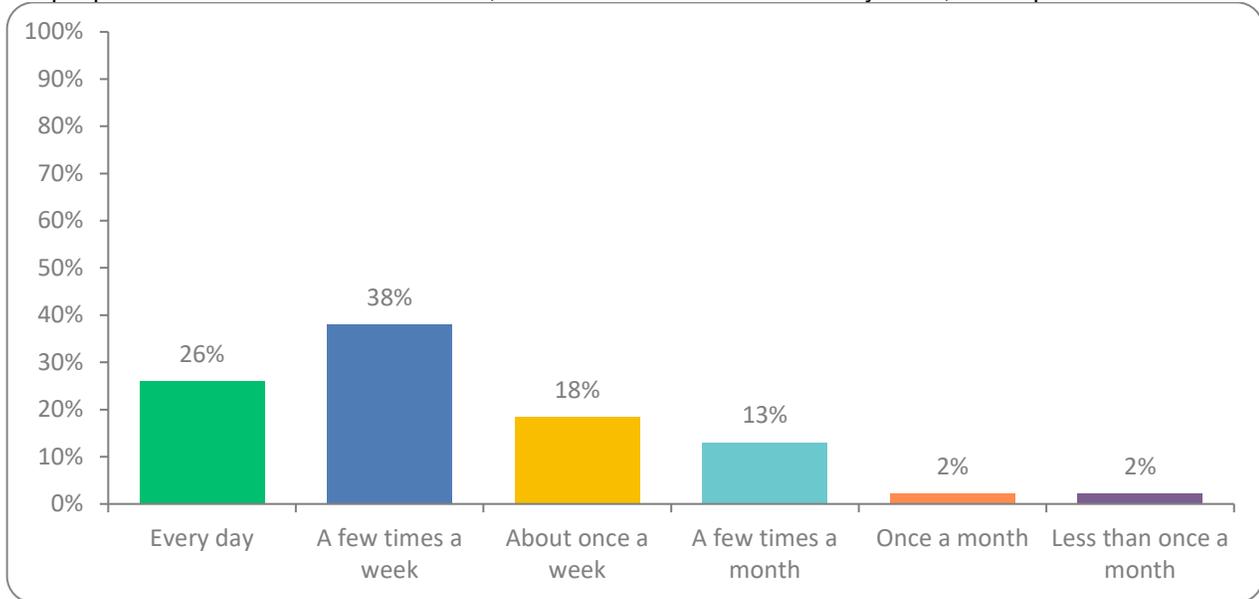
Through 8/13/2023, 13,050 trips were taken using the Breck E-Ride e-bikeshare program, an average of 150 trips/day. Approximately 25% of those trips were made using the “Pay-as-you-go” payment option and 75% were made using locals-only membership options. The average trip duration has been about 17 minutes, and average trip length has been about 1.8 miles. Below is a graph showing how ridership has trended since launch:



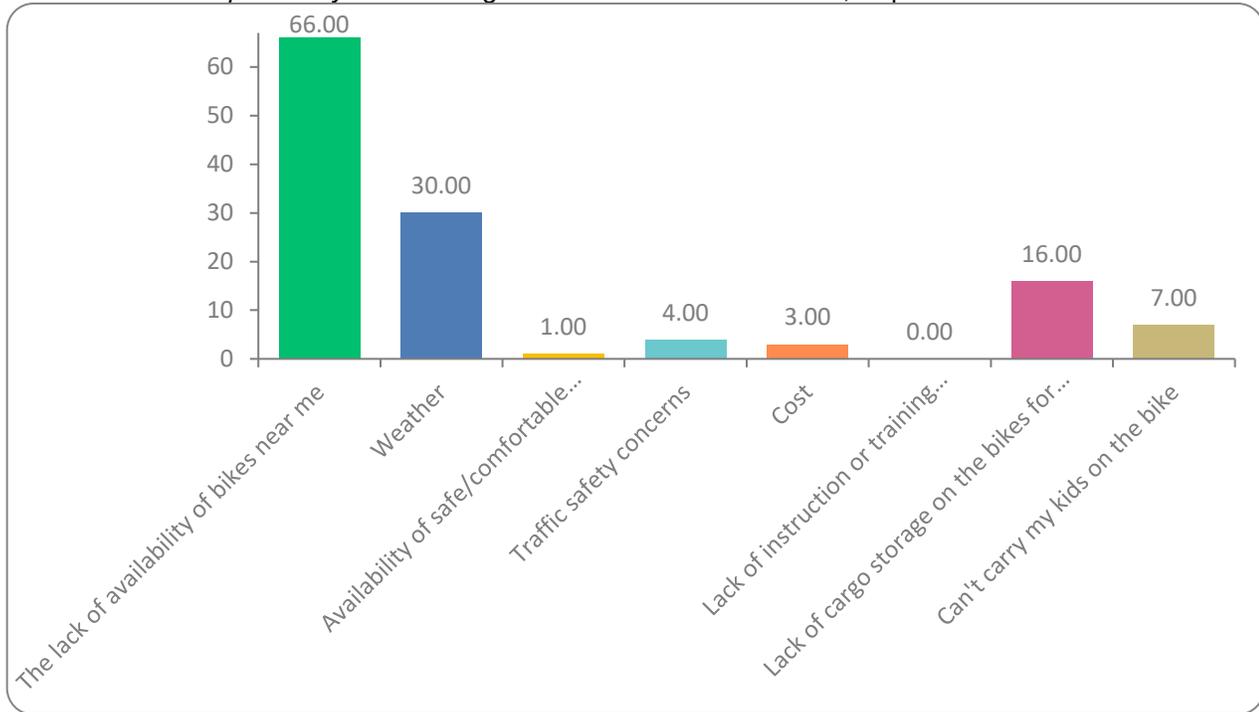
A mid-season survey about the E-Ride was run from 7/17 through 7/31. A pop-up banner in the app and on the E-Ride website directed people to the survey, and additional outreach was also pushed through Town and BTO e-newsletters. 169 responses were received. 90% of responses came from people that live or work in Breckenridge, 10% of responses were from visitors. 66% of respondents had ridden a Breck E-Ride bike before, and 34% had not.

Overall, there was a very positive response towards the program. Over 93% of respondents who had used the E-Ride agreed or strongly agreed with the statements “Breck E-Ride is a convenient way for people to get around Breckenridge in the summer” and “Overall, the Breck E-Ride has a positive impact for the community.” For people who had NOT used the E-Ride before, still 75-80% of respondents either agreed or strongly agreed with those two statements.

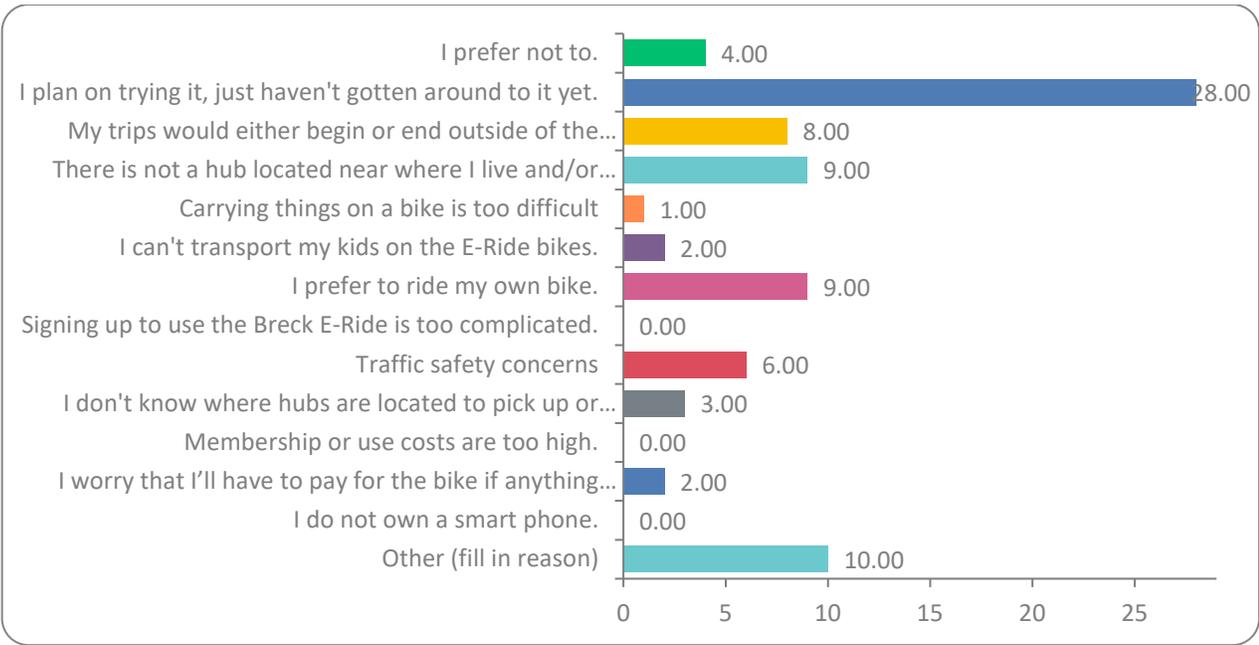
For people that had used the E-Ride before, when asked about how often they use it, the responses were:



When asked “What prevents you from riding the Breck E-Ride more often?”, responses were:

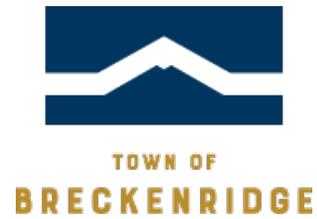


For people who had **not** used the E-Ride before, when asked what has prevented you from taking a ride, the responses were:



The survey also provided open-ended feedback from users that is helping to inform how we improve the service.

At previous meetings, Council indicated an interest in continuing and expanding the program next year. Staff is working with Drop Mobility on future system planning, and currently is looking to grow the program to a total of 125 bikes and 25 hub locations next year (compared to this year's pilot, with 75 bikes and 17 hub locations). To support a second year, we still have grant funding available to cover a portion of the costs associated with the program, and staff will continue to seek grant opportunities to fund beyond year 2.



# Memo

To: Town Council  
From: Sustainability Staff  
Date: 8/22/23  
Subject: Sustainability Update

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**PAYT/URO** – Staff and HC3 have meetings scheduled with Waste Management and Timberline on Thursday, August 24 to check-in in advance of the October deadline for residential customers and discuss next steps on the URO phases of the implementation.

Recycling guideline flyers containing English and Spanish have been distributed to STR license holders, property management companies, and HOAs through the Town’s housing division for inclusion in units. It also went to residents at Alta Verde I. Flyers include information on how to properly recycling glass, food scraps, and cartons which are not allowed in single stream but are accepted at the recycling center.

Of the 14 URO hardship grants submitted, one has been awarded to Beaver Run Resort. These \$2,500 grants are reimbursement based, so as projects are completed, money is released. We anticipate projects to take place in the fall and into 2024. Staff has proposed additional URO assistance for the 2024 budget.

**Plastic Pollution** – Staff continues to compile information from the major food and packaging distributors into one master spreadsheet to be shared with the business community. There is considerable vetting of product lists and pricing that is taking up most of the time to complete this project. In addition, we are finalizing a toolkit that helps businesses understand packaging goals and local regulations and provides additional information on reusable programs and considerations. This toolkit will be ready in the next week and was produced in partnership with Eco-Cycle which also produced a statewide toolkit on the State’s Plastic Pollution Reduction Act.

**Material Management** – Staff continues to monitor the shared commercial enclosures and are working closely with the hauler to identify contamination and illegal dumping. Notifications have been sent to several users regarding improper use of the enclosure. The shared enclosures were cleaned on Aug 10 as part of the quarterly cleaning schedule. Staff is working on more resources for direct outreach to help businesses recycle right and reduce contamination.

To eliminate the trails of refuse leakage being tracked around town, Timberline has been notified that their drivers will need to service the Town bear-saver bins by placing the bags in a cart before transporting them to the truck. This should help contain any liquids from spilling on the sidewalks and roads around town. Staff will continue to monitor this to make sure the hauler is compliant. Staff is also identifying businesses that leak waste liquid on the pathways while transporting their materials and are working directly with the business to identify a solution.

**Mountain IDEAL** – The Mountain IDEAL recertification begins this fall with Staff gathering data and presenting evidence of completion on a set of robust criteria required by Green Destinations. The desk audit will take place in December with an on-site visit by the auditor scheduled for the end of January. The on-site visit will be a series of tours and interviews with key destination partners. Staff may reach out to schedule an interview with individual council members should the auditor request it.

# Housing Workgroup Meeting Minutes

August 8, 2023 - 10:30 to Noon

# Agenda

1. Block 60 Proposal – Warriors Mark
2. Stables Village Update / Lottery Process
3. Wellington / LP AMI Update
4. ULLR Update – heating
5. Justice Center Update
6. Enforcement and Fines Update
7. Buy Down Update (lottery parameters)
8. Housing Helps Update
9. Other Items

NOTE: Workgroup Comments / Minutes from the 8/8/2023 meeting are highlighted in a text box on pertinent slides. Attendees – Dick Carlton, Shannon Haynes, Rick Holman, Mark Truckey, Julia Puester, Laurie Best, Melanie Leas and Corrie Burr.

## Block 60 Discussion

Eric Oelzen, a property owner in Breckenridge, asked the Workgroup to consider a potential project in Warriors Mark (Block 60) on a parcel that does not currently have any density. He discussed the financial options for workforce rentals and the Workgroup provided feedback. The project will be discussed further with Town Manager prior to any proposal to the Town.

# Stables Village Update

- SCHA completed application reviews by 7/25 and provided final applications back to TOB for comparison to lottery application. One applicant dropped out due to property ownership constraints in the DR and one applicant had differences in applications that were rectified prior to approval.
- SCHA provided approvals to the applicants and Coldwell Banker team on 7/31/23.
- Now there are 15 properties for sale in this phase.
- We expect all properties to be under contract by the end of August.
- November site visit for “panelization” implementation



NOTE: The Workgroup briefly discussed household size vs property size and limits on this. Laurie shared that we have time to discuss this before the next lottery. She would like to consult with SCHA and Silverthorne before considering a change to the rules around Stables Village. The Workgroup requested a review of the revised budget with Council for the increased costs in infrastructure and excavation.

# Verbal Discussions

- Wellington / LP AMI Update - a Wellington / Lincoln Park homeowner has questioned the 4-person, 100% AMI calculation from HUD that is tied to the deed restriction and reported through SCHA. We have provided information from HUD to show how this number is determined. The Workgroup discussed the details of this question and situation.
- ULLR Apartment Heating Update - The Town has engaged with a forensic mechanic to analyze the system on design and installation. All 27 units are occupied currently. A report will be provided from the forensic mechanic and discussed with MW Golden.
- Justice Center Project Update - The County is managing this project and working with Symmetry (the GC) to take necessary precautions to protect the property against weather as the building is being dried in. The Town will remain fully connected with this project progress. This is the first multi-family, modular project for Fading West.

# Enforcement / Fine Updates

2022 Monitoring - There were 92 non-responders.

1. 79 of the 92 have been resolved
2. 9 of the 92 were fined \$250 after multiple attempts to resolve.

2021 Audit of Wellington / LP - There were 23 non-responders for the audit.

1. 19 of the 23 have been resolved
2. 1 owner was fined \$250 for not responding and 3 are still in review.

In addition, there are 5 true violations that are currently being worked on and close to the time for fines to start (\$100 / day until violation is resolved)

2023 Monitoring will open in the Fall, exact date TBD.  
SCHA / TOB kick off meeting August 9<sup>th</sup>.

## 2023 Monitoring Form

### JURISDICTION



### INSTRUCTIONS

**The form should be completed by the property owner. In the case of ownership by a business or other entity, the form should be completed by an authorized representative of the organization.**

**For owners of multiple properties, a separate form should be completed for each property.**

**Required fields are marked with an \* and must be completed before submitting.**

**Additional help items and instructions are provided as you fill out the relevant**

NOTE: The Town Housing Staff has worked to create a formal review process that includes violation letters and fines. The 2023 monitoring will be managed by SCHA, but any non-responder or violation of covenants will be managed by TOB Housing Division and be a much faster process this year. **85**  
The goal is not to fine homeowners but ensure compliance.

# Buy Down Update (17 properties either sold or under contract in 2023 already)

2023 Sales									
RED = Sold									
BOLD = under contract									
	Purchase Date	Purchase Price	Projected Date	Projected Price	Beds	Bath	Total Cost of Buy Down	Cost per bedroom	
High Tor #9	6/3/2022	\$725,000	3/1/2023	\$422,518.80	2	2	-\$302,481	-\$151,241	-41.72%
58 Magnum Bonum	10/3/2022	\$820,000	1/10/2023	\$532,475.94	3	2	-\$287,524	-\$95,841	-35.06%
Highland Greens 309	3/30/2022	\$400,000	4/28/2023	\$380,030.50	1	1	-\$19,970	-\$19,970	-4.99%
Grandview B10 (KV)	10/4/1991	.	8/21/2023	\$350,000	1	1			
Grandview B9	3/31/2022	\$636,000	4/28/2023	\$304,752.10	1	1	-\$331,248	-\$331,248	-52.08%
Tannhauser II, Unit 10	4/25/2022	\$650,000	3/22/2023	\$330,291.15	1	1	-\$319,709	-\$319,709	-49.19%
Wildflower A110	5/5/2022	\$550,000	3/29/2023	\$293,911.03	1	1	-\$256,089	-\$256,089	-46.56%
Blazing Saddles (construction)	5/13/2022	\$519,000	2023	\$315,000	1	1	-\$204,000	-\$204,000	-39.31%
Grandview C3 (SG)	4/22/2022	\$810,000	8/29/2023	\$499,000	2	2	-\$311,000	-\$155,500	-38.40%
Val d'Iserre 109 (SG)*	4/9/2008	\$0	2023	\$300,000	1	1			
Val d'Iserre 111	6/26/2019	\$335,000	6/30/2023	\$262,229.16	1	1	-\$72,771	-\$72,771	-21.72%
Val d'Iserre 207 (KV)*	4/23/2021	\$425,000	2023	\$350,000	1	1	-\$75,000	-\$75,000	-17.65%
Val d'Iserre 308	8/18/2008	\$0	5/26/2023	\$261,297.32	1	1			
Sky Park 207 (SG)	6/12/2021	\$420,000	9/1/2023	\$310,000	1	1	-\$110,000	-\$110,000	-26.19%
Highland Greens 205	3/27/2020	\$400,000	5/5/2023	\$380,180.48	1	1	-\$19,820	-\$19,820	-4.95%
Peak 8 Village E42 (MP)	10/18/2021	\$735,000	2023	\$480,000	2	1	-\$255,000	-\$127,500	-34.69%
Ptarmigan 305	4/22/2008	\$226,230	7/17/2023	\$279,449.32	1	1			
Gold Camp A48	4/29/2022	\$815,000	2/24/2023	\$503,824.87	2	2	-\$311,175	-\$155,588	-38.18%
		\$8,466,231		\$6,554,961	24		-\$2,875,786	-\$119,824	-32.19%
							\$1,190,746.64	Sold Asset Revenue(4)	
							-\$1,685,039.33	-\$70,209.97	25.04%
2023 Acquisitions									
	Purchase Date	Purchase Price	Sale Date	Sale Price	Beds	Bath	Cost of Buy Down	Cost per Bedroom	
Forest Haus 201*	5/3/2023	\$699,000	2023	\$499,000.00	2	1	-\$200,000	-\$100,000	-28.61%
Villas at Swans Nest 1904	4/25/2023	\$825,000	6/29/2023	\$612,175.06	2	2	-\$212,825	-\$106,412	-25.80%
Villas at Swans Nest 1903	6/1/2023	\$865,000	8/30/23	\$665,000.00	2	2	-\$200,000	-\$100,000	-23.12%
Villas at Swans Nest 606	6/29/2023	\$860,000	Aug-23	\$655,000.00	2	2	-\$205,000	-\$102,500	-23.84%
Avalanche Condo, F*	7/20/2023	\$620,000	2023	\$515,000.00	2	2	-\$105,000	-\$52,500	-16.94%
					10		-\$922,825	-\$92,282	-23.66%
* currently for sale									

NOTE: This spreadsheet is changing every day and our goal to sell all properties before the end of the year seems to be on target. We did have 3 offers on one property and utilized a lottery process to choose a buyer. We accept offers for 5 days (if no other lottery parameters are established prior to listing) and priority is given to those planning to live in the property as their primary residence. The Workgroup was supportive to continue this lottery process for future properties as well. All good funds are considered equal, no priority given for cash offers. Number of days on the market can change based on market needs. Two-bedrooms and higher are the most popular properties right now.

## Housing Helps Update

- We have funded or are currently committed to funding 16 HH for 2023. The County is splitting 8 of them.
- Total committed funds from the town is \$1,756,716.
- The budget / goal is 2.5M with 20 properties in 2023.
- More applications coming in every week.



# Other

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## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 231 021 774 014

Passcode: F3h6RP

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**Or call in (audio only)**

[+1 929-352-2185,,598723461#](#) United States, New York  
City

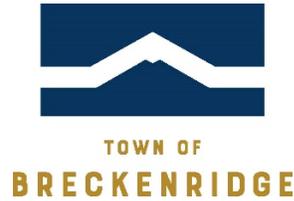
Phone Conference ID: 598 723 461#

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# Memo

To: Breckenridge Town Council Members  
From: Corrie Burr, Housing Program Manager  
Date: August 16<sup>th</sup> for the August 22<sup>nd</sup>, 2023 Town Council Meeting  
Subject: August 2, 2023 Child Care Advisory Meeting Report/Minutes

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The Child Care Advisory Committee held a regular meeting on August 2, 2023. Committee members present: Greta Shackelford, Leslie Davis, Britton Fossett, Johanna Gibbs and Jay Beckerman. Scott Perlow and Diana Morain were unable to attend. Staff from the Town of Breckenridge included Shannon Haynes, Julia Puester, Mark Truckey, and Corrie Burr.

## Program Updates

The Tuition Assistance program has fully transitioned to First Steps and managed by Early Childhood Options. Corrie has been involved in the transition which will continue through the next year. Applications were accepted through 7/31/23 and are currently being processed to start assistance on 9/1/23. Families will still be able to apply if they receive a spot in a program or experience a change in their family, such as having a baby. That transition has been positive and only a few families reach out to Corrie / Town instead of Early Childhood Options, which is a great sign that the community realizes they can go to ECO for all their child care needs now that the program is offered throughout the County.

## Circle Grant

We submitted the final invoice for the CIRCLE grant. The grant total was \$100,000 toward the change in tuition assistance calculations to have a sliding scale, providing the highest amount of assistance to those that need it the most with a lower amount being awarded to higher income families. This grant covered the full expense of this program change except for \$12,395 for the year. The CIRCLE grant opened a small extension window to request up to \$10,000 more in funds which staff submitted for. This will be very competitive as there is a small bucket of funds for this (unused funds from other projects), but since we had an amount not covered by the grant, we submitted for the extra. This grant really helped catapult the change in calculations for the Town program and has now extended to First Steps. This furthers the goal to make quality child care affordable to the community.

## Child Care Center Capacity

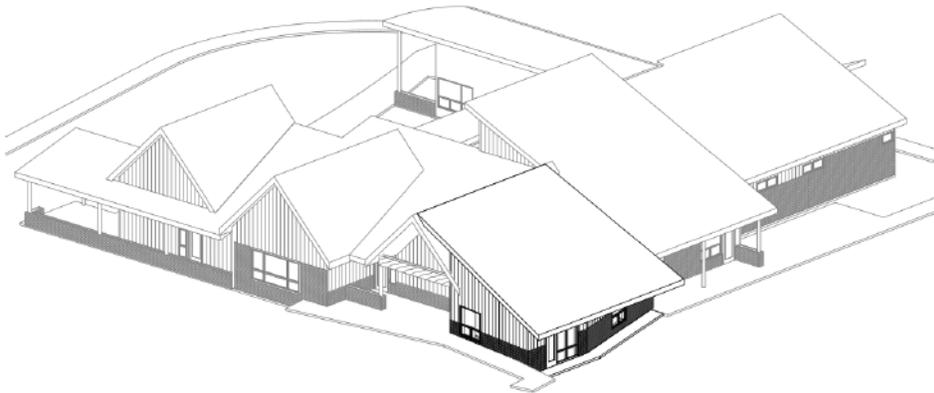
Current capacity is great for all our Breckenridge Centers:

- Breckenridge Montessori is at 100%
- Timberline Learning Center is at 96%
- Carriage House is at 90%
- Little Red Schoolhouse is at 94%

Openings are mostly in the preschool rooms and staffing is stable.

## Timberline Learning Center Expansion

The Committee reviewed the plans for the TLC expansion project and staff provided an update. We will be working through civil engineering, permits and builder selection through the fall with a majority of the project happening in 2024. This will add the potential of 12 additional spots at Timberline in 2024. This project was originally slated for 2023, but the actual build will be in 2024.



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## TIMBERLINE LEARNING CENTER

170 Valley Brook St  
Breckenridge, CO 80424



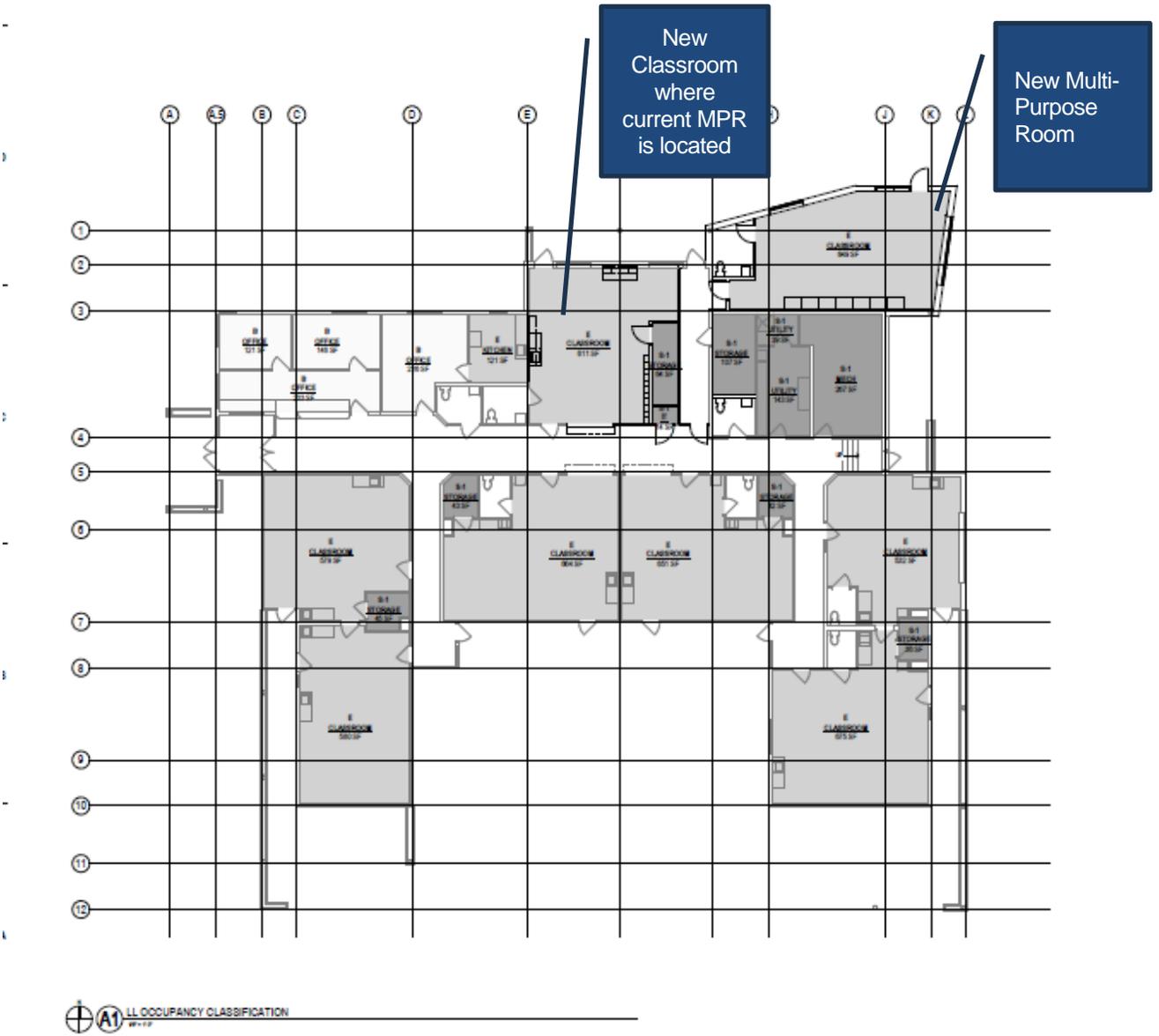
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### BID PACKAGE

50% DESIGN DOCUMENTATION

12/16/2022

PROJECT NUMBER: 820175-01



## Timberline Learning Center Director

Leslie Davis has announced her retirement from TLC and recruitment for her replacement has begun with the Board of Directors at TLC. The position is posted at <https://www.timberlinelearningcenter.com/careers.html> Leslie shared her heartfelt appreciation for

the committee, the community and the support of the Town of Breckenridge. She has created an amazing program and center that is in a great place to pass along to another qualified director. The Town is tremendously thankful for Leslie's commitment to early childhood learning, progressing quality care in Breckenridge and creating a center that is thriving for our community.

This comes at a time when Carriage House and Early Childhood Options are also experiencing a change in their Executive Directors. Jen Nichols, who has served in an Assistant Director role, is moving into the Director role at Carriage House as Martha Meier retires as well. Catherine Schaaf has accepted the Executive Director role at Early Childhood Options.

### Program Data Preparation

Staff will be meeting with Early Childhood Options as soon as the First Steps and SPK initial payments for 2023 / 2024 have been completed, so we can work on data for the transition from the Town of Breckenridge to the County-wide First Steps program. The committee asked for more work to be done on the wait list and Leg Up. We will look to have this meeting in September or early October. If any members have ideas on specific data they would like to be included, please email Corrie directly as we prepare for a full report of the program....2007 – 2023!

### Other

The Committee briefly discussed the option of plans for a new center. With the three additions to the County (Vail Resorts center, Wildflower and the Copper Mountain center), we will review the impact of the new available spots for child care in Summit County in early 2024 to evaluate the need. We anticipate a remaining need for infants and toddlers.

Adjourned at 11:45 a.m.

Staff will be available at the Town Council meeting for questions.



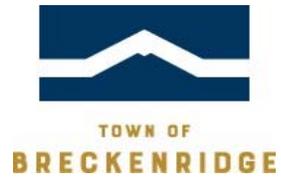
# Memo

**To:** Breckenridge Town Council Members  
**From:** Helen Cospolich, Town Clerk  
**Date:** 8/16/2023  
**Subject:** Committee Reports

No committee reports were submitted for this meeting.

<b>Committees*</b>	<b>Representative</b>	<b>Report Status</b>
Summit Stage Advisory Board	Matt Hulsey	No Meeting/Report
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
Recreation Advisory Committee	Scott Reid/ Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Shannon Haynes	No Meeting/Report
Communications	Brooke Attebery	No Meeting/Report

*\*Note: Reports provided by the Mayor and Council Members are listed in the Council agenda.*



**July 31, 2023**

Department of Finance



## Executive Summary

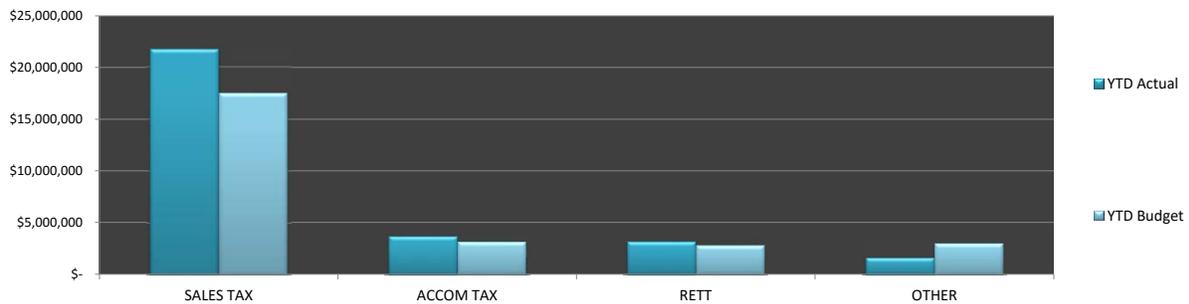
July 31, 2023

This report covers the 7 months of 2023. July is largely reflective of June tax collections.

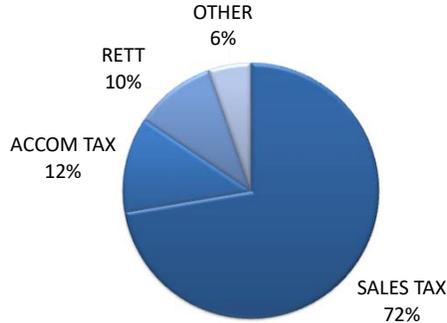
Overall, we are approximately \$3.7M over 2023 budgeted revenues in the Excise fund. Sales tax is currently \$4.1M over YTD budget, and \$1.1M ahead of prior year. Accommodations tax is \$.5M ahead of budget, and \$.2M behind from last year. Real Estate Transfer Tax is \$.3M ahead of budget, and \$1M behind prior year.

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

**Excise YTD Actual vs. Budget - by Source**



**YTD Actual Revenues - Excise**



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 21,704,995	\$ 17,509,199	124%	\$ 32,551,152	\$ 20,604,213	\$ 34,470,250
ACCOMMODATIONS TAX	3,622,560	3,116,143	116%	5,476,500	3,787,167	6,224,551
REAL ESTATE TRANSFER	3,074,315	2,739,026	112%	5,405,283	4,134,320	6,872,481
OTHER*	1,611,033	2,939,789	55%	5,351,055	465,022	1,024,037
<b>TOTAL</b>	<b>\$ 30,012,903</b>	<b>\$ 26,304,157</b>	<b>114%</b>	<b>\$ 48,783,990</b>	<b>\$ 28,990,721</b>	<b>\$ 48,591,318</b>

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

## The Tax Basics: June 2023

### Net Taxable Sales by Industry-YTD

Description	YTD 2019	YTD 2021	YTD 2022	2022		2022/2023		2023
				% of Total	YTD 2023	\$ Change	% Change	% of Total
Retail	\$84,472,157	\$104,473,198	\$120,177,591	24.14%	\$120,902,185	\$724,594	0.60%	24.57%
Weedtail	\$5,613,897	\$6,694,191	\$5,894,716	1.18%	\$4,651,693	(\$1,243,023)	-21.09%	0.95%
Restaurant / Bar	\$80,055,502	\$75,890,598	\$104,727,692	21.03%	\$106,056,490	\$1,328,797	1.27%	21.56%
Short-Term Lodging	\$106,856,492	\$140,941,164	\$181,234,015	36.40%	\$175,566,282	(\$5,667,733)	-3.13%	35.68%
Grocery / Liquor	\$35,661,770	\$37,221,941	\$43,123,654	8.66%	\$43,014,647	(\$109,007)	-0.25%	8.74%
Construction	\$24,110,077	\$19,315,700	\$20,085,126	4.03%	\$15,948,461	(\$4,136,665)	-20.60%	3.24%
Utility	\$17,478,089	\$19,318,265	\$21,806,216	4.38%	\$24,756,972	\$2,950,756	13.53%	5.03%
Other*	\$666,736	\$587,640	\$852,147	0.17%	\$1,122,471	\$270,324	31.72%	0.23%
<b>Total</b>	<b>\$354,914,719</b>	<b>\$404,442,697</b>	<b>\$497,901,156</b>	<b>100.00%</b>	<b>\$492,019,200</b>	<b>(\$5,881,956)</b>	<b>-1.18%</b>	<b>100.00%</b>

\* Other includes activities in Automobiles and Undefined Sales.



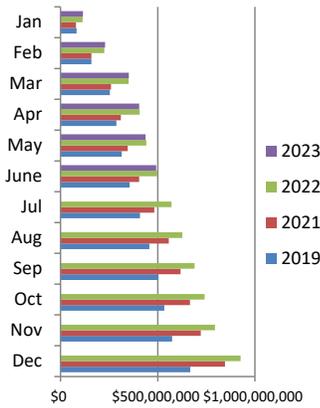
#### New Items of Note:

- June YTD net taxable sales are currently behind of YTD June 2022 by 1.18%.
- For June YTD 2023, there were increases in Retail (.60%), Restaurant/Bar (1.27%) Utilities (13.53%) and decline in Weedtail (-21.09%), Short-Term Lodging (-3.13%), Construction (-20.60%), and Grocery/Liquor (-.25%), compared to June YTD 2022.
- June YTD 2023 is ahead of June YTD 2019 by 38.63%.

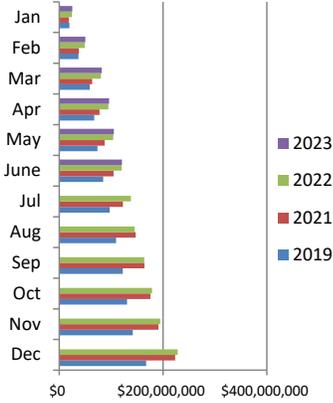
#### Historical Notes:

- Due to COVID-19, on March 16th, 2020 Town-Wide business closures/operating limitations went into effect. On November 22, 2020 indoor dining closed due to Summit County entering level red on the State COVID 19 dial dashboard on November 20th. Restaurants started reopening for indoor dining on December 18, 2020 through the five star certification program.
- By executive order, Town bag fees were waived for large grocers during the COVID-19 pandemic March 27, 2020 - September 9, 2020, and again November 19, 2020 - April 28, 2021.
- Short Term Lodging taxes are generally remitted based on reservation date.
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation.
- A section on Disposable Bag Fees was added in 2014.
- A section on Short Term Rentals was added in 2018.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20<sup>th</sup> of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are included on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

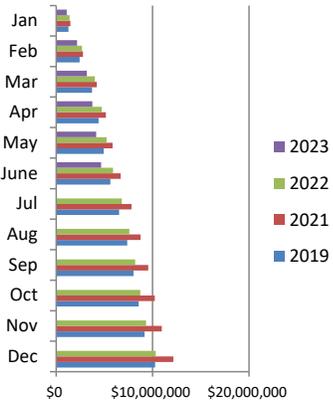
## Net Taxable Sales by Sector-Town of Breckenridge Tax Base



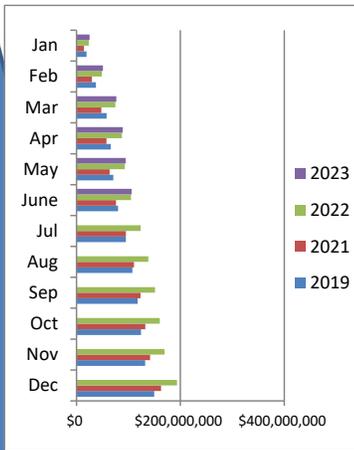
Total Net Taxable Sales						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$82,322,443	\$79,027,302	\$113,608,612	\$115,028,849	1.25%	39.73%
Feb	\$75,811,953	\$79,756,522	\$111,338,870	\$113,751,026	2.17%	50.04%
Mar	\$95,183,824	\$100,237,930	\$125,726,058	\$122,557,813	-2.52%	28.76%
Apr	\$33,990,319	\$51,000,983	\$56,511,686	\$53,486,220	-5.35%	57.36%
May	\$26,568,743	\$35,688,712	\$34,483,587	\$32,122,089	-6.85%	20.90%
Jun	\$41,037,437	\$58,731,249	\$56,232,343	\$55,073,203	-2.06%	34.20%
Jul	\$53,773,050	\$77,776,788	\$72,887,360	\$0	n/a	n/a
Aug	\$48,091,755	\$74,672,063	\$55,893,366	\$0	n/a	n/a
Sep	\$44,889,082	\$60,889,972	\$62,996,483	\$0	n/a	n/a
Oct	\$32,300,192	\$48,311,322	\$51,432,900	\$0	n/a	n/a
Nov	\$39,932,842	\$55,302,573	\$53,833,961	\$0	n/a	n/a
Dec	\$93,947,588	\$124,953,272	\$131,392,324	\$0	n/a	n/a
<b>Total</b>	<b>\$667,849,228</b>	<b>\$846,348,688</b>	<b>\$926,337,549</b>	<b>\$492,019,200</b>	<b>-46.89%</b>	<b>-26.33%</b>



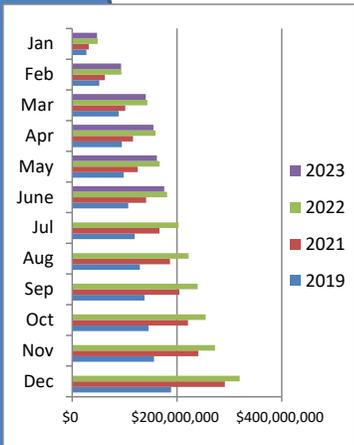
Retail						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$19,611,835	\$18,326,302	\$24,325,071	\$25,157,660	3.42%	28.28%
Feb	\$17,374,017	\$19,257,919	\$24,774,629	\$25,052,192	1.12%	44.19%
Mar	\$21,694,451	\$25,929,715	\$31,201,934	\$31,474,575	0.87%	45.08%
Apr	\$8,706,284	\$13,935,382	\$14,391,482	\$14,171,285	-1.53%	62.77%
May	\$6,284,885	\$9,993,979	\$9,126,666	\$9,185,750	0.65%	46.16%
Jun	\$10,800,684	\$17,029,901	\$16,357,808	\$15,860,723	-3.04%	46.85%
Jul	\$12,824,337	\$18,164,123	\$17,904,772	\$0	n/a	n/a
Aug	\$12,049,046	\$24,629,017	\$6,889,541	\$0	n/a	n/a
Sep	\$13,039,738	\$16,791,359	\$18,781,996	\$0	n/a	n/a
Oct	\$8,177,952	\$11,785,796	\$15,162,584	\$0	n/a	n/a
Nov	\$10,978,771	\$15,248,584	\$15,610,894	\$0	n/a	n/a
Dec	\$25,851,630	\$32,357,738	\$33,640,798	\$0	n/a	n/a
<b>Total</b>	<b>\$167,393,631</b>	<b>\$223,449,816</b>	<b>\$228,168,176</b>	<b>\$120,902,185</b>	<b>-47.01%</b>	<b>-27.77%</b>



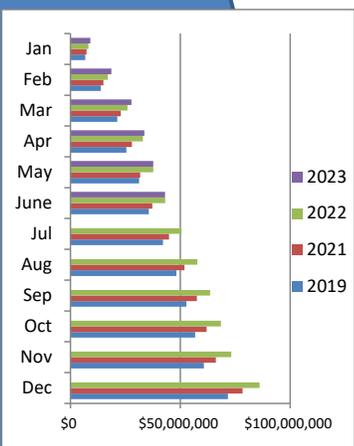
Weedtail						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$1,278,628	\$1,478,465	\$1,390,691	\$1,085,499	-21.95%	-15.10%
Feb	\$1,143,834	\$1,294,638	\$1,290,570	\$1,071,374	-16.98%	-6.33%
Mar	\$1,291,752	\$1,441,196	\$1,310,491	\$1,021,416	-22.06%	-20.93%
Apr	\$682,583	\$942,276	\$732,968	\$577,496	-21.21%	-15.40%
May	\$525,557	\$695,750	\$499,512	\$382,445	-23.44%	-27.23%
Jun	\$691,544	\$841,867	\$670,484	\$513,462	-23.42%	-25.75%
Jul	\$905,548	\$1,116,858	\$912,870	\$0	n/a	n/a
Aug	\$845,682	\$936,140	\$777,363	\$0	n/a	n/a
Sep	\$658,693	\$802,336	\$611,456	\$0	n/a	n/a
Oct	\$536,078	\$665,889	\$529,983	\$0	n/a	n/a
Nov	\$605,820	\$737,780	\$581,583	\$0	n/a	n/a
Dec	\$1,088,987	\$1,195,620	\$1,014,636	\$0	n/a	n/a
<b>Total</b>	<b>\$10,254,704</b>	<b>\$12,148,814</b>	<b>\$10,322,606</b>	<b>\$4,651,693</b>	<b>-54.94%</b>	<b>-54.64%</b>



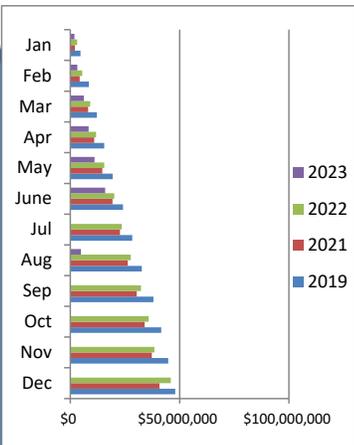
Restaurant / Bar						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$19,257,344	\$14,372,467	\$23,591,432	\$25,009,257	6.01%	29.87%
Feb	\$18,251,145	\$15,293,976	\$24,974,867	\$25,865,915	3.57%	41.72%
Mar	\$20,276,191	\$18,001,752	\$26,280,138	\$25,821,441	-1.75%	27.35%
Apr	\$8,183,550	\$10,082,518	\$12,415,528	\$12,209,139	-1.66%	49.19%
May	\$4,752,756	\$6,065,196	\$5,669,343	\$5,849,829	3.18%	23.08%
Jun	\$9,334,516	\$12,074,689	\$11,796,384	\$11,300,909	-4.20%	21.07%
Jul	\$14,827,380	\$19,085,898	\$18,692,700	\$0	n/a	n/a
Aug	\$12,693,004	\$15,737,756	\$14,956,807	\$0	n/a	n/a
Sep	\$10,012,989	\$12,545,273	\$12,668,238	\$0	n/a	n/a
Oct	\$6,463,032	\$9,054,163	\$9,309,000	\$0	n/a	n/a
Nov	\$8,198,131	\$9,429,392	\$9,038,337	\$0	n/a	n/a
Dec	\$17,310,078	\$20,911,542	\$24,126,957	\$0	n/a	n/a
<b>Total</b>	<b>\$149,560,115</b>	<b>\$162,654,623</b>	<b>\$193,519,731</b>	<b>\$106,056,490</b>	<b>-45.20%</b>	<b>-29.09%</b>



Short-Term Lodging						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$26,972,450	\$31,752,506	\$48,613,697	\$47,461,191	-2.37%	75.96%
Feb	\$24,828,849	\$30,607,518	\$45,169,344	\$45,718,751	1.22%	84.14%
Mar	\$37,084,360	\$38,833,031	\$49,654,941	\$47,101,567	-5.14%	27.01%
Apr	\$6,084,075	\$14,797,935	\$15,604,892	\$14,576,157	-6.59%	139.58%
May	\$3,269,759	\$8,839,478	\$7,736,666	\$6,907,949	-10.71%	111.27%
Jun	\$8,616,999	\$16,110,696	\$14,454,476	\$13,800,668	-4.52%	60.16%
Jul	\$12,277,101	\$25,496,064	\$21,720,310	\$0	n/a	n/a
Aug	\$10,003,552	\$20,237,448	\$19,219,232	\$0	n/a	n/a
Sep	\$8,761,172	\$17,984,049	\$17,234,547	\$0	n/a	n/a
Oct	\$7,656,277	\$16,267,787	\$15,303,928	\$0	n/a	n/a
Nov	\$10,643,615	\$19,659,292	\$18,013,772	\$0	n/a	n/a
Dec	\$32,413,202	\$50,715,608	\$46,896,490	\$0	n/a	n/a
<b>Total</b>	<b>\$188,611,410</b>	<b>\$291,301,413</b>	<b>\$319,622,294</b>	<b>\$175,566,282</b>	<b>-45.07%</b>	<b>-6.92%</b>



Grocery / Liquor						
	2019	2021	2022	2023	% change from PY	% change from '19
Jan	\$6,728,312	\$7,287,839	\$8,170,578	\$8,997,217	10.12%	33.72%
Feb	\$6,986,584	\$7,698,418	\$8,753,193	\$9,587,315	9.53%	37.22%
Mar	\$7,555,406	\$7,875,044	\$9,019,659	\$9,151,128	1.46%	21.12%
Apr	\$4,143,198	\$5,116,542	\$6,998,996	\$5,851,774	-16.39%	41.24%
May	\$5,770,430	\$3,756,571	\$4,744,379	\$4,092,212	-13.75%	-29.08%
Jun	\$4,477,840	\$5,487,526	\$5,436,849	\$5,335,000	-1.87%	19.14%
Jul	\$6,441,916	\$7,596,984	\$7,431,072	\$0	n/a	n/a
Aug	\$6,036,270	\$7,082,310	\$7,177,335	\$0	n/a	n/a
Sep	\$4,599,869	\$5,595,731	\$5,816,776	\$0	n/a	n/a
Oct	\$3,956,333	\$4,452,681	\$4,953,494	\$0	n/a	n/a
Nov	\$3,980,326	\$4,209,254	\$4,692,648	\$0	n/a	n/a
Dec	\$10,973,358	\$12,158,623	\$12,887,729	\$0	n/a	n/a
<b>Total</b>	<b>\$71,649,842</b>	<b>\$78,317,524</b>	<b>\$86,082,707</b>	<b>\$43,014,647</b>	<b>-50.03%</b>	<b>-39.97%</b>

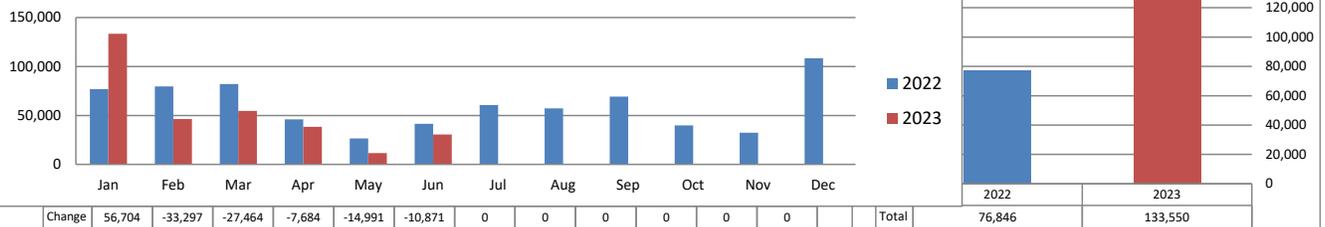


Construction							
	2019	2021	2022	2023	% change from PY	% change from '19	
Jan	\$4,617,707	\$2,068,745	\$3,087,979	\$1,896,022	-38.60%	-58.94%	
Feb	\$3,924,001	\$2,195,750	\$2,329,985	\$1,329,535	-42.94%	-66.12%	
Mar	\$3,626,832	\$3,880,970	\$3,659,430	\$2,951,113	-19.36%	-18.63%	
Apr	\$3,340,641	\$2,799,808	\$2,689,995	\$2,220,675	-17.45%	-33.53%	
May	\$3,847,480	\$3,695,521	\$3,753,221	\$2,658,753	-29.16%	-30.90%	
Jun	\$4,753,416	\$4,674,905	\$4,564,515	\$4,892,363	7.18%	2.92%	
Jul	\$4,225,825	\$3,429,834	\$3,420,384	\$0	n/a	n/a	
Aug	\$4,380,782	\$3,559,510	\$4,155,216	\$0	n/a	n/a	
Sep	\$5,278,007	\$4,014,804	\$4,670,892	\$0	n/a	n/a	
Oct	\$3,589,116	\$3,702,556	\$3,476,544	\$0	n/a	n/a	
Nov	\$3,210,387	\$3,262,427	\$2,663,371	\$0	n/a	n/a	
Dec	\$3,173,337	\$3,496,696	\$7,432,985	\$0	n/a	n/a	
<b>Total</b>	<b>\$47,967,531</b>	<b>\$40,781,527</b>	<b>\$45,904,519</b>	<b>\$15,948,461</b>	<b>-65.26%</b>	<b>-66.75%</b>	

### Disposable Bag Fees

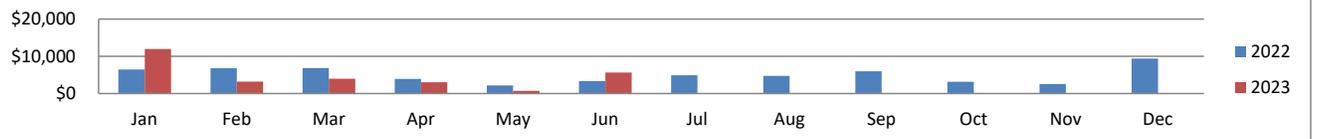
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage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

### # of Disposable Bags Reported by Month



### Bag Fees Remitted by Month

Net of Retained Percentage\*



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

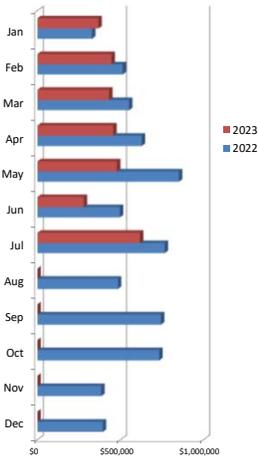
## Real Estate Transfer Tax

### New Items of Note:

- Revenue July YTD is ahead of the budget by \$.3M and below the prior year by \$1M.
- Single Family sales account for the majority of the sales (31.74%), with Timeshare sales in the second position of highest sales (30.36%) subject to the tax. Timeshare sales are lower YTD by 2.47% and Single Family sales are lower YTD by -20.64%. Condominium activity is representing 25.83% of the activity.
- July 2023 churn was 46.49% below July 2022.

### Continuing Items of Note:

- 2023 Real Estate Transfer Tax budget is based upon a 5 year historical budget phasing.



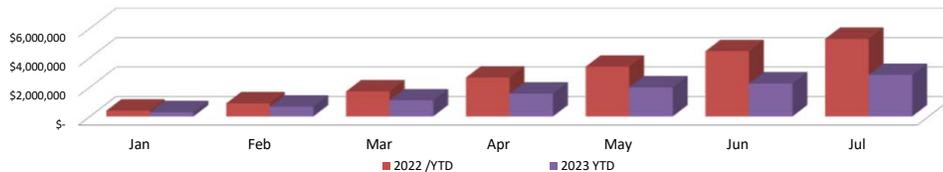
Total RETT								
	2019	2021	2022	2023	% change	2023 budget	+/- Budget	
Jan	\$536,802	\$394,201	\$328,719	\$366,761	11.57%	\$298,205	\$68,556	
Feb	\$441,411	\$493,987	\$512,843	\$445,546	-13.12%	\$342,714	\$102,832	
Mar	\$454,470	\$813,726	\$551,693	\$431,380	-21.81%	\$382,978	\$48,402	
Apr	\$674,070	\$946,247	\$627,842	\$456,127	-27.35%	\$433,275	\$22,852	
May	\$781,528	\$743,447	\$851,657	\$478,584	-43.81%	\$454,505	\$24,079	
Jun	\$480,111	\$1,052,494	\$495,925	\$278,784	-43.79%	\$386,322	-\$107,538	
Jul	\$510,302	\$841,992	\$765,641	\$617,133	-19.40%	\$441,027	\$176,106	
Aug	\$784,245	\$1,024,008	\$484,573	\$0	n/a	\$558,753	n/a	
Sep	\$684,950	\$1,027,878	\$742,908	\$0	n/a	\$674,590	n/a	
Oct	\$561,093	\$2,446,257	\$732,723	\$0	n/a	\$748,951	n/a	
Nov	\$604,298	\$579,469	\$384,336	\$0	n/a	\$365,827	n/a	
Dec	\$653,338	\$674,950	\$393,620	\$0	n/a	\$318,136	n/a	
Total	\$7,166,618	\$11,038,657	\$6,872,481	\$3,074,315		\$5,405,283		



by Category						
Description	2022 YTD	2023 YTD	\$ change	% change	% of Total	
Commercial	\$ 456,900	\$ 92,394	\$ (364,506)	-79.78%	3.01%	
Condominium	\$ 973,465	\$ 793,968	\$ (179,496)	-18.44%	25.83%	
Timeshare	\$ 956,988	\$ 933,390	\$ (23,598)	-2.47%	30.36%	
Single Family	\$ 1,229,506	\$ 975,722	\$ (253,784)	-20.64%	31.74%	
Townhome	\$ 371,345	\$ 227,828	\$ (143,517)	-38.65%	7.41%	
Vacant Land	\$ 135,742	\$ 50,999	\$ (84,743)	-62.43%	1.66%	
Total	\$ 4,123,945	\$ 3,074,315	\$ (1,049,630)	-25.45%	100.00%	

\$0

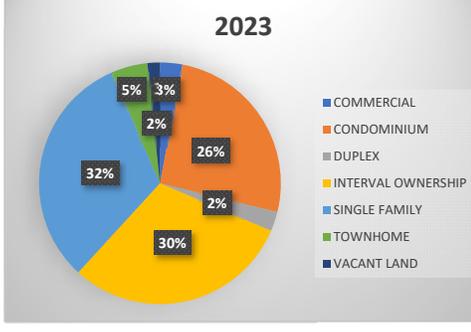
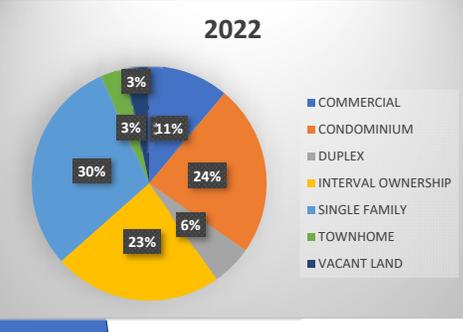
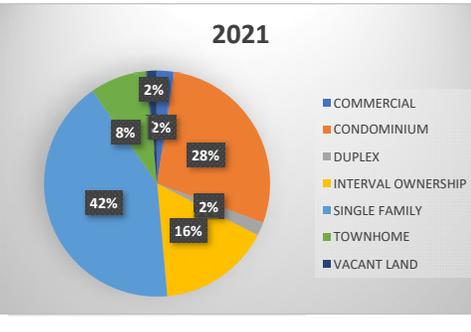
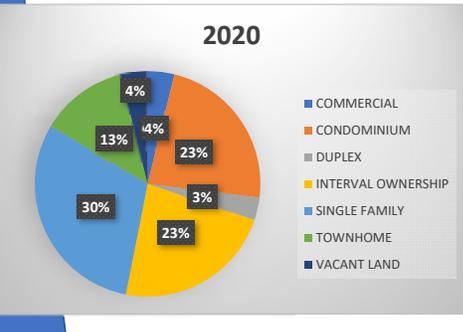
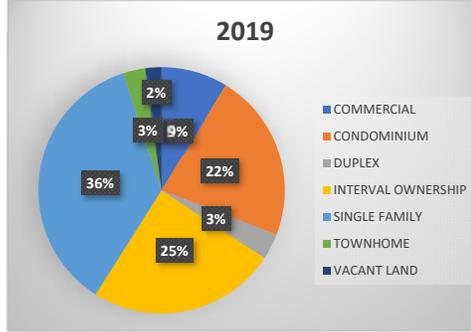
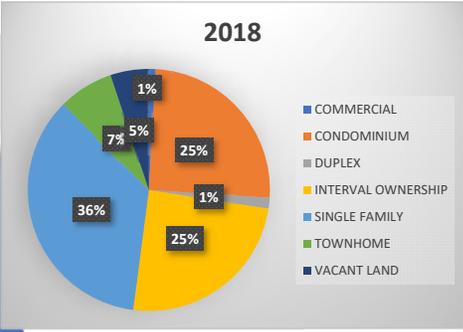
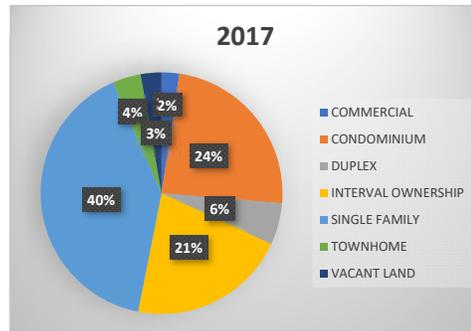
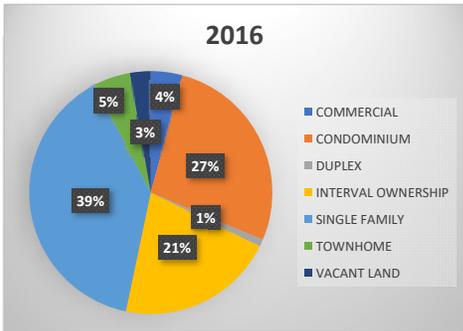
### YTD Churn Analysis



**RETT Categories YTD July**

**Taxes Collected by Category YTD July**

YTD	COMMERCIAL	CONDOMINIUM	DUPLEX	INTOWN	SINGLE FAMILY	TOWNHOME	VACANT LAND	Grand Total
2016	\$107,920	\$695,777	\$24,191	\$538,643	\$1,001,506	\$124,630	\$70,808	\$2,563,474
2017	\$82,445	\$830,773	\$192,907	\$735,306	\$1,398,160	\$129,725	\$96,719	\$3,465,535
2018	\$29,448	\$820,264	\$47,346	\$803,254	\$1,157,479	\$239,300	\$167,470	\$3,264,561
2019	\$339,350	\$858,527	\$131,527	\$958,143	\$1,397,493	\$111,226	\$82,426	\$3,878,694
2020	\$98,776	\$594,933	\$84,277	\$588,979	\$785,547	\$323,122	\$98,950	\$2,574,583
2021	\$124,275	\$1,493,581	\$102,952	\$845,399	\$2,207,284	\$428,743	\$82,401	\$5,286,095
2022	\$456,900	\$973,465	\$229,635	\$956,988	\$1,229,506	\$141,710	\$135,742	\$4,123,945
2023	\$92,394	\$793,968	\$80,425	\$933,390	\$975,722	\$147,403	\$50,999	\$3,074,315

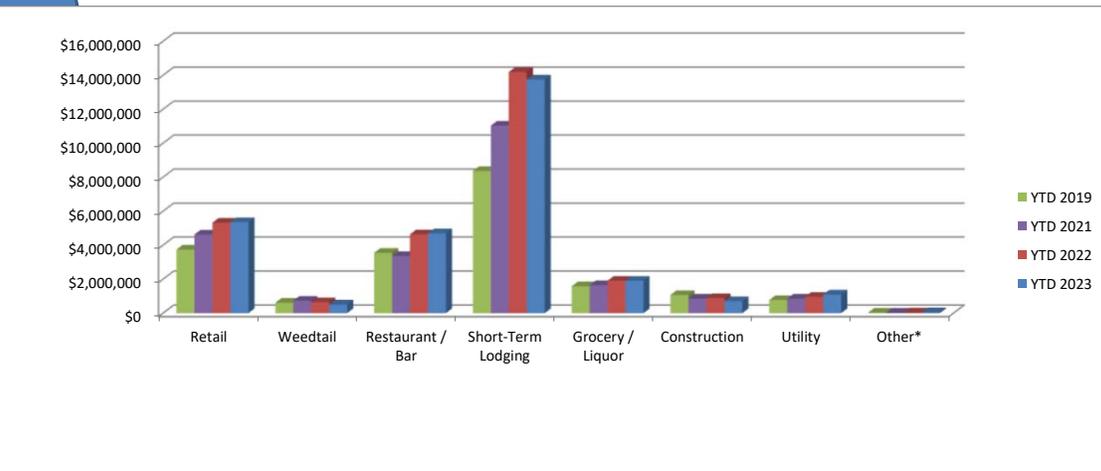
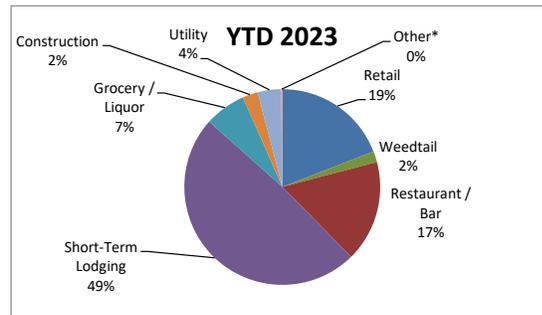
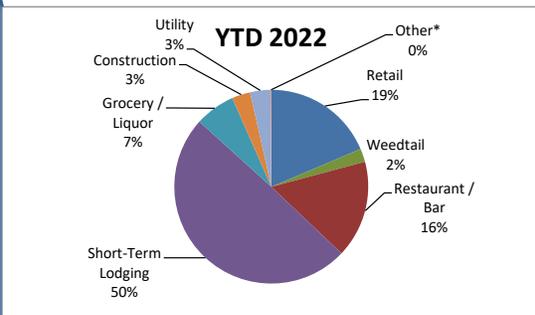


## TAXES DUE - SALES, ACCOMMODATIONS, AND MARIJUANA TAXES

### Tax Due by Industry-YTD

Description	YTD 2019	YTD 2021	YTD 2022	2022		YTD 2023	2022/2023		2023
				% of Total	% of Total		\$ Change	% Change	
Retail	\$3,742,117	\$4,628,163	\$5,323,867	18.61%	18.61%	\$5,355,967	\$32,100	0.60%	19.08%
Weedtail	\$613,599	\$731,675	\$644,292	2.25%	2.25%	\$508,430	(\$135,862)	-21.09%	1.81%
Restaurant / Bar	\$3,546,459	\$3,361,953	\$4,639,437	16.22%	16.22%	\$4,698,302	\$58,866	1.27%	16.74%
Short-Term Lodging	\$8,366,863	\$11,035,693	\$14,190,623	49.61%	49.61%	\$13,746,840	(\$443,783)	-3.13%	48.98%
Grocery / Liquor	\$1,579,816	\$1,648,932	\$1,910,378	6.68%	6.68%	\$1,905,549	(\$4,829)	-0.25%	6.79%
Construction	\$1,068,076	\$855,685	\$889,771	3.11%	3.11%	\$706,517	(\$183,254)	-20.60%	2.52%
Utility	\$774,279	\$855,799	\$966,015	3.38%	3.38%	\$1,096,734	\$130,718	13.53%	3.91%
Other*	\$29,536	\$26,032	\$37,750	0.13%	0.13%	\$49,725	\$11,975	31.72%	0.18%
<b>Total</b>	<b>\$19,720,746</b>	<b>\$23,143,934</b>	<b>\$28,602,134</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$28,068,064</b>	<b>(\$534,070)</b>	<b>-1.87%</b>	<b>100.00%</b>

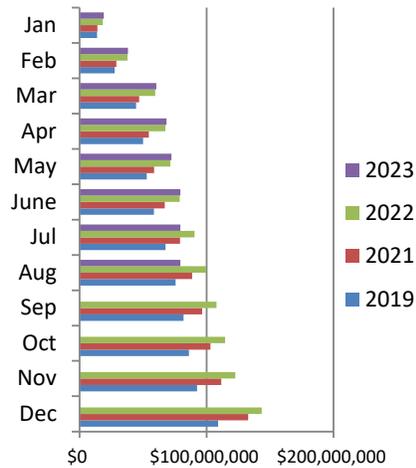
\* Other includes activities in Automobiles and Undefined Sales.



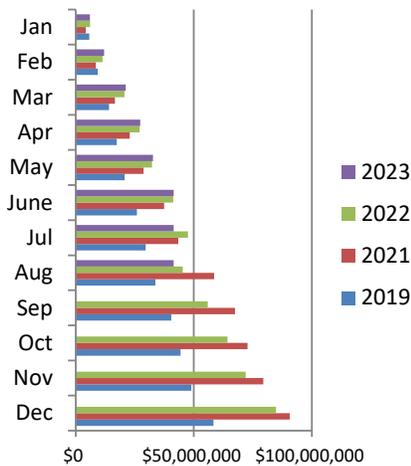
#### Items of Note:

- The general sales tax rate includes the 2.5% Town sales tax + 1.93% County sales tax distributed to the Town.
- The Short -Term Lodging sector includes an additional 3.4% accommodation tax.
- Weedtail includes an additional 5% marijuana tax (recreational and medical). The 1.5% distribution from the State is also included in this category. While the State distribution is only due on recreational sales, the majority of weedtail sales are recreational and the distribution has been applied to the entire sector.
- Report assumptions include: applying tax specific to a sector to the entire sector, as well as assuming the same tax base across the State, County, and Town taxes due. As a result, the numbers indicated above are a rough picture of taxes due to the Town and not an exact representation. Additionally, the data is representative of taxes due to the Town and not necessarily taxes collected year to date.

## The Tax Basics: Retail Sales Sector Analysis

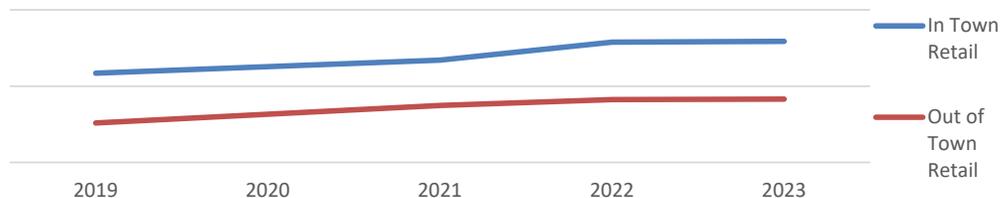


Retail: In-Town					
	2019	2021	2022	2023	% change 2023 from PY
Jan	\$13,874,223	\$14,077,047	\$18,209,812	\$19,136,159	5.09%
Feb	\$13,755,726	\$14,977,129	\$19,537,129	\$19,070,261	-2.39%
Mar	\$16,905,640	\$17,839,105	\$21,866,358	\$22,259,549	1.80%
Apr	\$5,471,956	\$7,661,522	\$8,025,948	\$8,024,663	-0.02%
May	\$2,941,690	\$4,165,067	\$3,833,477	\$3,854,291	0.54%
Jun	\$5,600,801	\$8,329,620	\$7,426,984	\$7,073,478	-4.76%
Jul	\$9,136,287	\$12,135,190	\$11,603,472	\$0	n/a
Aug	\$7,911,724	\$9,492,636	\$9,144,401	\$0	n/a
Sep	\$6,331,984	\$7,930,968	\$8,204,963	\$0	n/a
Oct	\$4,203,590	\$6,429,451	\$6,771,369	\$0	n/a
Nov	\$6,421,375	\$8,605,141	\$7,965,280	\$0	n/a
Dec	\$16,458,003	\$21,118,675	\$20,763,542	\$0	n/a
<b>Total</b>	<b>\$109,012,999</b>	<b>\$132,761,551</b>	<b>\$143,352,734</b>	<b>\$79,418,401</b>	



Retail: Out-of-Town					
	2019	2021	2022	2023	% change 2023 from PY
Jan	\$5,735,400	\$4,248,956	\$6,115,260	\$6,021,501	-1.53%
Feb	\$3,616,932	\$4,280,790	\$5,237,500	\$5,981,931	14.21%
Mar	\$4,787,452	\$8,088,806	\$9,333,919	\$9,215,026	-1.27%
Apr	\$3,232,968	\$6,273,861	\$6,365,534	\$6,146,622	-3.44%
May	\$3,342,797	\$5,828,461	\$5,293,190	\$5,331,458	0.72%
Jun	\$5,199,550	\$8,697,814	\$8,930,541	\$8,787,245	-1.60%
Jul	\$3,687,600	\$6,028,933	\$6,301,016	\$0	n/a
Aug	\$4,136,873	\$15,136,381	-\$2,254,860	\$0	n/a
Sep	\$6,707,525	\$8,848,682	\$10,577,033	\$0	n/a
Oct	\$3,973,939	\$5,356,346	\$8,391,215	\$0	n/a
Nov	\$4,556,988	\$6,643,443	\$7,645,614	\$0	n/a
Dec	\$9,393,219	\$11,237,165	\$12,877,256	\$0	n/a
<b>Total</b>	<b>\$58,371,244</b>	<b>\$90,669,638</b>	<b>\$84,813,217</b>	<b>\$41,483,784</b>	

June Trending Retail Sales



### New Items of Note:

- Starting in March 2019, the Finance Department has split the Retail sector into two categories, In-Town Retail sales and Out-of-Town Retail sales. In-Town Retail sales comprise businesses that are in Town limits, the sector had an overall decrease of 4.76% in June 2023 as compared to 2022. The Out-of-Town Retail Sales had a overall decrease in sales of 1.60% for June 2023 compared to 2022.

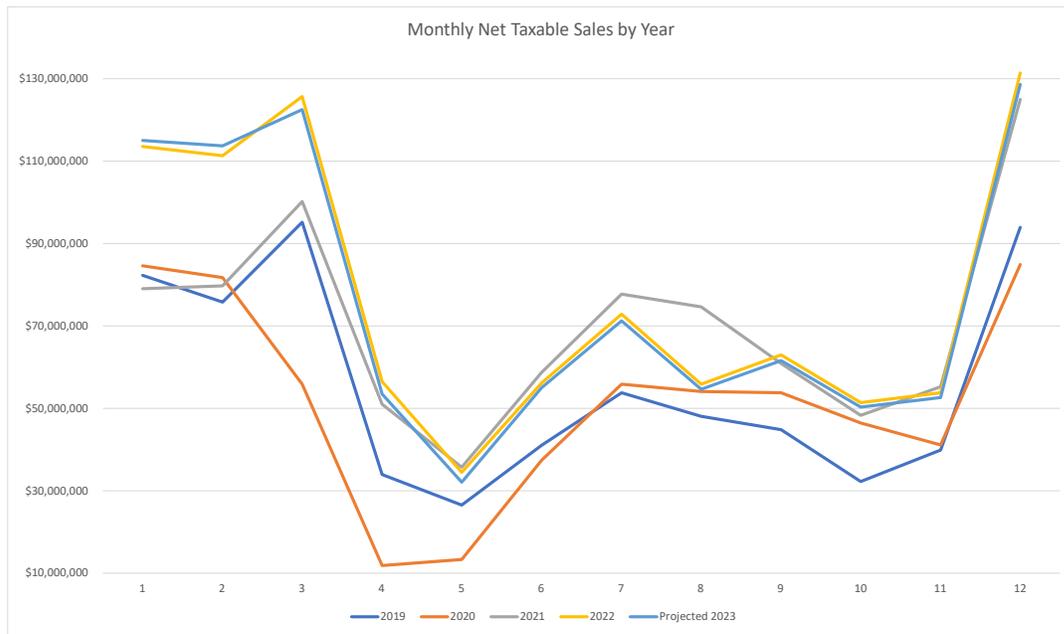
## 5 Year Inflation History

Year	Inflation Rate	CPI Measure	Total Change
2019	1.81%	252.718	\$1 in 2019 = 80 cents today. (-19.3%)
2020	1.23%	259.037	
2021	4.70%	262.65	
2022	8.00%	282.599	
Projected 2023	5.00%	300.536	

**Note: In late 2021, the US began seeing price inflation above recent annual levels. In Q1 of 2022, the Federal funds interest rate was still at the historic low of just .25%. In Q2 of 2022, the Federal Reserve began interest rate hikes as a monetary policy to counteract price inflation. Within the past 5 quarters, the Federal funds rate has increased to 5.25% in a continued effort to slow down price inflation.**

**Reported Net Taxable Sales 2019-2023**

Month	2019	2020	2021	2022	Projected 2023
January	\$ 82,322,443	\$ 84,651,394	\$ 79,027,302	\$ 113,608,612	\$ 115,028,849
February	\$ 75,811,953	\$ 81,731,420	\$ 79,756,522	\$ 111,338,870	\$ 113,751,026
March	\$ 95,183,824	\$ 55,907,021	\$ 100,237,930	\$ 125,726,058	\$ 122,557,813
April	\$ 33,990,319	\$ 11,891,222	\$ 51,000,983	\$ 56,511,686	\$ 53,486,220
May	\$ 26,568,743	\$ 13,321,865	\$ 35,688,712	\$ 34,483,587	\$ 32,122,089
June	\$ 41,037,437	\$ 37,462,588	\$ 58,731,249	\$ 56,232,343	\$ 55,073,203
July	\$ 53,773,050	\$ 55,894,765	\$ 77,776,788	\$ 72,887,360	\$ 71,263,605
August	\$ 48,091,755	\$ 54,137,170	\$ 74,672,063	\$ 55,893,366	\$ 54,691,659
September	\$ 44,889,082	\$ 53,792,830	\$ 60,889,972	\$ 62,996,483	\$ 61,642,059
October	\$ 32,300,192	\$ 46,512,472	\$ 48,311,322	\$ 51,432,900	\$ 50,327,093
November	\$ 39,932,842	\$ 41,165,916	\$ 55,302,573	\$ 53,833,961	\$ 52,676,531
December	\$ 93,947,588	\$ 84,879,152	\$ 124,953,272	\$ 131,392,324	\$ 128,567,389
<b>Total</b>	<b>\$ 667,849,228</b>	<b>\$ 621,347,814</b>	<b>\$ 846,348,687</b>	<b>\$ 926,337,550</b>	<b>\$ 911,187,534</b>

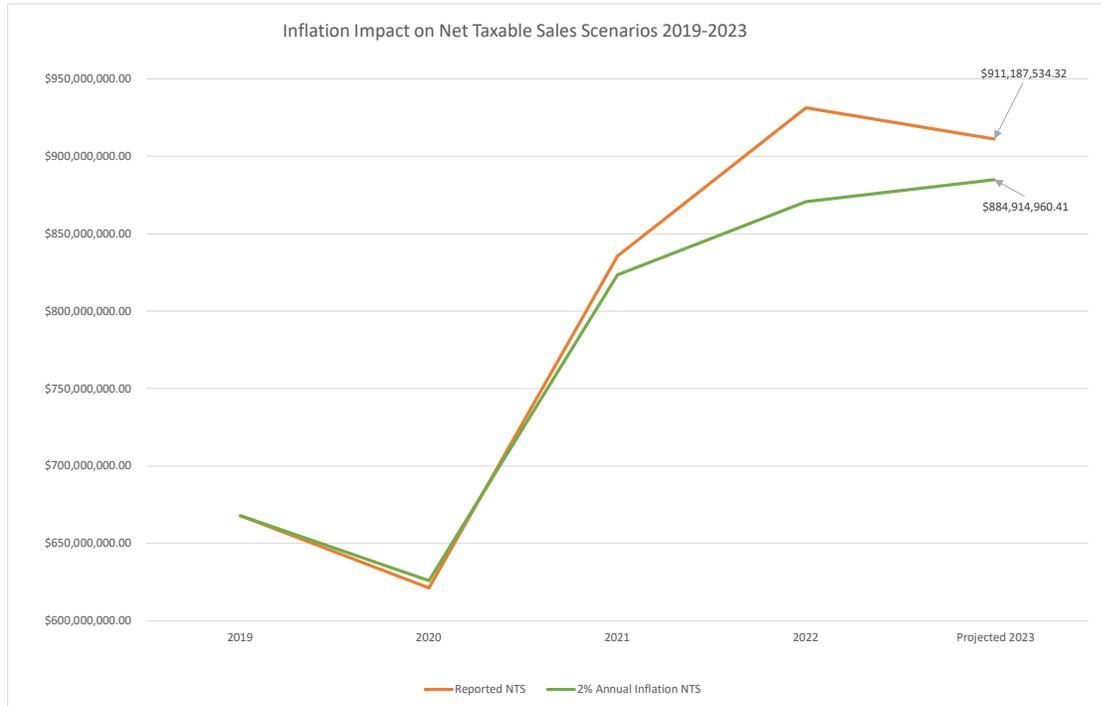


**Note: The table above presents reported net taxable sales without inflation adjustments, as previously presented to Council, including a forecast based on budgeted sales tax for remainder of the current year highlighted in blue. The graph below demonstrates remarkably consistent business volume flows over the past five years when comparing relative monthly volumes, demonstrating predictable low and high volume months regardless of pandemic closures or inflationary pressures. We are currently in the late-summer downward trend.**

**Reported Net Taxable Sales vs. 2% Annual Inflation Scenario 2019-2023**

Year	Reported NTS	% Growth YoY	2% Annual Inflation NTS	% Growth YoY
2019	\$ 667,843,099.60		\$ 667,843,099.60	
2020	\$ 621,347,814.40	-7%	\$ 626,109,921.00	-6%
2021	\$ 835,566,079.20	34%	\$ 823,515,394.13	32%
2022	\$ 931,399,974.40	11%	\$ 870,731,361.59	6%
Projected 2023	\$ 911,187,534.32	-2.17%	\$ 884,914,960.41	2%

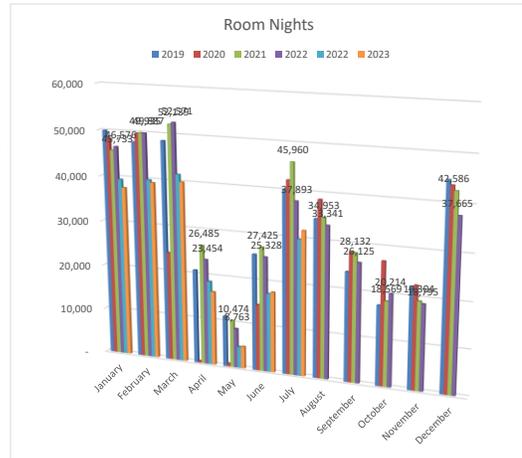
Year	Target vs Reported NTS	Sales Tax Variance
2020	\$ (4,762,106.60)	\$ (119,052.67)
2021	\$ 12,050,685.07	\$ 301,267.13
2022	\$ 60,668,612.81	\$ 1,516,715.32
Projected 2023	\$ 26,272,573.91	\$ 656,814.35



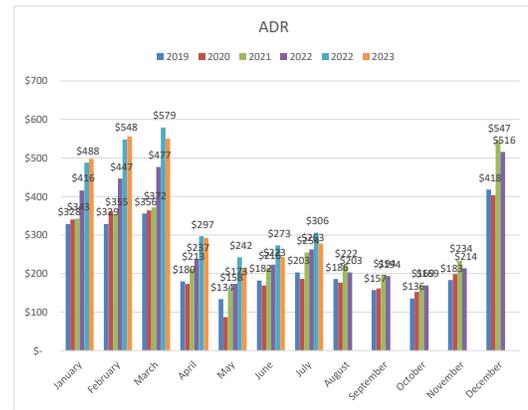
**Note: The upper table compares reported net taxable sales with a normalized inflation scenario, which is assumed to be 2% annually since 2019 (2% Annual Inflation NTS). Annual net taxable sales growth compared to the prior year is also presented for the scenario. The lower table highlights the variances between the two cases. This is visualized in the graph below. Inflation data was sourced from Kansas City and New York Federal Reserve District reporting.**

**Occupied Room**

Nights	DMX 2019	DMX 2020	DMX 2021	DMX 2022	Key Data 2022	Key Data 2023
January	49,948	48,246	45,733	46,576	39,494	37,715
February	47,850	49,813	49,935	49,887	39,865	39,310
March	48,554	24,202	52,139	52,571	41,549	39,953
April	20,895	350	26,485	23,454	18,705	16,446
May	11,274	637	10,474	8,763	4,759	4,886
June	25,696	14,696	27,425	25,328	17,398	17,826
July	40,131	42,162	45,960	37,893	29,878	31,793
August	34,515	38,623	34,953	33,341		
September	23,973	28,205	28,132	26,125		
October	17,516	26,959	18,569	20,214		
November	22,132	22,574	19,304	18,795		
December	44,693	43,650	42,586	37,665		
<b>Total</b>	<b>387,177</b>	<b>340,117</b>	<b>401,695</b>	<b>380,612</b>	<b>191,648</b>	<b>187,929</b>



ADR	DMX 2019	DMX 2020	DMX 2021	DMX 2022	Key Data 2022	Key Data 2023
January	\$ 328	\$ 340	\$ 343	\$ 416	\$ 488	\$ 498
February	\$ 329	\$ 361	\$ 355	\$ 447	\$ 548	\$ 556
March	\$ 356	\$ 364	\$ 372	\$ 477	\$ 579	\$ 550
April	\$ 180	\$ 173	\$ 213	\$ 237	\$ 297	\$ 292
May	\$ 134	\$ 87	\$ 158	\$ 173	\$ 242	\$ 213
June	\$ 182	\$ 169	\$ 216	\$ 223	\$ 273	\$ 243
July	\$ 203	\$ 186	\$ 254	\$ 263	\$ 306	\$ 278
August	\$ 186	\$ 177	\$ 222	\$ 203		
September	\$ 157	\$ 161	\$ 194	\$ 194		
October	\$ 136	\$ 152	\$ 169	\$ 169		
November	\$ 183	\$ 199	\$ 234	\$ 214		
December	\$ 418	\$ 404	\$ 547	\$ 516		
<b>Total</b>	<b>\$ 233</b>	<b>\$ 231</b>	<b>\$ 273</b>	<b>\$ 294</b>	<b>\$ 390</b>	<b>\$ 376</b>



2023 BUDGET WALKTHROUGH

REVENUE AND EXPENDITURE SUMMARY

INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES

	OCTOBER BUDGET RETREAT	BUDGET CHANGES	NOVEMBER BUDGET RESOLUTION	FEBRUARY BUDGET APPROPRIATION	REVISED 2023 BUDGET	JULY BUDGET APPROPRIATION	REVISED 2023 BUDGET
<b>FUND BALANCE, JANUARY 1, 2023</b>	\$ 259,179,822	\$ (15,744,520)	\$ 243,435,302	\$ -	\$ 253,807,962	\$ -	\$ 253,807,962
<b>REVENUE BY FUND</b>							
GENERAL FUND	\$ 29,779,984	\$ -	\$ 29,779,984	\$ -	\$ 29,779,984	\$ (800)	\$ 29,779,184
UTILITY FUND	\$ 16,274,088	\$ -	\$ 16,274,088	\$ (549,193)	\$ 15,724,895	\$ (5,911,307)	\$ 9,813,588
CAPITAL FUND	\$ 16,230,000	\$ -	\$ 16,230,000	\$ (4,554,488)	\$ 11,675,512	\$ (800)	\$ 11,674,712
MARKETING FUND	\$ 4,588,917	\$ -	\$ 4,588,917	\$ -	\$ 4,588,917	\$ -	\$ 4,588,917
GOLF COURSE FUND	\$ 3,875,671	\$ -	\$ 3,875,671	\$ -	\$ 3,875,671	\$ -	\$ 3,875,671
EXCISE TAX FUND	\$ 45,383,990	\$ -	\$ 45,383,990	\$ 3,015,000	\$ 48,398,990	\$ 385,000	\$ 48,783,990
HOUSING FUND	\$ 16,764,273	\$ 8,362,188	\$ 25,126,461	\$ 2,025,316	\$ 27,151,777	\$ -	\$ 27,151,777
OPEN SPACE ACQUISITION FUND	\$ 3,609,967	\$ -	\$ 3,609,967	\$ -	\$ 3,609,967	\$ -	\$ 3,609,967
CONSERVATION TRUST FUND	\$ 55,000	\$ -	\$ 55,000	\$ -	\$ 55,000	\$ -	\$ 55,000
GARAGE SERVICES FUND	\$ 7,105,991	\$ -	\$ 7,105,991	\$ -	\$ 7,105,991	\$ -	\$ 7,105,991
INFORMATION TECHNOLOGY FUND	\$ 1,661,777	\$ (599)	\$ 1,661,178	\$ 599	\$ 1,661,777	\$ -	\$ 1,661,777
FACILITIES MAINTENANCE FUND	\$ 939,058	\$ -	\$ 939,058	\$ 178,253	\$ 1,117,311	\$ -	\$ 1,117,311
SPECIAL PROJECTS FUND	\$ 3,595,000	\$ -	\$ 3,595,000	\$ 1,146,263	\$ 4,741,263	\$ -	\$ 4,741,263
MARIJUANA FUND	\$ 650,000	\$ -	\$ 650,000	\$ -	\$ 650,000	\$ -	\$ 650,000
CEMETERY FUND	\$ 15,605	\$ -	\$ 15,605	\$ -	\$ 15,605	\$ -	\$ 15,605
CHILD CARE FUND	\$ 1,974,000	\$ 60,000	\$ 2,034,000	\$ -	\$ 2,034,000	\$ -	\$ 2,034,000
PARKING & TRANSPORTATION FUND	\$ 8,865,158	\$ -	\$ 8,865,158	\$ (485,000)	\$ 8,380,158	\$ -	\$ 8,380,158
HEALTH BENEFITS FUND	\$ 5,279,675	\$ -	\$ 5,279,675	\$ (44,176)	\$ 5,235,499	\$ -	\$ 5,235,499
SUSTAINABILITY FUND	\$ -	\$ -	\$ -	\$ 2,927,921	\$ 2,927,921	\$ -	\$ 2,927,921
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,353,612	\$ -	\$ 7,353,612	\$ 366,392	\$ 7,720,004	\$ -	\$ 7,720,004
<b>TOTAL REVENUE BY PROGRAM</b>	\$ 174,001,766	\$ 8,421,589	\$ 182,423,355	\$ 4,026,887	\$ 186,450,242	\$ (5,527,907)	\$ 180,922,335
<b>EXPENDITURES BY CATEGORY</b>							
PERSONNEL	\$ 33,549,006	\$ -	\$ 33,549,006	\$ 1,255,389	\$ 34,804,395	\$ -	\$ 34,804,395
MATERIALS & SUPPLIES	\$ 3,649,489	\$ -	\$ 3,649,489	\$ -	\$ 3,649,489	\$ 250,000	\$ 3,899,489
CHARGES FOR SERVICES	\$ 28,090,918	\$ 2,293,200	\$ 30,384,118	\$ 4,286,628	\$ 34,670,746	\$ 58,011	\$ 34,728,757
MINOR CAPITAL	\$ 63,737,927	\$ (12,524,781)	\$ 51,213,146	\$ 3,196,665	\$ 54,409,811	\$ 6,344,448	\$ 60,754,259
FIXED CHARGES	\$ 801,442	\$ -	\$ 801,442	\$ (90,223)	\$ 711,219	\$ -	\$ 711,219
DEBT SERVICES	\$ 9,418,493	\$ 750	\$ 9,419,243	\$ (2,118,131)	\$ 7,301,112	\$ -	\$ 7,301,112
GRANTS/CONTINGENCIES	\$ 3,504,189	\$ -	\$ 3,504,189	\$ 204,662	\$ 3,708,851	\$ 600,000	\$ 4,308,851
ALLOCATION	\$ 6,807,830	\$ -	\$ 6,807,830	\$ 155,869	\$ 6,963,699	\$ -	\$ 6,963,699
TRANSFERS	\$ 48,191,951	\$ 8,362,188	\$ 56,554,139	\$ 149,396	\$ 56,703,535	\$ 50,000	\$ 56,753,535
<b>TOTAL EXPENDITURES BY CATEGORY</b>	\$ 197,751,245	\$ (1,868,643)	\$ 195,882,603	\$ 7,040,255	\$ 202,922,856	\$ 7,302,459	\$ 210,225,316
<b>EXPENDITURES BY PROGRAM</b>							
GENERAL FUND	\$ 32,501,216	\$ -	\$ 32,501,216	\$ 988,241	\$ 33,489,457	\$ 891,262	\$ 34,380,719
UTILITY FUND	\$ 13,203,020	\$ -	\$ 13,203,020	\$ (1,845,555)	\$ 11,357,465	\$ -	\$ 11,357,465
CAPITAL FUND	\$ 20,771,483	\$ -	\$ 20,771,483	\$ 5,549,012	\$ 26,320,495	\$ 212,948	\$ 26,533,443
MARKETING FUND	\$ 4,835,755	\$ -	\$ 4,835,755	\$ -	\$ 4,835,755	\$ -	\$ 4,835,755
GOLF COURSE FUND	\$ 3,268,503	\$ -	\$ 3,268,503	\$ 264,594	\$ 3,533,097	\$ -	\$ 3,533,097
EXCISE TAX FUND	\$ 36,500,775	\$ 8,362,188	\$ 44,862,963	\$ (2,033,079)	\$ 42,829,884	\$ -	\$ 42,829,884
HOUSING FUND	\$ 43,941,076	\$ (10,216,968)	\$ 33,724,108	\$ 1,354,726	\$ 35,078,834	\$ 10,000	\$ 35,088,834
OPEN SPACE ACQUISITION FUND	\$ 2,672,155	\$ -	\$ 2,672,155	\$ 52,226	\$ 2,724,381	\$ 3,669,250	\$ 6,393,631
CONSERVATION TRUST FUND	\$ 55,000	\$ -	\$ 55,000	\$ -	\$ 55,000	\$ -	\$ 55,000
GARAGE SERVICES FUND	\$ 4,339,486	\$ -	\$ 4,339,486	\$ 36,486	\$ 4,375,972	\$ 2,519,000	\$ 6,894,972
INFORMATION TECHNOLOGY FUND	\$ 1,521,454	\$ -	\$ 1,521,454	\$ 13,549	\$ 1,535,003	\$ -	\$ 1,535,003
FACILITIES MAINTENANCE FUND	\$ 818,164	\$ -	\$ 818,164	\$ 3,812	\$ 821,976	\$ -	\$ 821,976
SPECIAL PROJECTS FUND	\$ 3,540,000	\$ 12,500	\$ 3,552,500	\$ 1,146,263	\$ 4,698,763	\$ -	\$ 4,698,763
MARIJUANA FUND	\$ 908,311	\$ -	\$ 908,311	\$ 981	\$ 909,292	\$ -	\$ 909,292
CEMETERY FUND	\$ 18,500	\$ -	\$ 18,500	\$ 86	\$ 18,586	\$ -	\$ 18,586
CHILD CARE FUND	\$ 1,924,843	\$ (26,364)	\$ 1,898,479	\$ 6,165	\$ 1,904,644	\$ -	\$ 1,904,644
PARKING & TRANSPORTATION FUND	\$ 15,077,892	\$ -	\$ 15,077,892	\$ (990,114)	\$ 14,087,778	\$ -	\$ 14,087,778
HEALTH BENEFITS FUND	\$ 4,500,000	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000
SUSTAINABILITY FUND	\$ -	\$ -	\$ -	\$ 2,927,776	\$ 2,927,776	\$ -	\$ 2,927,776
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,353,612	\$ -	\$ 7,353,612	\$ (434,914)	\$ 6,918,698	\$ -	\$ 6,918,698
<b>TOTAL EXPENDITURES BY PROGRAM</b>	\$ 197,751,245	\$ (1,868,644)	\$ 195,882,601	\$ 7,040,255	\$ 202,922,856	\$ 7,302,460	\$ 210,225,316
<b>PROJECTED FUND BALANCE DECEMBER 31, 2023</b>	\$ 235,430,343	\$ (5,454,288)	\$ 229,976,056	\$ (3,013,368)	\$ 237,335,348	\$ (12,830,367)	\$ 224,504,981
<b>RESTRICTIONS</b>	\$ 162,534,319	\$ (7,867,270)	\$ 154,667,049	\$ 6,700,437	\$ 161,367,486	\$ -	\$ 161,367,486
<b>NET FUND BALANCE</b>	\$ 72,896,024	\$ 2,412,982	\$ 75,309,007	\$ (9,713,805)	\$ 75,967,862	\$ (12,830,367)	\$ 63,137,495
<b>FTYR FTE</b>	214.32	0	214.32	0	214.32	0	214.32

**JULY 2023  
ALL FUNDS  
REVENUE AND EXPENDITURE SUMMARY  
INCLUDES TRANSFERS AND FULL APPROPRIATIONS OF FUND BALANCES**

	BUDGET FY23	YTD			VARIANCE EXPLANATION
		ACTUAL FY23 YTD	BUDGET FY23 YTD	ACTUAL vs BUDGET FY23 YTD	
<b>FUND BALANCE, JANUARY 1, 2023</b>	\$ 255,492,157	\$ 255,492,157	\$ 255,492,157		
<b>REVENUE SUMMARY</b>					
GENERAL GOVERNMENT (GF)	\$ 24,009,281	\$ 15,402,092	\$ 14,025,711	\$ 1,376,381	INCREASED PROPERTY TAXES: BUDGET PHASING
FINANCE (GF)	\$ 33,000	\$ 15,937	\$ 19,250	\$ (3,313)	
PUBLIC SAFETY (GF)	\$ 81,350	\$ 43,188	\$ 46,753	\$ (3,565)	
COMMUNITY DEVELOPMENT (GF)	\$ 1,102,253	\$ 817,488	\$ 648,072	\$ 169,416	
PUBLIC WORKS (GF)	\$ 797,316	\$ 786,700	\$ 598,081	\$ 188,619	BEAR PROOF TRASH CANS GRANT: \$159K
RECREATION (GF)	\$ 3,755,984	\$ 3,180,031	\$ 2,328,447	\$ 851,584	INCREASED PARTICIPATION
UTILITY FUND	\$ 9,813,588	\$ 4,514,677	\$ 5,149,935	\$ (635,258)	TRANSFER FROM HOUSING: BUDGET PHASING
CAPITAL FUND	\$ 11,674,712	\$ 7,531,933	\$ 7,254,089	\$ 277,844	INVESTMENT ALLOCATION
MARKETING FUND	\$ 4,588,917	\$ 3,224,474	\$ 2,676,765	\$ 547,709	FAVORABLE ACCOMMODATION TAX: BUDGET PHASING
GOLF COURSE FUND	\$ 3,875,671	\$ 2,869,942	\$ 1,891,778	\$ 978,164	GREEN FEES: \$994K FAVORABLE
EXCISE TAX FUND	\$ 48,783,990	\$ 30,012,903	\$ 26,304,157	\$ 3,708,746	FAVORABLE SALES TAX
HOUSING FUND	\$ 27,151,777	\$ 19,893,664	\$ 18,327,002	\$ 1,566,662	SCG HOUSING HELPS PAYMENT: \$490K; RENTAL INCOME: \$95K; SALES TAX: \$336; SALE OF 301 N. FRENCH: \$261K; PINWOOD RECLASS: \$200K
OPEN SPACE ACQUISITION FUND	\$ 3,609,967	\$ 2,756,271	\$ 2,082,395	\$ 673,876	FAVORABLE SALES TAX
CONSERVATION TRUST FUND	\$ 55,000	\$ 37,142	\$ 27,500	\$ 9,642	
GARAGE SERVICES FUND	\$ 7,105,991	\$ 2,912,585	\$ 5,189,127	\$ (2,276,542)	DELAY OF BUS GRANTS - BUSES PURCHASED, REIMBURSEMENT REQUEST SUBMITTED
INFORMATION TECHNOLOGY FUND	\$ 1,661,777	\$ 987,007	\$ 969,332	\$ 17,675	
FACILITIES MAINTENANCE FUND	\$ 1,117,311	\$ 747,455	\$ 651,721	\$ 95,734	
SPECIAL PROJECTS FUND	\$ 4,741,263	\$ 2,775,935	\$ 2,765,623	\$ 10,312	
MARIJUANA FUND	\$ 650,000	\$ 368,091	\$ 366,939	\$ 1,152	
CEMETERY FUND	\$ 15,605	\$ 7,026	\$ 9,100	\$ (2,074)	
CHILD CARE FUND	\$ 2,034,000	\$ 1,366,559	\$ 1,191,458	\$ 175,101	BGV CONTRIBUTION: \$100K
PARKING & TRANSPORTATION FUND	\$ 8,380,158	\$ 7,192,026	\$ 5,603,838	\$ 1,588,188	SOUTH GONDOLA LOT: \$1,453K, INVESTMENT INCOME: \$250K
HEALTH BENEFITS FUND	\$ 5,235,499	\$ 3,046,771	\$ 3,049,587	\$ (2,816)	
SUSTAINABILITY FUND	\$ 2,927,921	\$ 1,821,611	\$ 1,697,327	\$ 124,284	MATERIALS MANAGEMENT ANNUAL FEE
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 7,720,004	\$ 7,199,205	\$ 7,720,004	\$ (520,799)	REDUCED LICENSE RENEWALS
<b>TOTAL REVENUES</b>	<b>\$ 180,922,335</b>	<b>\$ 119,510,711</b>	<b>\$ 110,593,991</b>	<b>\$ 8,916,720</b>	
<b>EXPENDITURES BY CATEGORY</b>					
PERSONNEL	\$ 34,804,395	\$ 18,279,335	\$ 20,072,731	\$ 1,793,396	
MATERIALS & SUPPLIES	\$ 3,899,489	\$ 2,325,569	\$ 2,123,613	\$ (201,956)	
CHARGES FOR SERVICES	\$ 34,728,757	\$ 19,642,674	\$ 22,094,588	\$ 2,451,914	
MINOR CAPITAL	\$ 60,754,259	\$ 22,321,973	\$ 32,829,363	\$ 10,507,390	
FIXED CHARGES	\$ 711,219	\$ 907,732	\$ 686,128	\$ (221,604)	
DEBT SERVICES	\$ 7,301,112	\$ 2,022,058	\$ 3,873,169	\$ 1,851,111	
GRANTS/CONTINGENCIES	\$ 4,308,851	\$ 4,120,220	\$ 2,622,918	\$ (1,497,302)	
ALLOCATION	\$ 6,963,699	\$ 4,062,158	\$ 4,061,995	\$ (163)	
TRANSFERS	\$ 56,753,535	\$ 36,789,155	\$ 37,331,084	\$ 541,929	
<b>TOTAL EXPENDITURES BY CATEGORY</b>	<b>\$ 210,225,316</b>	<b>\$ 110,470,875</b>	<b>\$ 125,695,589</b>	<b>\$ 15,224,714</b>	
<b>EXPENDITURES BY PROGRAM</b>					
GENERAL GOVERNMENT (GF)	\$ 6,484,981	\$ 3,475,262	\$ 3,201,853	\$ (273,409)	FIRC GRANT TIMING VS THE BUDGET: (\$500K)
FINANCE (GF)	\$ 1,473,373	\$ 702,834	\$ 874,693	\$ 171,859	REDUCED COMPENSATION: \$92K (NEW HIRE; MERIT TIMING); OTHER EXPENSE BUDGET PHASING
PUBLIC SAFETY (GF)	\$ 5,090,492	\$ 2,694,506	\$ 2,829,928	\$ 135,422	REDUCED COMPENSATION: \$266K (2 UNDERSTAFFED AS OF JULY; MERIT TIMING); EVACUATION SIGNS BUDGET PHASING:
COMMUNITY DEVELOPMENT (GF)	\$ 2,272,231	\$ 1,207,030	\$ 1,358,723	\$ 151,693	(\$166K) REDUCED COMPENSATION: \$104K (1.2 UNDERSTAFFED AS OF JULY; MERIT TIMING); OTHER EXPENSE BUDGET PHASING
PUBLIC WORKS (GF)	\$ 10,709,357	\$ 5,232,574	\$ 6,337,812	\$ 1,105,238	REDUCED COMPENSATION: \$485K (2.16 UNDERSTAFFED AS OF JULY; MERIT TIMING); OTHER EXPENSE BUDGET PHASING
RECREATION (GF)	\$ 8,357,035	\$ 4,218,689	\$ 4,599,638	\$ 380,949	REDUCED COMPENSATION: \$114K (MERIT TIMING); OTHER EXPENSE BUDGET PHASING
UTILITY FUND	\$ 11,357,465	\$ 4,597,815	\$ 5,579,243	\$ 981,428	
CAPITAL FUND	\$ 26,533,443	\$ 6,824,734	\$ 15,399,028	\$ 8,574,294	PROJECTS DELAY; BUDGET PHASING
MARKETING FUND	\$ 4,835,755	\$ 3,193,265	\$ 3,214,205	\$ 20,940	
GOLF COURSE FUND	\$ 3,533,097	\$ 2,414,904	\$ 1,975,600	\$ (439,304)	PRO SHOP MERCHANDISE; IRRIGATION PROJECT: BUDGET PHASING
EXCISE TAX FUND	\$ 42,829,884	\$ 28,828,324	\$ 28,834,106	\$ 5,782	
HOUSING FUND	\$ 35,088,834	\$ 16,231,714	\$ 21,185,553	\$ 4,953,839	BUDGET PHASING FOR AFFORDABLE HOUSING PROJECTS
OPEN SPACE ACQUISITION FUND	\$ 6,386,881	\$ 4,354,183	\$ 4,992,757	\$ 638,574	REDUCED COMPENSATION: \$89K; MERIT TIMING; LAND ACQUISITION EXPENSE BUDGET PHASING
CONSERVATION TRUST FUND	\$ 55,000	\$ 32,083	\$ 32,081	\$ (2)	
GARAGE SERVICES FUND	\$ 6,894,972	\$ 4,577,690	\$ 5,075,765	\$ 498,075	
INFORMATION TECHNOLOGY FUND	\$ 1,535,003	\$ 672,351	\$ 895,089	\$ 222,738	COMPUTER SUPPORT BUDGET PHASING
FACILITIES MAINTENANCE FUND	\$ 821,976	\$ 79,633	\$ 481,058	\$ 401,425	BUDGET PHASING
SPECIAL PROJECTS FUND	\$ 4,698,763	\$ 3,385,400	\$ 3,177,142	\$ (208,258)	
MARIJUANA FUND	\$ 909,292	\$ 472,225	\$ 535,733	\$ 63,508	
CEMETERY FUND	\$ 18,586	\$ 79	\$ 10,880	\$ 10,801	
CHILD CARE FUND	\$ 1,904,644	\$ 838,827	\$ 1,145,846	\$ 307,019	TIMBERLINE EXPANSION DELAYED
PARKING & TRANSPORTATION FUND	\$ 14,087,778	\$ 7,868,058	\$ 7,858,597	\$ (9,461)	REDUCED COMPENSATION: \$451K (0.2 UNDERSTAFFED AS OF JULY; MERIT TIMING); OTHER EXPENSE BUDGET PHASING
HEALTH BENEFITS FUND	\$ 4,500,000	\$ 2,881,495	\$ 2,604,782	\$ (276,713)	UMR PAYMENTS: BUDGET PHASING
SUSTAINABILITY FUND	\$ 2,927,776	\$ 1,623,269	\$ 1,706,549	\$ 83,280	
ACCOMMODATION UNIT COMPLIANCE FUND	\$ 6,918,698	\$ 4,063,931	\$ 4,092,928	\$ 28,997	
<b>TOTAL EXPENDITURES BY PROGRAM</b>	<b>\$ 210,225,316</b>	<b>\$ 110,470,875</b>	<b>\$ 127,999,589</b>	<b>\$ 17,528,714</b>	
<b>PROJECTED FUND BALANCE DECEMBER 31, 2022</b>	<b>226,189,176</b>	<b>264,531,993</b>	<b>238,086,559</b>		
RESTRICTIONS	\$ 161,367,486	\$ 161,367,486	\$ 161,367,486		
NET FUND BALANCE	\$ 64,821,690	\$ 103,164,507	\$ 76,719,073	\$ 26,445,434	
FYTR FTE	214.32	199.33	214.32	14.99	

# Memo

To: Breckenridge Town Council Members  
From: Mack Russo, Community Engagement & Outreach Liaison  
Date: 8/16/2023  
Subject: Hispanic Heritage Month Banner Artwork Approval

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In honor of Hispanic and Latin Heritage Month (celebrated from September 15 to October 15), the Breckenridge Social Equity Advisory Commission (BSEAC) released an RFQ for artwork to be featured on median banners. These banners are intended to celebrate the rich and vibrant cultures of the Hispanic and Latin communities. We are pleased to announce the selected artist is Jenise Jensen.

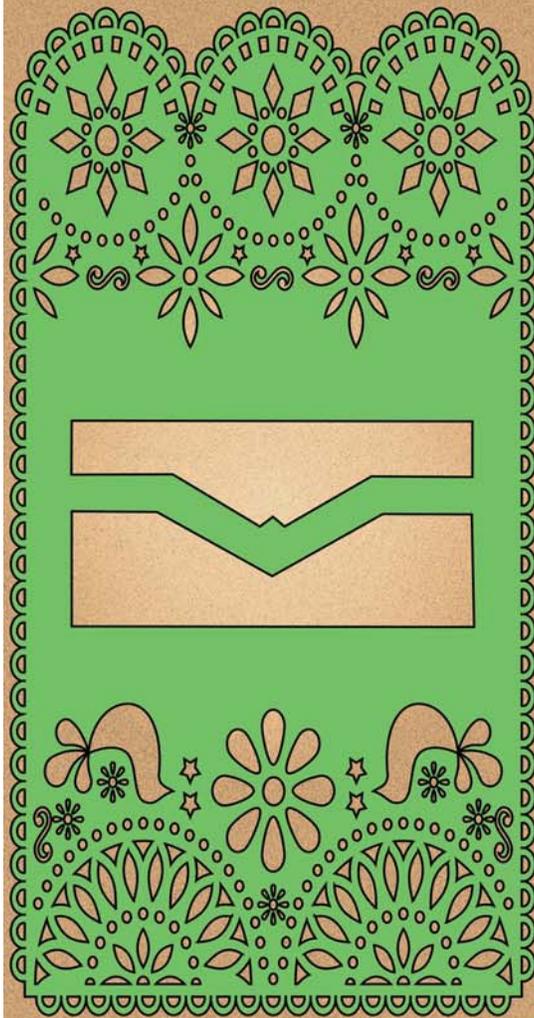
Jenise Jensen's artwork was chosen for its representation, diversity, and incorporation of folklore elements. Inspired by amate art, a traditional form of Mexican paper made from tree bark and adorned with bright folk art designs, Jenise's designs display cultural richness. Her design submissions include:

- Traditional amate subjects featuring birds and flowers.
- A Frida Kahlo-inspired Katrina with Día de los Muertos styling.
- Three distinct heads: a Mexican sugar skull, a Peruvian chain de huantar symbolizing mythical creatures, and a Chilean stone head from Easter Island.
- Two variations of dancers and their unique costumes from Hispanic and Latin cultures
- A guitar player, symbolizing the significance of music within these cultures.
- The phrase "pura vida," representing Costa Rica's unique way of life.

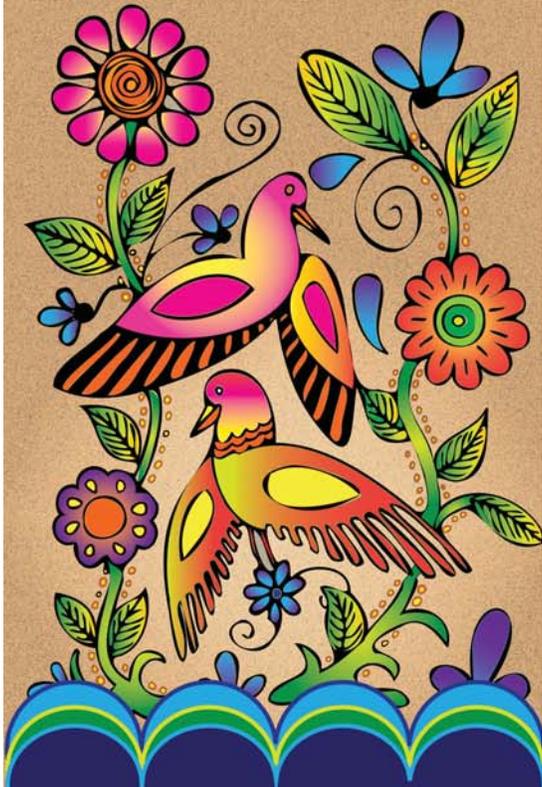
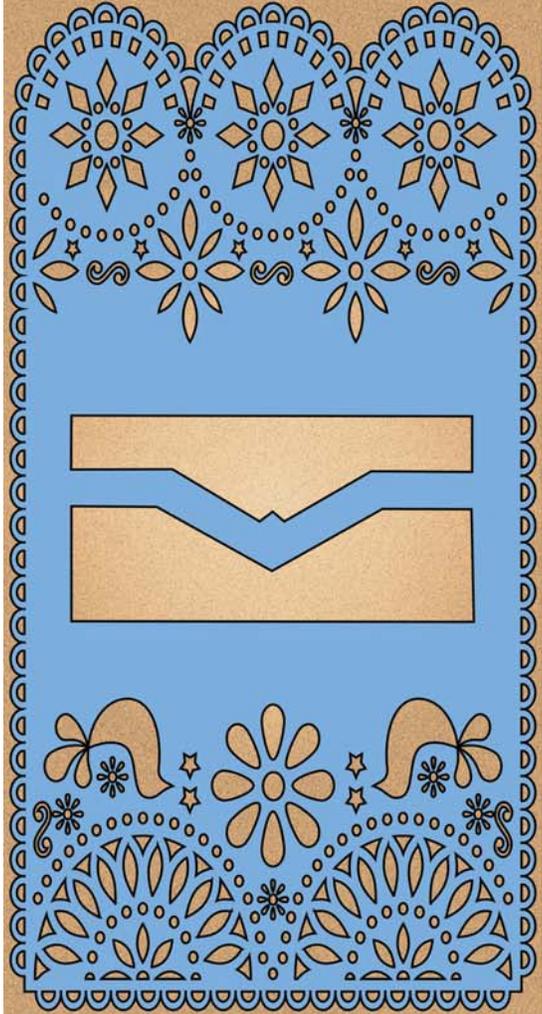
The banners were reviewed by Silvia Vicuna from BSEAC and Carlos Lopez from Mountain Dreamers, who sourced feedback from Hispanic community members. Lastly, to enhance representation, the names of the respective countries have been incorporated into the banners' backs in the papel picado style.

Pending Town Council's approval, these banners are scheduled to be sent to the printers on August 24th. Any further edits or suggestions are appreciated before finalization. Staff is available to address any inquiries you may have.

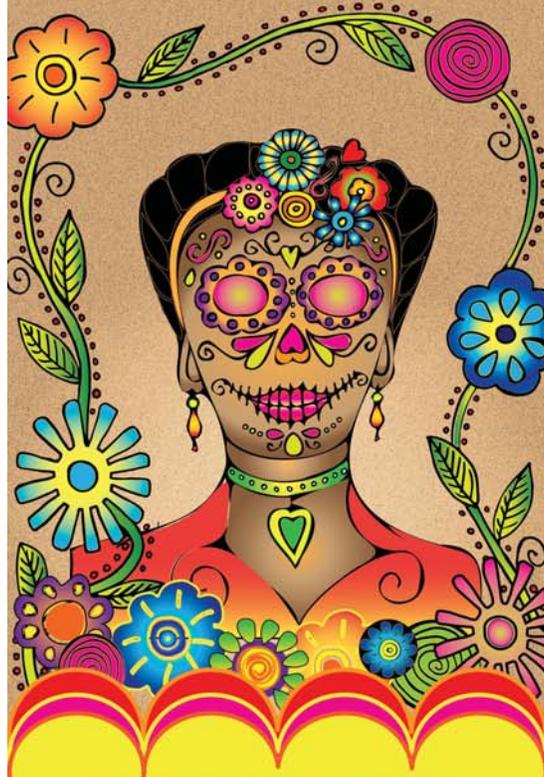
Thank you for your ongoing support in commemorating Hispanic and Latin Heritage Month.



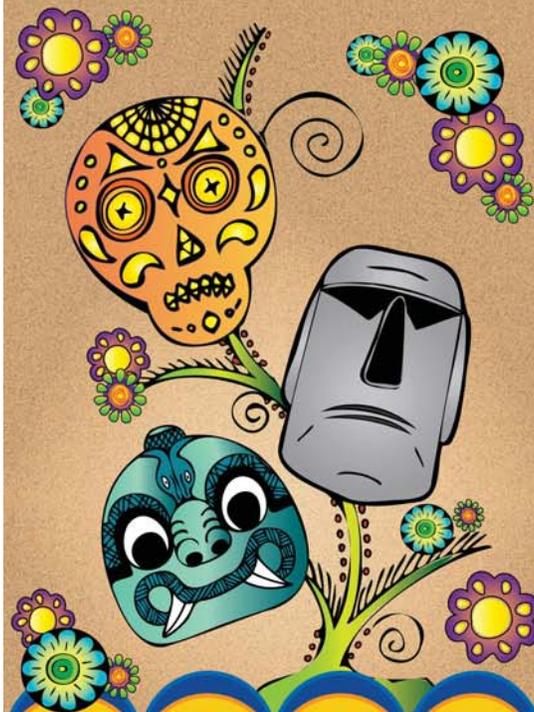
**LATIN  
HERITAGE  
MONTH**



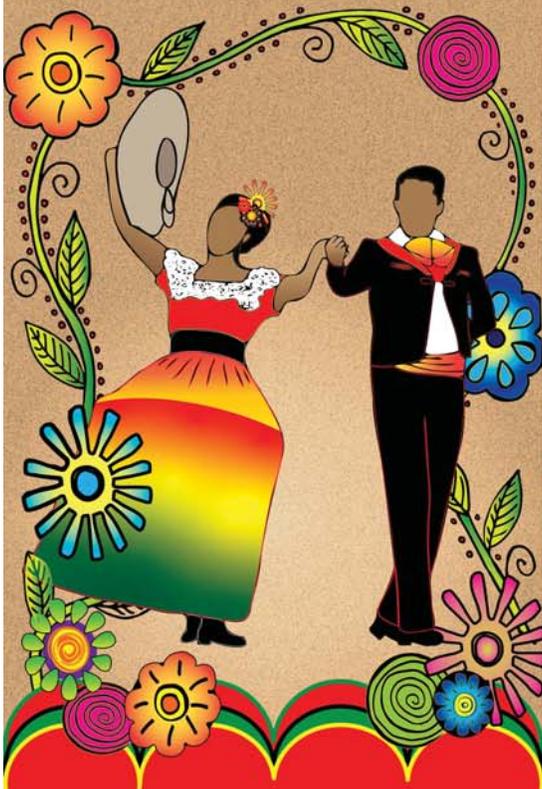
**HISPANIC  
HERITAGE  
MONTH**



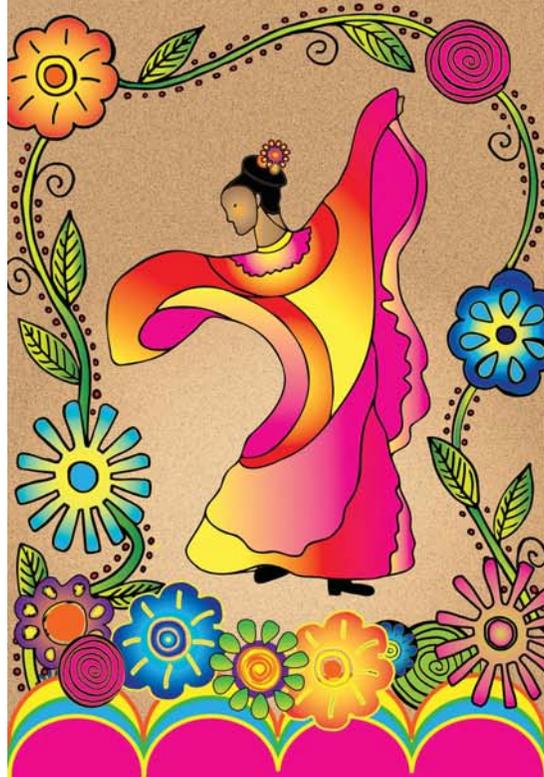
**HISPANIC  
HERITAGE  
MONTH**



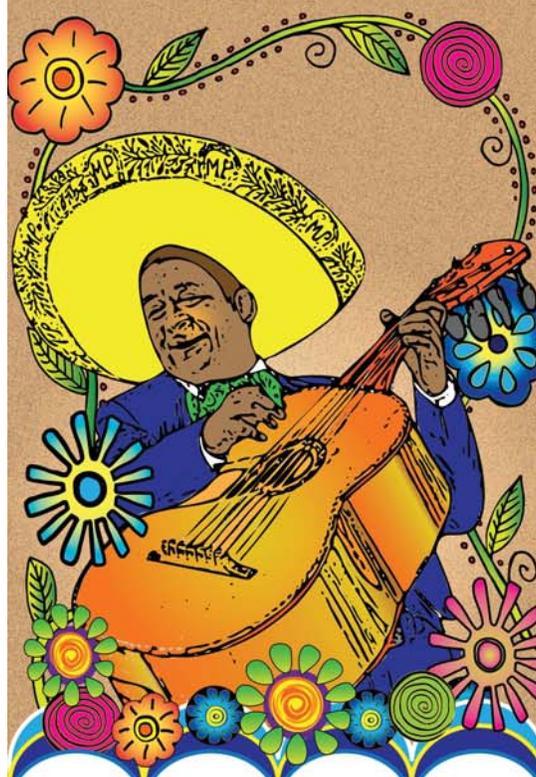
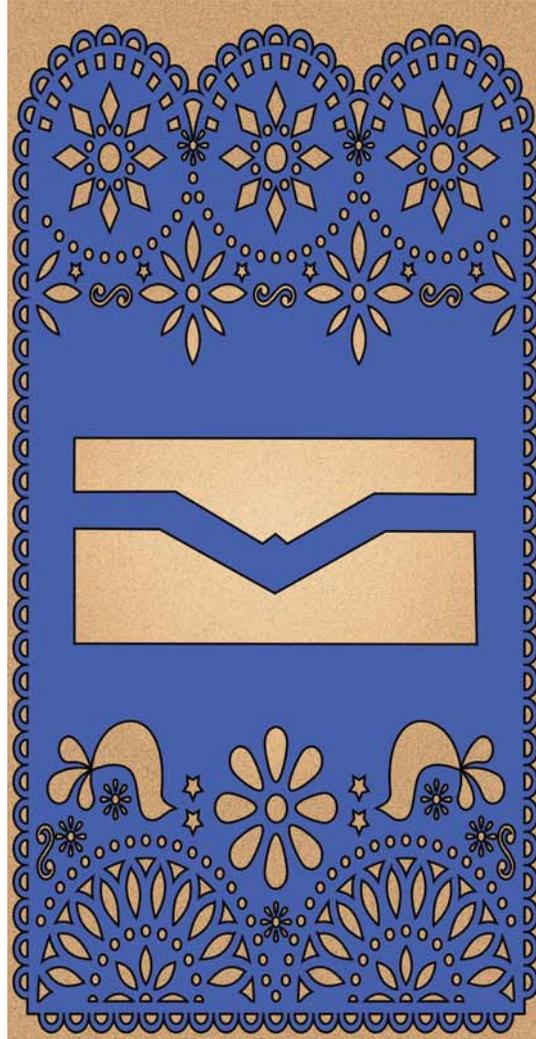
**HISPANIC  
HERITAGE  
MONTH**



**HISPANIC  
HERITAGE  
MONTH**



**HISPANIC  
HERITAGE  
MONTH**



**LATIN  
HERITAGE  
MONTH**



ARGENTINA



MES DE LA  
HERENCIA  
LATINA

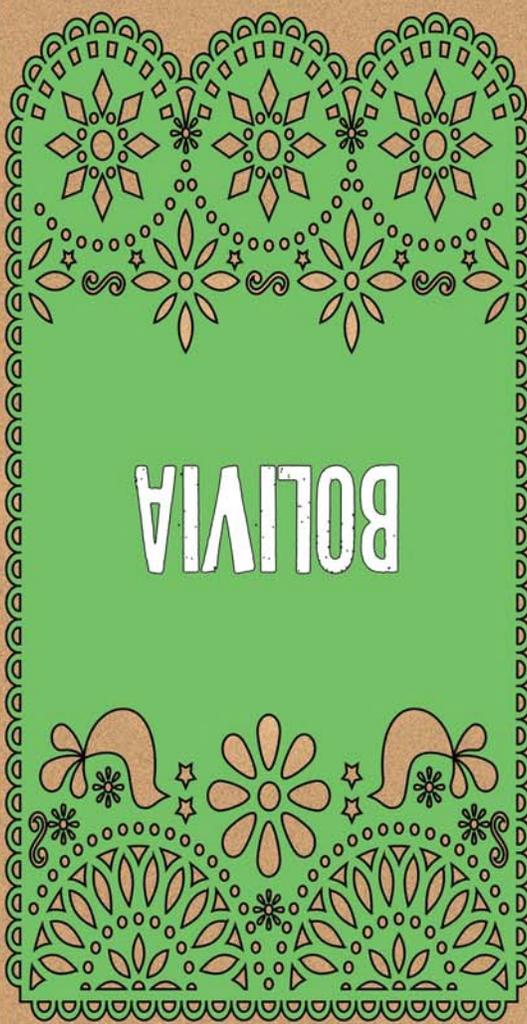


BELIZE

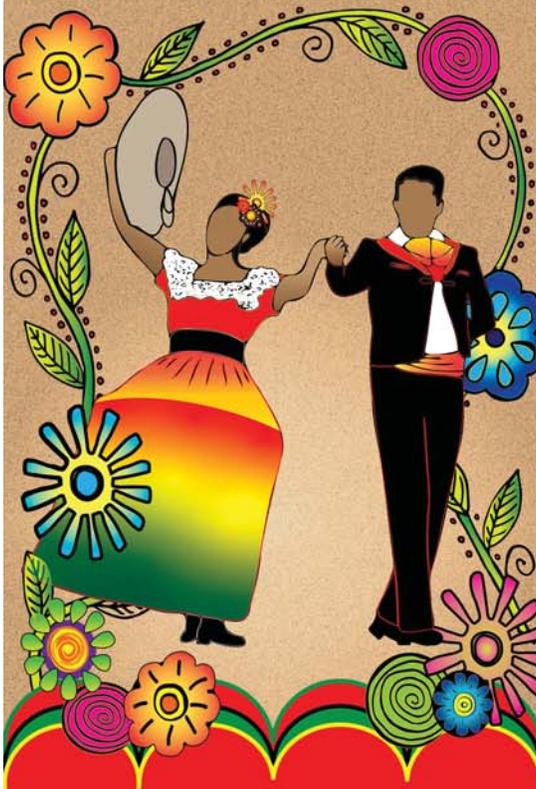


¡PURA  
VIDA!





**BOLIVIA**



**MES DE LA  
HERENCIA  
HISPANA**



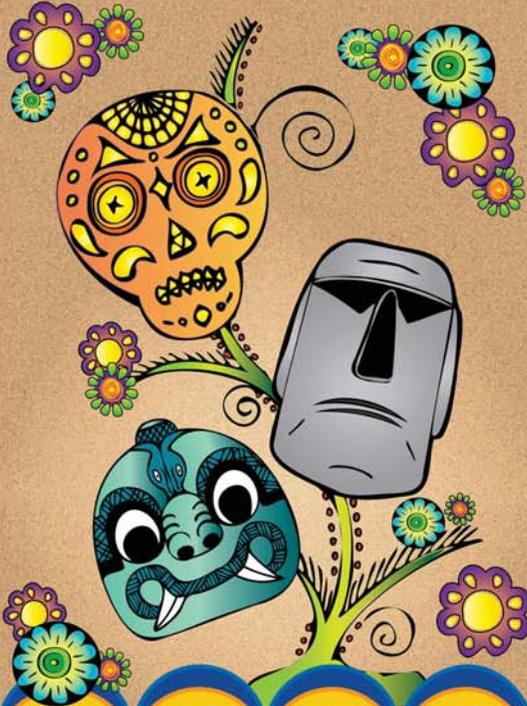
**BRAZIL**



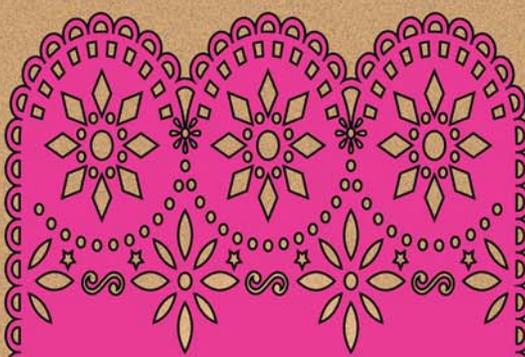
**LATIN  
HERITAGE  
MONTH**



CHILE



HISPANIC  
HERITAGE  
MONTH



**COLOMBIA**



**HISPANIC  
HERITAGE  
MONTH**



**COSTA RICA**

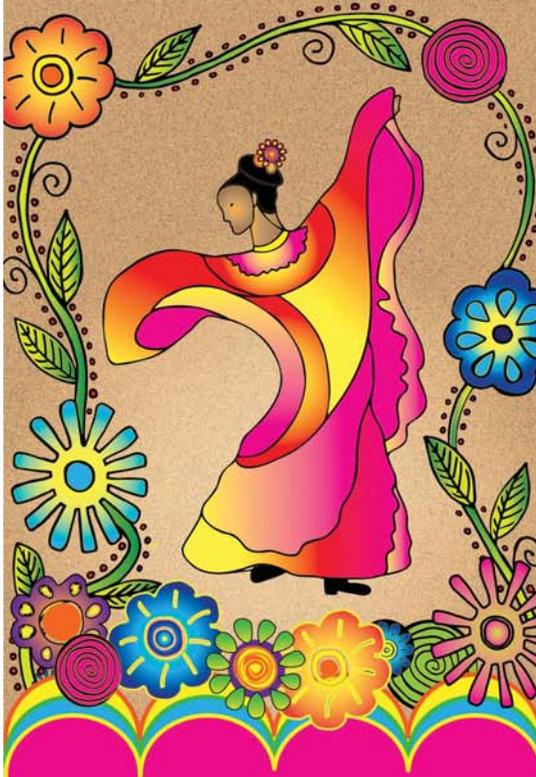


**¡PURA  
VIDA!**

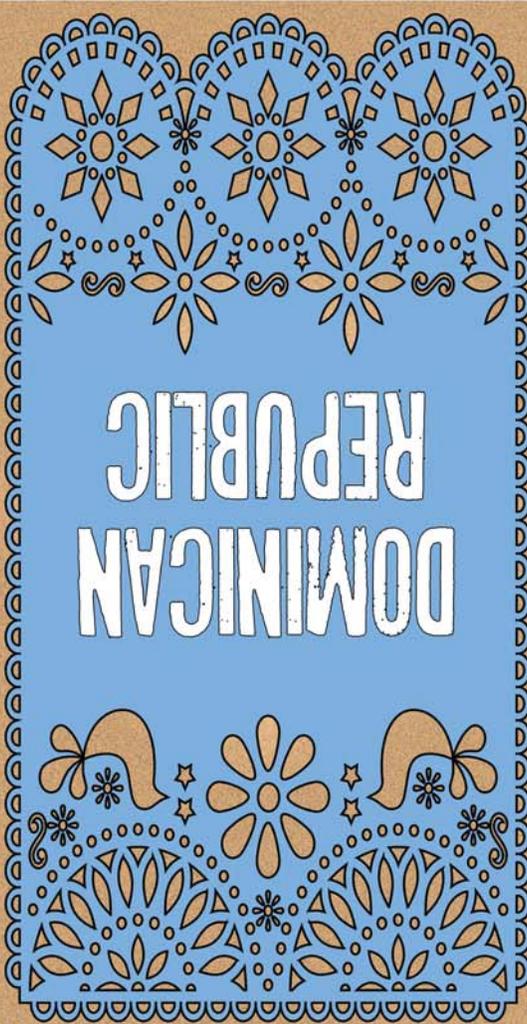




CUBA



HISPANIC  
HERITAGE  
MONTH



**LATIN  
HERITAGE  
MONTH**

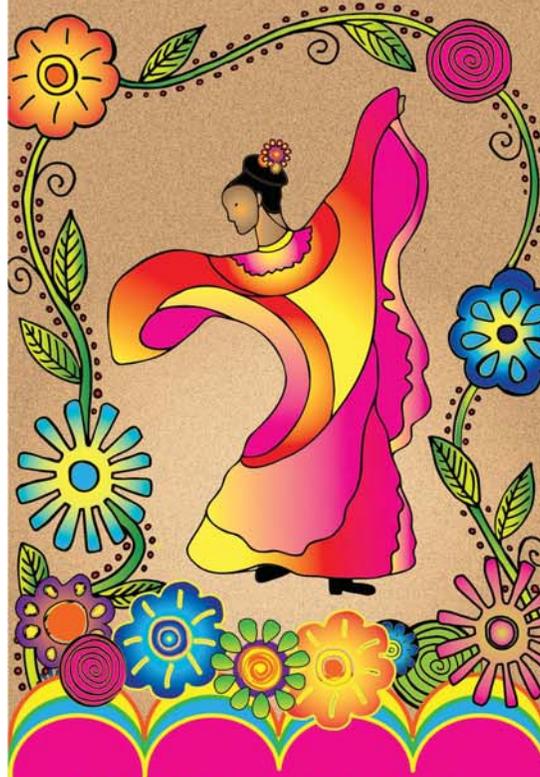


**ECUADOR**

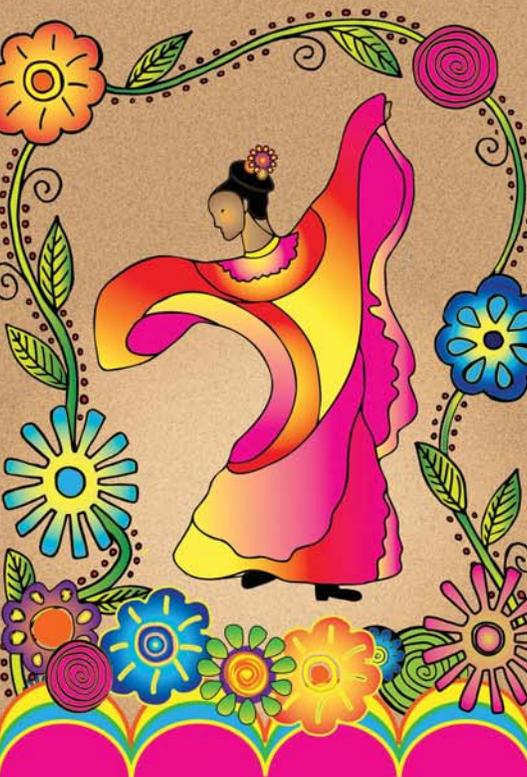
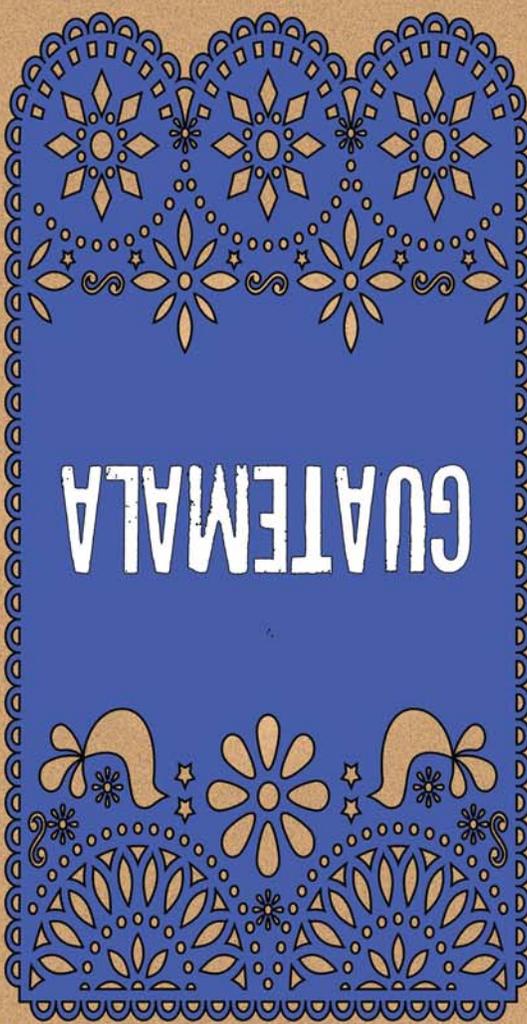


**MES DE LA  
HERENCIA  
HISPANA**

EL SALVADOR



MES DE LA  
HERENCIA  
HISPANA



**MES DE LA  
HERENCIA  
HISPANA**

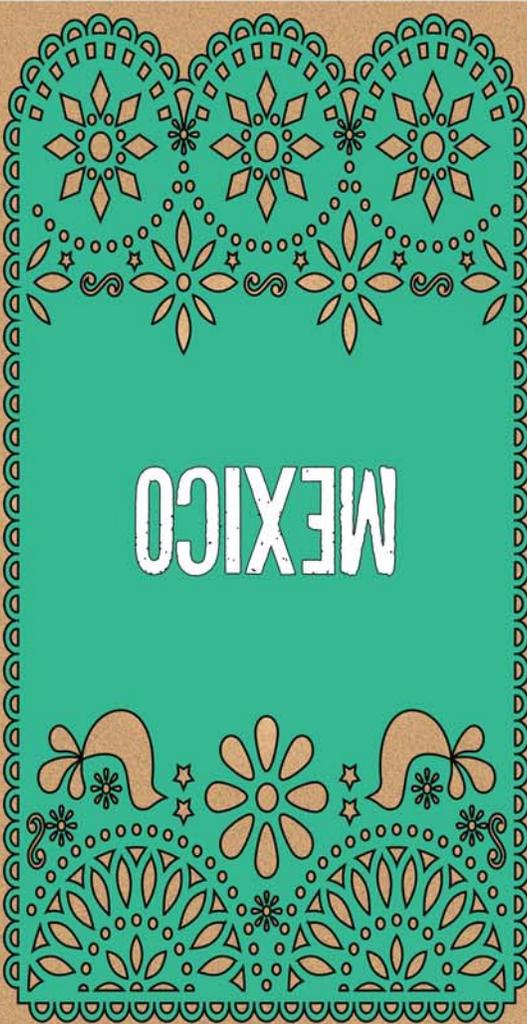


HONDURAS

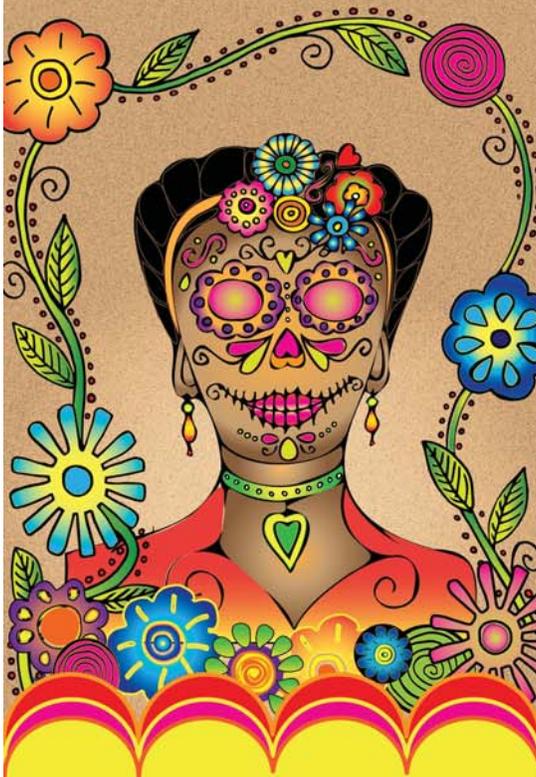


¡PURA  
VIDA!



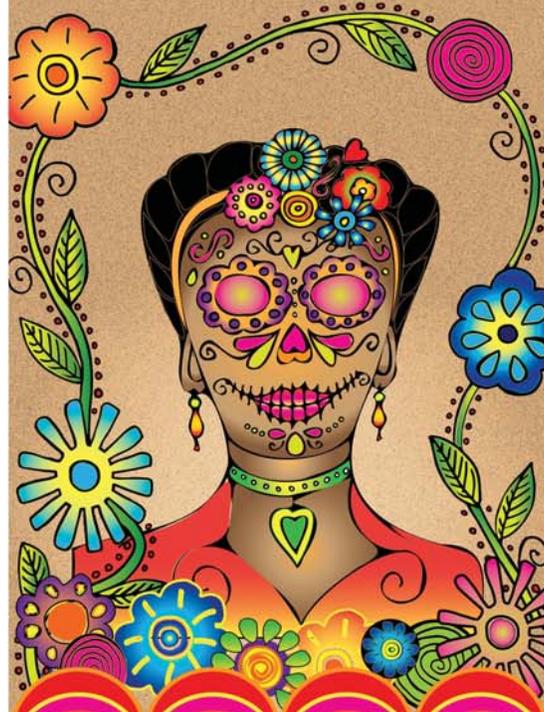


MEXICO

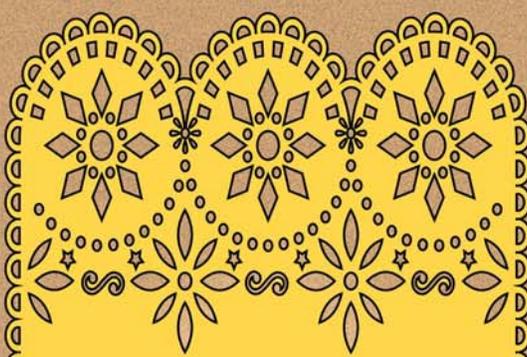


HISPANIC  
HERITAGE  
MONTH

MEXICO



MES DE LA  
HERENCIA  
HISPANA



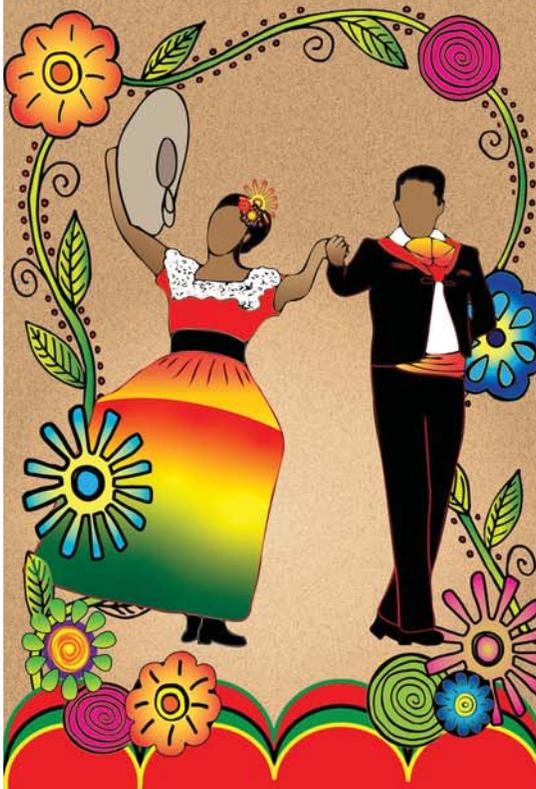
NICARAGUA



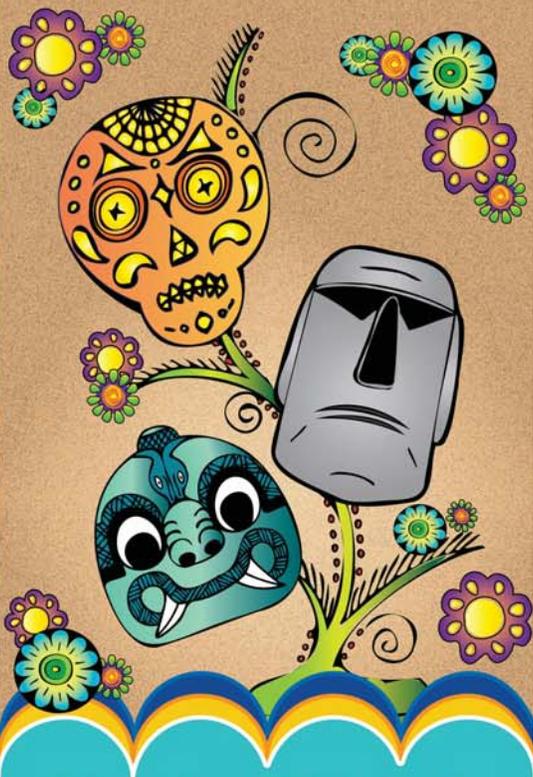
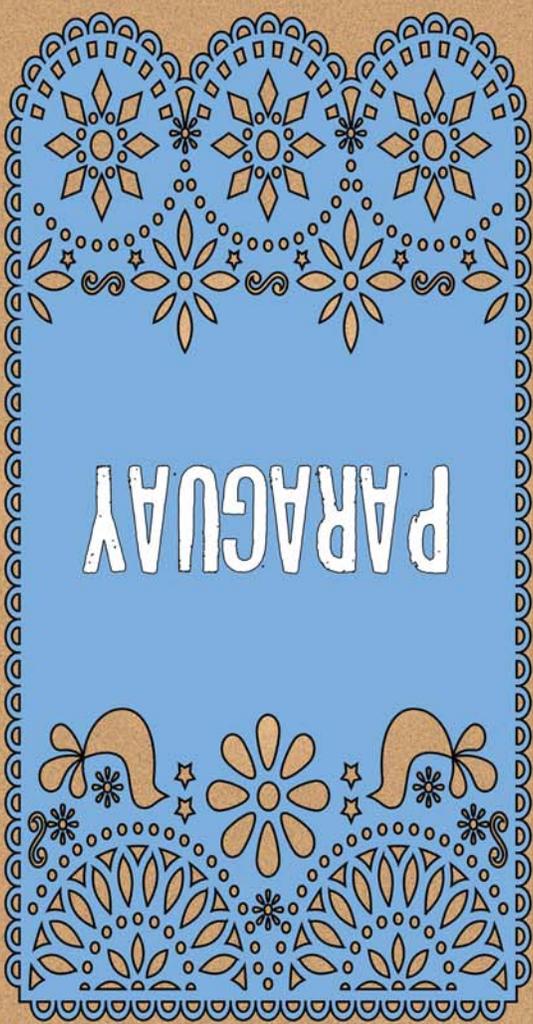
MES DE LA  
HERENCIA  
HISPANA



PANAMA

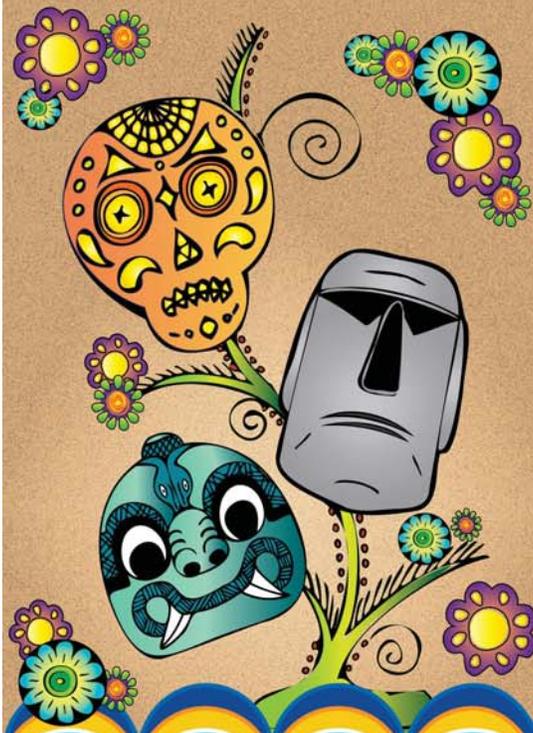


MES DE LA  
HERENCIA  
HISPANA



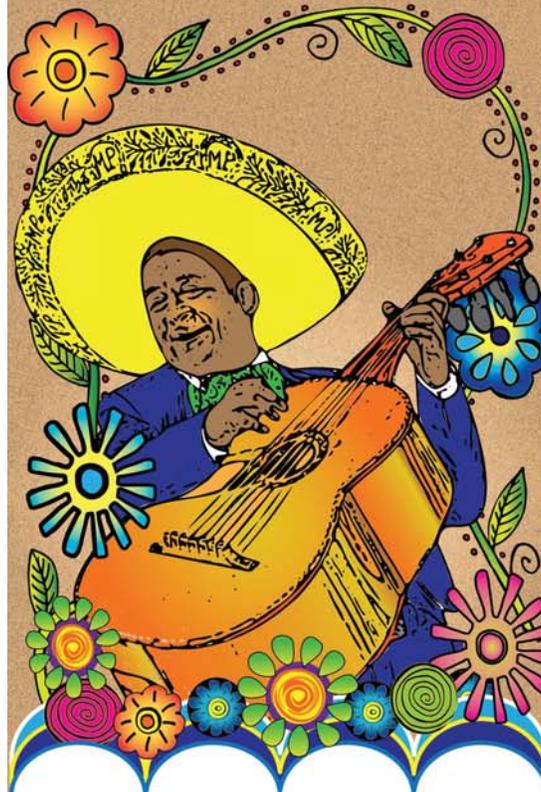
**MES DE LA  
HERENCIA  
HISPANA**

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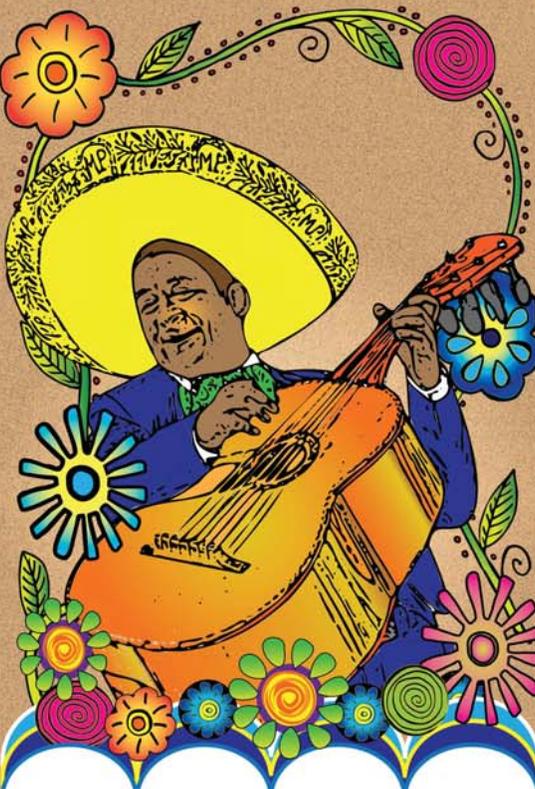
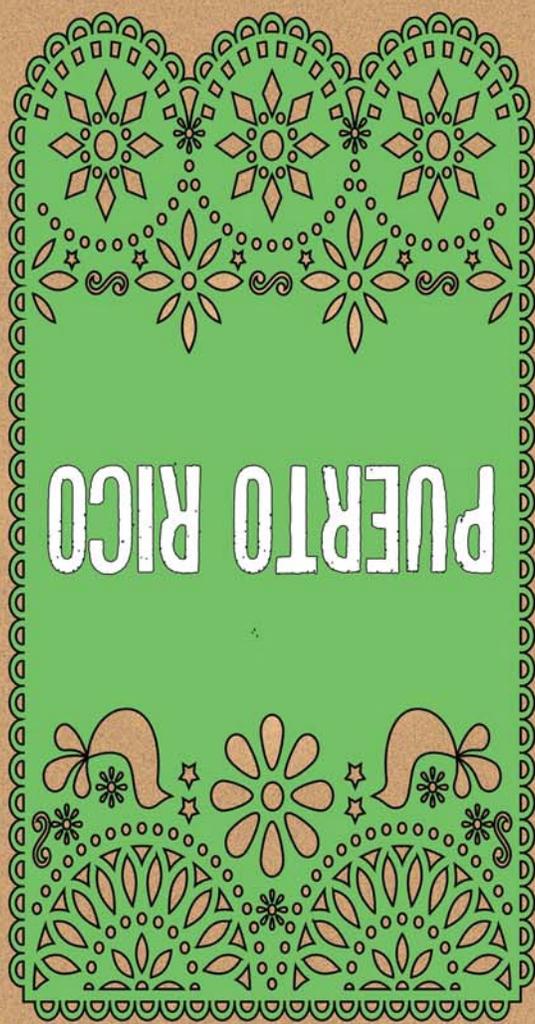


MES DE LA  
HERENCIA  
HISPANA

PORTUGAL



**MES DE LA  
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LATINA**



**MES DE LA  
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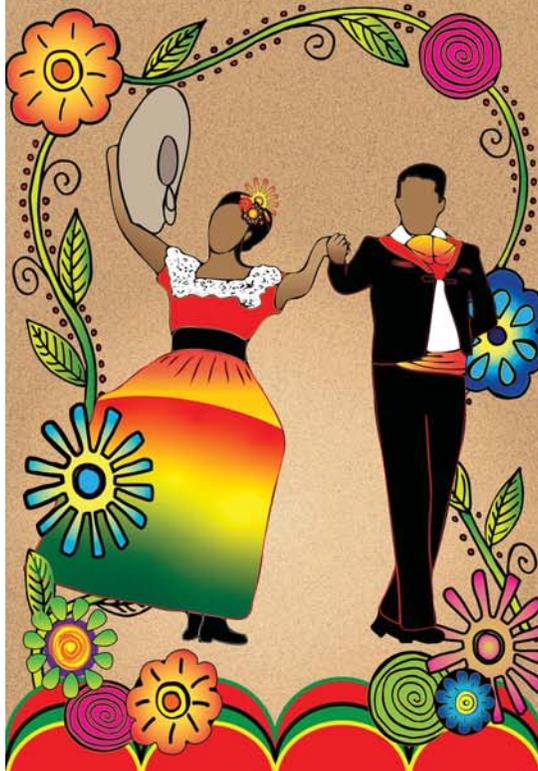
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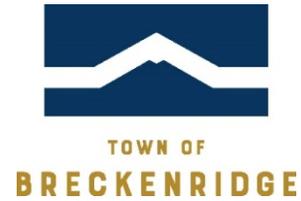
**HISPANIC  
HERITAGE  
MONTH**



VENEZUELA



HISPANIC  
HERITAGE  
MONTH



# Memo

To: Breckenridge Town Council Members  
From: Dana Laverdiere, Director Human Resources  
Date: 8/16/2023  
Subject: Town Manager Recruitment Process

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## **Background**

This memo is to seek approval from the Town Council for the process to fill the impending opening for the Town Manager position, in accordance with the upcoming retirement of incumbent Town Manager, Rick Holman.

## **Request**

Human Resources has provided the attached job description for the position of Town Manager. The job qualifications and requirements will be listed in the job description as well as in the posting language provided. The proposed process for this recruitment and selection is as follows:

- The Town Manager position will be posted internally for three days from Wednesday August 23, 2023, through Friday August 25, 2023, at 11:59 PM.
- The finalist(s) will be posted publicly for 14 days, per the State Statute, from Monday August 28, 2023 through September 11, 2023.
- An executive session will be scheduled at either the first or second meeting in September for the Town Council to interview the finalist(s).
- The final selection will be made by the Town Council with a majority vote at a regular or special meeting.
- Employment Agreement with the Town Manager will need to be approved by Resolution, this should happen in October.
- The individual selected for this position will be sworn in and begin working as the Town Manager on December 18, 2023.

I will be available at the work session for any questions you have.

## **TOWN MANAGER POSTING**

The Town of Breckenridge is a home rule municipality. The town's home rule Charter requires the Town Council to appoint a Town Manager to serve at the direction of Town Council.

The Town Manager is the chief executive officer and administrative officer of the town. The Town Manager performs such duties as the Town Council may prescribe.

This professional position is at a highly responsible executive staff-level within the Town of Breckenridge organization, and the individual in the position provides key leadership, strategic direction, and supervision to staff.

Under the direct supervision of the Town Council, the individual in this position serves as a town management liaison and partner regarding town-wide issues; responsible for the enforcement of the laws and ordinances of the town; oversees town staff efforts and outcomes; manages and oversees complex projects and policy matters; manages town budget and capital improvement budget, conducts research and analysis; and expedites resolution of certain high-profile issues. The TM serves a key role in providing strategic leadership for management, staff, departments, and divisions. The individual provides direction and guidance that enables staff to meet the town's current and future needs through efficiencies, technologies, services, administration, and operations.

The Town Manager engages and supports the public and its elected officials by developing plans and priorities, strategically managing, and achieving outcomes, and leading change. The Town Manager oversees a values-based culture of leadership and teamwork, resulting in motivated and service-oriented teams delivering a high level of public service.

The Town Manager is expected to perform his or her duties in a manner consistent with the Town's Core Values and the Town's Equal Opportunity Employment policy.

## **QUALIFICATIONS**

- Current Town of Breckenridge Deputy Town Manager or equivalent Department Head experience required.
- Master's degree required.
- Certification or designation as a City Manager is preferred/desired.
- A minimum of at least four (4) years of senior-level management experience in the administration or operation of a function within a municipality/city or county local government or equivalent experience is required.
- A minimum of at least four (4) years of staff supervisory experience in a government setting or equivalent experience is required.
- Applicants must possess senior level management work history and experience in local government program areas or equivalent experience. Experience must include project development and administration, process improvement, budget management, and social media or public engagement initiatives.

## **HIRING SALARY RANGE**

Hiring salary is determined by the Employment Agreement.

# TOWN OF BRECKENRIDGE

## POSITION DESCRIPTION

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**Position Title:** Town Manager (TM)

**Department:** Administration

**Division:** Admin

**Position Status:** Full Time Year Round (FTYR), Appointee of Town Council

**Pay Grade:** n/a

**FLSA Status:** Exempt

### JOB SUMMARY

The Town of Breckenridge is a home rule municipality. The town's home rule Charter requires the Town Council to appoint a Town Manager to serve at the direction of Town Council.

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The Town Manager engages and supports the public and its elected officials by developing plans and priorities, strategically managing, and achieving outcomes, and leading change. The Town Manager oversees a values-based culture of leadership and teamwork, resulting in motivated and service-oriented teams delivering a high level of public service.

The Town Manager is expected to perform his or her duties in a manner consistent with the Town's Core Values and the Town's Equal Opportunity Employment policy.

### SUPERVISORY RESPONSIBILITIES

The Town Manager works under the direct, yet often independent and general, supervision of the Town Council. This is an at-will position working under the direction of the Town Council. The Town Council expects to enter into an employment agreement governing the terms of the TM's employment.

The individual will indirectly and directly oversee specific staff, departments and divisions as assigned, and serves with the Deputy Town Manager as a key leader on the town's Senior Leadership Team (SLT). The TM exercises considerable initiative and independent judgment in representing the Town within assigned areas of responsibility and exercises authority over Department Directors, Division Managers, and other town employees.

## **ESSENTIAL JOB FUNCTIONS/DUTIES**

### **Powers and Duties**

The Town Manager shall be responsible to the Council for the proper administration of all affairs of the town placed in his or her charge, and to that end he or she shall have the power and duties and be required to:

- Be responsible for the enforcement of the laws and ordinances of the town.
- Hire, discipline, transfer and remove town employees consistent with their status as at-will employees of the town.
- Make appointments on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform.
- Cause a proposed budget to be prepared annually and submitted to the Council and be responsible for the administration of the budget after its adoption.
- Prepare and submit to the Council as of the end of the fiscal year a complete report on finances and administrative activities of the town for the preceding year and, upon request of the Council, make written or verbal reports at any time concerning the affairs of the town under his or her supervision.
- Keep the Council advised of the financial condition and future needs of the town and make such recommendations to the Council for adoption as he or she may deem necessary or expedient.
- Exercise supervision and control over all executive and administrative departments and recommend to the Council any proposal he or she thinks advisable to establish, consolidate or abolish administrative departments.
- Be responsible for contracting and purchasing, within the limits of the budget, all supplies, materials, equipment, and services required by any department, officer or agency of the town, and in such capacity the Town Manager shall serve as purchasing agent for the town unless another person is designated by Council upon the recommendation of the Town Manager. (Ord. 7, Series 2002; Election 4-2-2002)
- Be responsible for the enforcement of all terms and conditions imposed in favor of the town in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to Council for such action and proceedings as may be necessary to enforce the same.
- Attend Council meetings and participate in discussions with the council in an advisory capacity.
- Establish a system of accounting and auditing for the town which shall reflect, in accordance with generally accepted accounting principles, the financial condition and financial operation of the town.
- Provide for engineering, architectural, maintenance and construction services required by the town.
- Perform other such duties as may be prescribed by this charter or by ordinance or by other applicable law or required of him or her by Council which are not inconsistent with this charter. (Ord. 5, Series 1992; Election 4-7-1992)

### **Leadership and Service**

- Oversee the implementation of initiatives that encourage and support a culture consistent with the Town's Core Values.
- Build engagement and relationships internally and externally; motivate and influence people to facilitate the organization's cause.
- Lead and coach the Senior Leadership Team and others in performance.
- Ensure that staff works as a team to maximize both internal and external customer service and maintains a focus on continuous improvement.
- Establish general performance expectations and objectives for senior leaders and their teams; in conjunction with the Deputy Town Manager, evaluate performance and outcomes; and provide feedback.
- Lead and facilitate the evaluation of town-wide business services, systems, policies, procedures, and programs; seek staff input; develop recommendations for change; build consensus and accountability; implement change; and assess impacts.
- Welcome diverse perspectives, backgrounds and opinions, and treat individuals with respect and dignity.
- Maintain a focus on service, sustainability, professionalism, and transparency in the delivery of town services.
- Seek out and survey service needs; respond timely/effectively; and anticipate the service needs of others.

### **Collaboration and Problem Solving**

- Work in a collaborative manner to foster teamwork while managing and facilitating processes and complex projects requiring coordination with the Town Manager's Office, across departments and the town organization.
- Partner with and lead departments in planning, developing, and implementing the overall vision, mission, programs, processes and projects of the Town and departments.
- Assist in coordinating departments and the town organization toward the achievement of organizational goals and objectives, and the Town Council Strategic Plan.
- Monitor town-wide goals, work plans and work measures and prepare reports for the Town Council.
- Explore options, develop consensus, and implement internal and external policy direction.
- Convene departmental and town-wide teams to address issues related to interdepartmental decision making.
- Anticipate and analyze problems, identify alternative solutions, identify implications of proposed actions.
- Engage in, lead, and expect a high level of critical analysis to address management issues town-wide and within departments.
- Facilitate staff discussions to achieve understanding and consensus for departmental and town-wide initiatives, solutions, and policies.
- Develop project plans and budgets and monitor and evaluate progress; coordinate project activities and tasks, and direct team members.
- Manage consultants and related processes.

### **Public Policy and Planning**

- Attend all Town Council meetings; attend advisory board, commission and community meetings as requested and coordinate analysis, presentations, and follow up as needed for issues raised or requests received.
- Read and comprehend applicable local, State and Federal regulations and apply them as necessary to the policies and regulations adopted by the Town.
- Prepare material for public review, including memoranda and background materials, lead staff in presentations in public meetings. Coordinate the Town's response to issues; and the preparation of assigned staff members regarding major issues and/or presentations.
- Represent the Town Manager's Office and/or town organization on commissions, advisory boards and task forces; at community meetings; hearings; Town Council meetings; and, when working with other governmental agencies.
- Research and respond to requests for information from Town Council, advisory boards, commissions, staff and the public and guide town staff in the process.
- Lead in town-wide projects, programs, operations, and annual town budget as assigned, and facilitate any associated public review process.
- Perform and facilitate strategic planning, policy development and critical thinking and analysis.
- Develop project plans and budgets and monitor and evaluate progress. Coordinate project activities and tasks, and direct team members.
- Oversee expectations and report on outcomes related to Town budgets and resource use and expenditures.
- Manage consultants and related processes.

### **Other Duties**

- Perform related duties as required to meet the needs of the Town.
- Responsible for knowing and complying with Town Code, Town policies and procedures.
- Participate in training and development activities and programs.
- Lead in and encourage a culture of safety and risk management.
- Stay informed of innovations in the field of city management and administration.
- Regular, predictable, and dependable on-site workplace attendance is an essential function of the job.

### **REQUIRED SKILLS / ABILITIES**

- Knowledge of the principles and practices of public administration, including operations analysis and budgeting.
- Broad knowledge of federal, state, and local laws, statutes, ordinances, rules and regulations pertaining to local government operations.

- Broad knowledge of municipal budgetary process and capital improvement budget process.
- Broad knowledge of principles, practices and application of performance measurement and process improvement.
- Requires familiarity with Land Use Code and how to apply it in various situations and stay current on laws and regulations and how they affect land use.
- Advanced knowledge of current social, political, and economic trends and operating challenges of local municipal governments.
- Working knowledge of the principles of project and team management.
- Skill in understanding and being responsive to needs and changes.
- Skill and ability in the use of Windows office software and office equipment, including computers and other tools.
- Advanced skill in research and reporting methods and processes.
- Skill as an organizational leader, positively influencing organizational development and change. Able to anticipate needs for change, implement, and adapt to rapid change; able to implement innovative change in a responsive and responsible manner.
- Excellent public outreach skills: a keen awareness and ability of the need to maintain public engagement through a variety of diverse approaches and tools, including web site content, social media, and other methods.
- Advanced knowledge of the principles of strategic planning, public relations, management theory, public sector budgeting, and records management.
- Able to demonstrate a high level of emotional intelligence and responsible behavior in execution of assignments; and, internally motivated to achieve.
- Able to handle confidential information; exercise considerable initiative and sound judgment; and evaluate complex circumstances.
- Able to formulate, implement, oversee, and evaluate effective plans and procedures, as well as evaluate program effectiveness and efficiency.
- Able to prepare reports, present facts clearly and concisely orally and in writing.
- Able to facilitate change, explain and interpret Town ordinances, resolutions, rules, regulations, and policies.
- Able to plan, organize, coordinate, and evaluate various functions to achieve the Town's mission, goals, and objectives.
- Able to plan, organize, assign, and review work of staff; and able to effectively motivate, and develop and discipline staff.
- Able to properly handle staff matters, major programs and projects having political significance or high sensitivity.
- Able to persuade and facilitate individuals and groups as needed; skill in working with others toward agreement; able to negotiate to find solutions to complex and multi-layered problems and issues.
- Able to listen well, respond with tact, and maintain composure and courtesy when dealing with difficult situations; and apply appropriate public relations skills in various situations and circumstances.
- Able to interpret, understand and comply with complex statutes, ordinances, regulations, standards, and laws.
- Able to employ and enforce safe practices and appropriate risk management approaches.

## **WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS:**

Work is performed in an office setting; where the following may be required or encountered:

Sitting and standing for long periods of time; extensive computer work, including repetitive motions with hands/wrists; lifting or exerting up to 25 pounds to lift, carry, push or pull boxes or objects; bending; kneeling; standing; walking and moving about the office; and, working with office equipment, machinery and systems (printers, computers, software/database applications, security system, telephone, fax, etc.). May need to walk and/or drive Town vehicle to accomplish responsibilities or travel to meetings; limited exposure to weather conditions.

Work requires some mathematical reasoning; memorization; oral comprehension; public speaking; written comprehension; and handling multiple tasks and communications. Work is subject to many interruptions and requires that individuals quickly prioritize job responsibilities and project work in an environment that may involve assisting several people at the same time.

Interpersonal Communications: Contact with the public and employees where explanatory or interpretive information is exchanged, gathered, or presented is a frequent and a daily requirement.

## **EDUCATION & EXPERIENCE**

- Current Town of Breckenridge Deputy Town Manager or equivalent Department Head experience required.
- Master’s degree required.
- A minimum of at least four (4) years of senior-level management experience in the administration or operation of a function within a municipality/city or county local government or equivalent experience is required.
- A minimum of at least four (4) years of staff supervisory experience in a government setting or equivalent experience is required.
- Applicants must possess senior level management work history and experience in local government program areas or equivalent experience. Experience must include project development and administration, process improvement, budget management, and social media or public engagement initiatives.

## **LICENSES OR CERTIFICATES**

- Valid driver’s license.
- Certification or designation as a City Manager is preferred/desired.

## **EFFECTIVE DATE – AUGUST 2023**

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### **Note:**

This position description is not intended to be an exclusive list of all the requirements, duties, tasks, roles or responsibilities associated with the position. Nothing in this position description restricts the Town’s ability to assign, reassign or eliminate duties and responsibilities of this job at any time. The Town is an “at will” employer, and town employees may be separated from Town employment at any time and at the discretion of management.

The Town of Breckenridge is an Equal Employment Opportunity Employer  
The Town does not discriminate against applicants or employees on the basis of age, race, gender, color, religion, national origin, disability, sexual orientation or any other status protected by federal, state or local law.

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### **Receipt Acknowledged:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Memo



To: Town Council  
From: Sarah Crump, AICP, Planner III  
Date: August 16, 2023 (for meeting of August 22, 2023)  
Subject: Work Session: Policy 3R Amendments- Density Calculations for Net Zero Construction

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Staff and the Planning Commission recommend the consideration of policy changes related to density calculations for “net zero” or “zero energy buildings”. Recent new construction projects using net zero construction techniques have raised concerns regarding how density is calculated using the current definition of density. Staff held a work session with the Planning Commission on August 1, 2023, to discuss this matter and the Commission’s recommendations are incorporated below.

Under the current Code, density is calculated by measuring floor area from the outside of the exterior wall. To provide for better insulation, in the construction of net zero energy buildings, projects often use a double wall system which provides a large insulation cavity between two walls to prevent energy from escaping the structure. The extra insulation cavity counts toward density under the current code definition even though it is not livable space. The insulation cavity therefore takes away from the potential floor area of livable space. How density is calculated is especially impactful for workforce housing units which may already have floor area constraints and limitations due to cost and unit count maximization. Using Stables Village, which will be net zero construction as an example, some of the first proposed units would lose between 10 and 20 percent of livable space to the insulative cavity between the two walls without a density calculation exception as the wall system is 21 inches in width.

Staff and the Planning Commission recommend changes to the density calculations for projects that are net zero energy construction. Proposed changes would allow density to be calculated by measuring the floor area from a midpoint between the exterior and interior wall system. This only exempts a portion of the exterior wall from counting as density; however, it prevents the sacrifice of livable square footage in exchange for added insulative and greater energy efficient properties. Staff does not anticipate this calculation change will result in larger projects with noticeably greater massing. Projects would continue to be limited in size by disturbance envelopes or setbacks, height, and overall density constraints.

The proposed amendment below would modify the Development Code, Policy 3 (Absolute) Density/Intensity, 9-1-19-3A Section C. 2., which states, “Square footage shall be calculated by counting the following floor areas against the density calculations.” The amendment would add the following alternative calculation of density for net zero energy buildings:

The computation of density for a building designed to be a net zero energy building, which uses a double exterior wall system, will be based on a fully enclosed space that is measured from the midpoint of the wall system, measuring from the area of the midpoint line between the interior wall and surrounding exterior wall that extends to a roof of a building or portion thereof including dwelling areas of the building, closets, bathrooms, living room, garage space of single-family, duplexes, and townhomes, interior hallways, interior common spaces, commercial storage and basement areas, and all areas of the building that are unfinished but have a floor to ceiling height of 5 feet or greater. Building areas that are not fully enclosed and feature portions of open or mesh wall that exceed 12 inches vertically and are entirely permeable across at least one façade such as trash

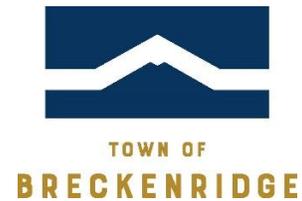
dumpster enclosures, parking garages, porches and similar areas shall not be counted as density. An energy analysis prepared by a registered design professional, using an approved simulation tool, will be required at the time of Development Permit application submittal demonstrating that the proposed design will achieve a net zero energy outcome.

This proposed code amendment would also require a new definition to be added to the Development Code for net zero energy buildings. The proposed definition of net zero energy buildings below was adapted from the National Renewable Energy Laboratory's definition.

Net zero energy building: a building that produces at least as much energy as it consumes on an annual basis.

**Questions for Town Council:**

1. Does the Council approve of the proposed code amendment to allow the density calculations for net zero energy buildings for both residential and commercial buildings to deviate from standard construction density calculations by measuring to the midpoint if utilizing a double wall insulation cavity?
2. Does the Council have any additional comments or concerns related to this issue?



# Memo

**To:** Town Council  
**From:** Planning Staff  
**Date:** August 16, 2023, for the meeting of August 22, 2023  
**Subject:** BGV Peak 8/ Gold Rush Lot Development Update

---

Included in the packet are 1) two conceptual designs for workforce housing and day visitor parking on the North Gondola and North Gold Rush Parking Lots and 2) a roundabout design overlay for the intersection of Ski Hill Road and Park Avenue.

Staff is very supportive of adding workforce housing units to the Town core and finds that either location could be an acceptable development site with the right design. Representatives of BGV will present both concepts at the worksession.

#### North Gondola Lot Concept:

- 141 workforce housing units proposed (Mix of studio and 4-bedroom units)
- 674 day visitor parking spaces (530 spaces currently exist)
- 162 residential parking spaces
- 7.3 acres (Housing and parking is proposed on 4.5 acres of the site)

#### North Gold Rush Concept:

- 119 workforce housing units proposed (Mix of studio and 4-bedroom units)
- 336 day visitor parking spaces (Same as exists for the North and South Gold Rush Lots)
- 143 residential parking spaces
- 5.97 acres (Housing and parking is proposed on approximately half of the site)

Although unit counts are different, both concepts above achieve a similar bedroom count of 267 beds (North Gondola) and 264 beds (North Gold Rush). As a comparison of scale, staff has included data on three recent workforce housing projects.

#### Alta Verde I:

- 80 workforce units (Mix of 1-bedroom - 3-bedroom units)
- 122 residential parking spaces
- 4.9 acres

Justice Center:

- 52 workforce units (Mix of studio - 2-bedroom units)
- 71 residential parking spaces
- 2.0 acres

CMC Housing:

- 72 workforce units proposed (Mix of studio - 2-bedroom units)
- 54 residential parking spaces
- Part of larger 15 acre campus

### **Staff Analysis of the Proposed Concepts**

#### North Gondola Lot Concept

- Places future tenants of workforce housing units in close proximity to the transit center and to downtown, thus minimizing the need to use cars.
- More visible location with parking structure side plainly visible from Park Avenue. However, the workforce housing arguably provides a more attractive face towards Main and French Streets compared to the existing parking lot.
- No development constraints on the site as it is flat and unvegetated.

#### North Gold Rush Lot Concept

- Future tenants of the workforce housing units will need to cross Park Avenue to get to downtown and the transit center.
- Assuming trees along Park Avenue are preserved, this site will be less visually apparent because of the tree screening and the hillside backdrop.
- Will require extensive cut and shoring of the hillside, as the structure will extend approximately 70 feet west of the existing parking lot into the hillside.

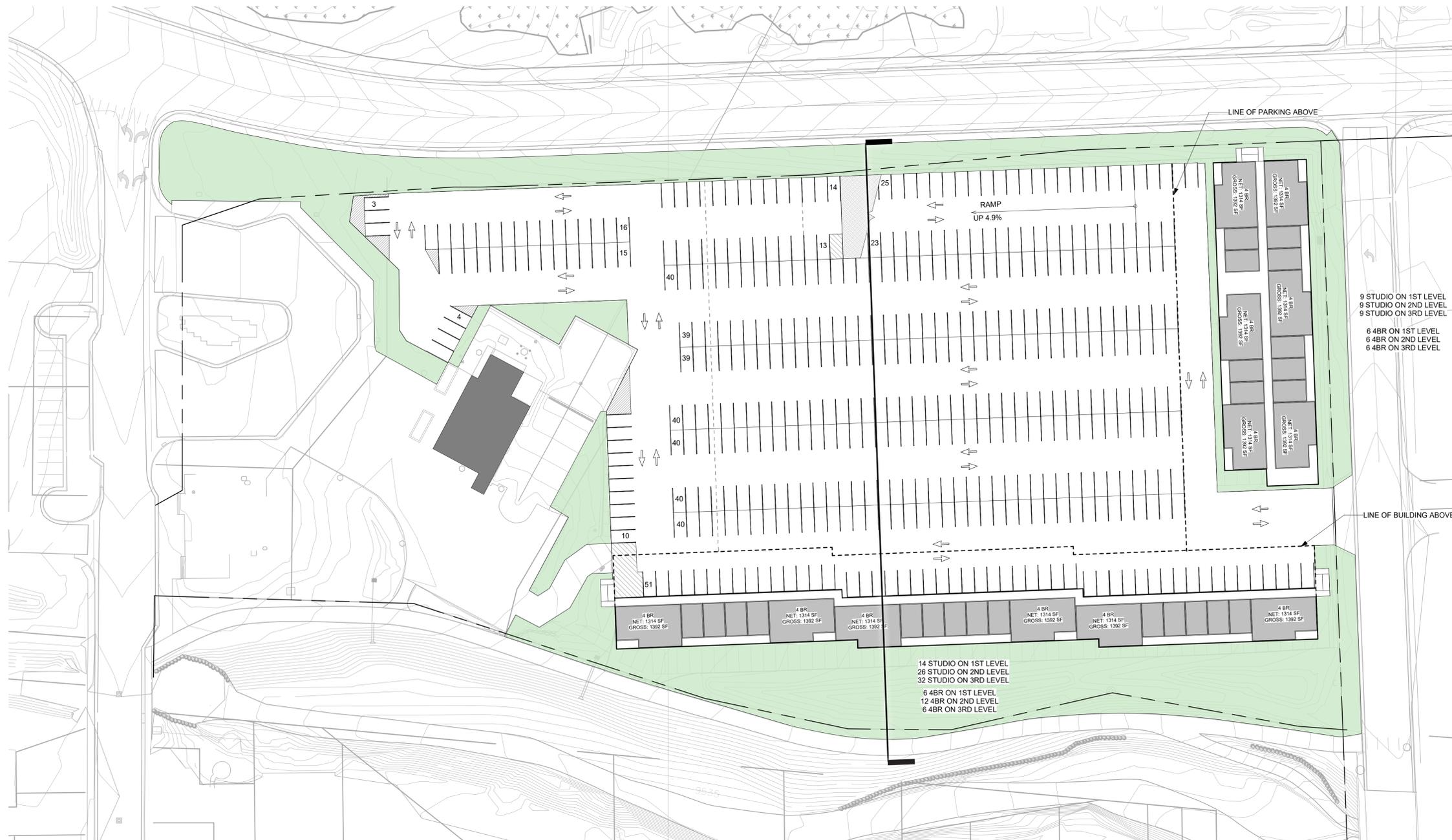
Overall staff generally prefers the North Gondola lot location but as noted believes either location could be a viable development site.

An additional issue that will need to be addressed is parking provided and the 2004 Parking Agreement between the Town and Vail Summit Resorts. The current parking provided on both Gold Rush Lots is deficient compared to the amounts allocated in the Parking Agreement. Staff can provide a more detailed overview at the work session.

### **Roundabout Design**

In addition to the housing and parking concepts, a roundabout design overlay for the intersection of Ski Hill Road and Park Avenue is provided. Staff has reviewed the overlay and agrees with the applicant's assertion that constructing a roundabout at this location is not feasible due to existing building programming and steep grades from west to east.

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



**TOTAL BEDS**  
 99 BEDS WITHIN STUDIO UNITS  
 168 BEDS WITHIN 4BR UNITS  
**TOTAL BEDS = 267**

**TOTAL UNIT COUNT**  
 99 STUDIO UNITS  
 42 4BR UNITS  
**TOTAL UNITS = 141**

**REQUIRED PARKING**  
 PARKING REQUIRED BEFORE HOUSING: 674  
 REQUIRED PARKING FOR HOUSING: 162  
**TOTAL PARKING: 836**

**PROVIDED PARKING**  
 ENTRY LEVEL PARKING: 453  
 LEVEL 02 PARKING: 256  
 LEVEL 03 PARKING: 128  
**TOTAL PROVIDED PARKING: 837**

# LEVEL 01

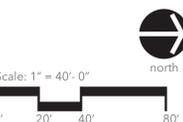
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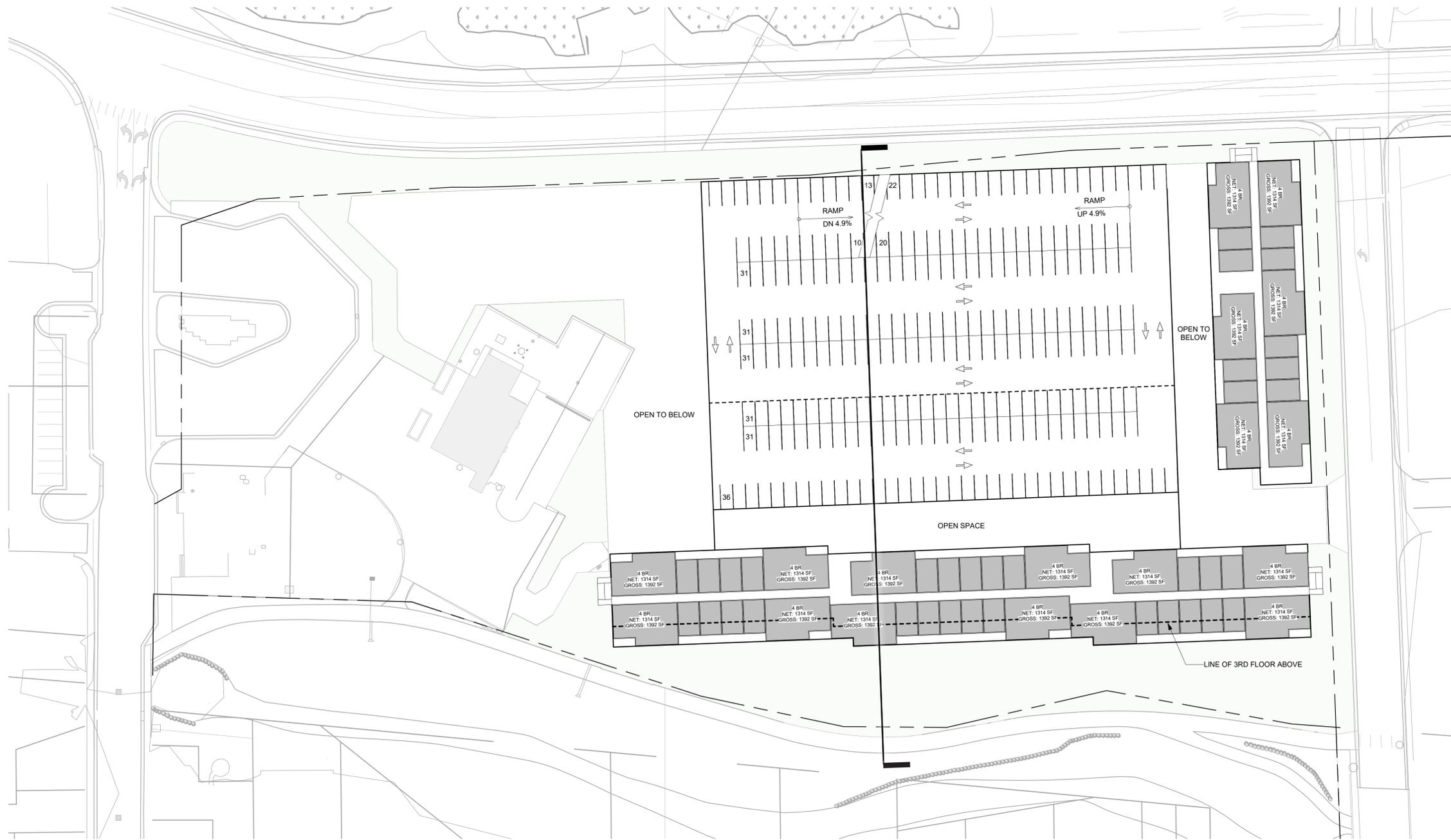


**Gold Rush North and Gondola Lot North Concept**  
 BGV

**Concept**  
**Gondola Lot North Floor Plans**

August 10, 2023



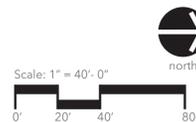


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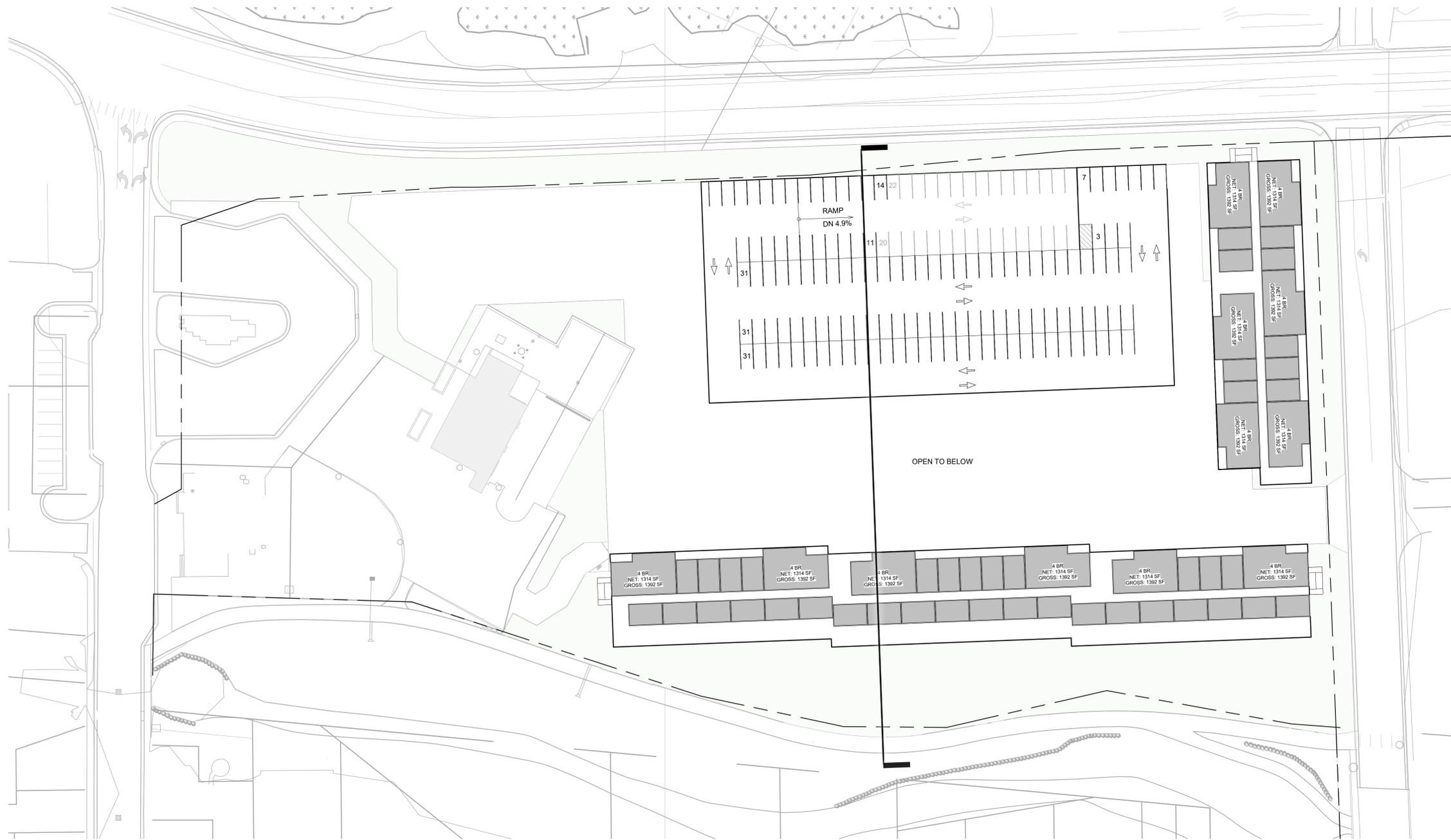
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**Gold Rush North and Gondola Lot North Concept**  
BGV



**Concept**  
**Gondola Lot North Floor Plans**  
August 10, 2023

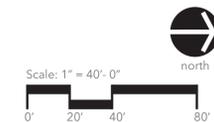


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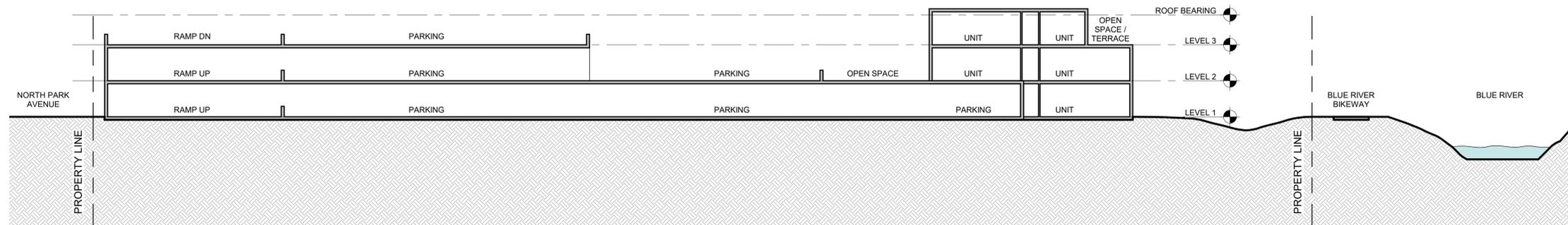
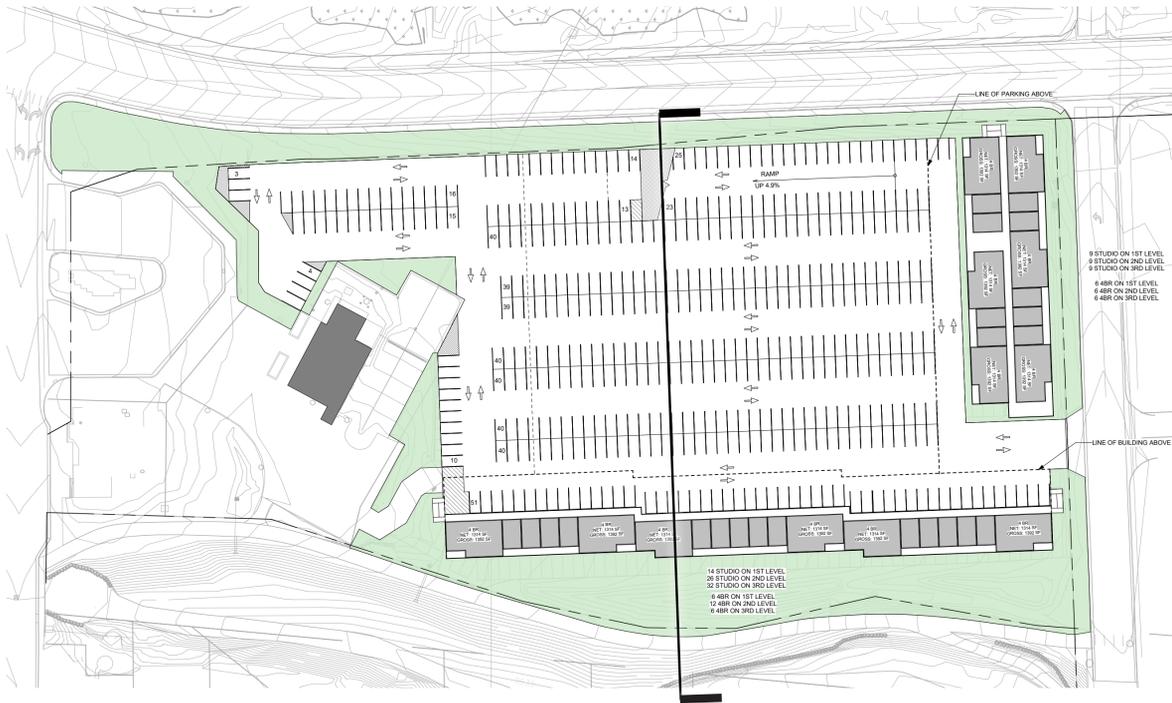


**Gold Rush North and Gondola Lot North Concept**  
BGV



**Concept**  
**Gondola Lot North Floor Plans**

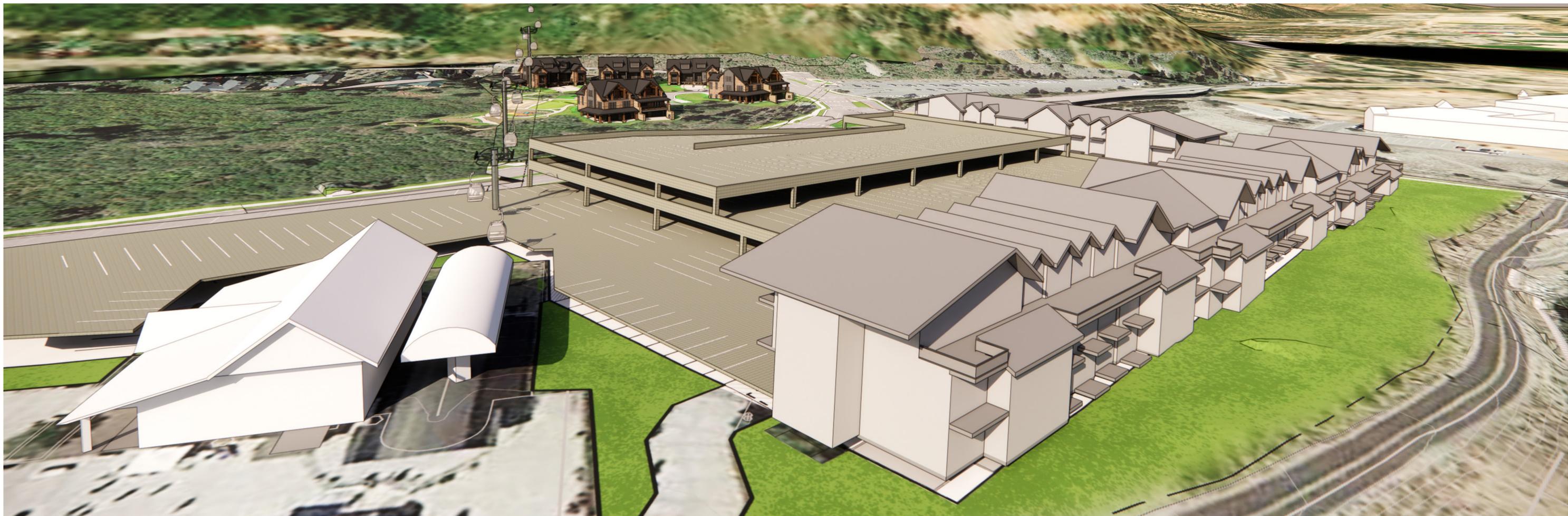
August 10, 2023



# SECTION LOOKING NORTH

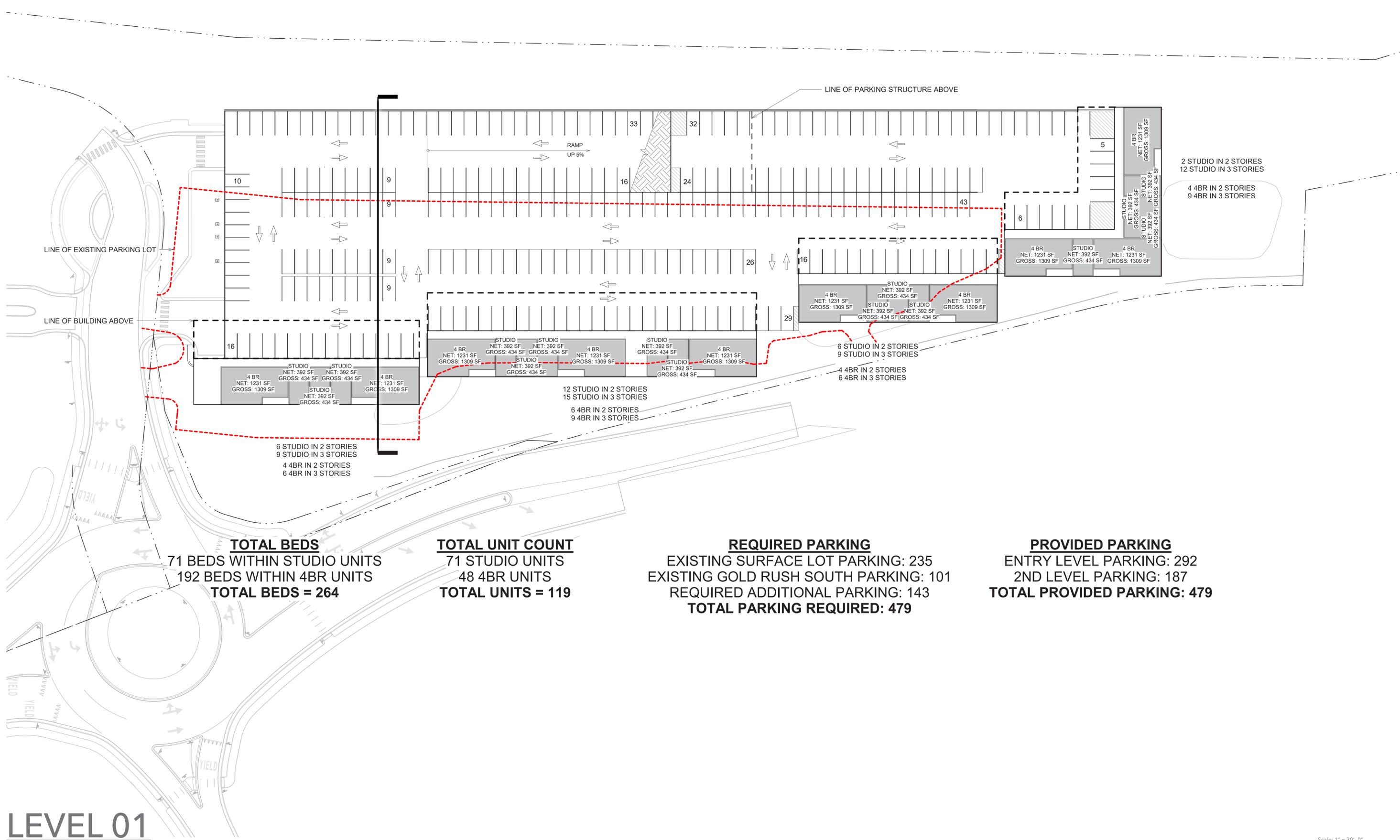
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION





# PERSPECTIVE LOOKING NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



LINE OF EXISTING PARKING LOT

LINE OF BUILDING ABOVE

LINE OF PARKING STRUCTURE ABOVE

RAMP  
UP 5%

**TOTAL BEDS**  
71 BEDS WITHIN STUDIO UNITS  
192 BEDS WITHIN 4BR UNITS  
**TOTAL BEDS = 264**

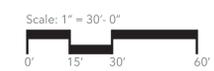
**TOTAL UNIT COUNT**  
71 STUDIO UNITS  
48 4BR UNITS  
**TOTAL UNITS = 119**

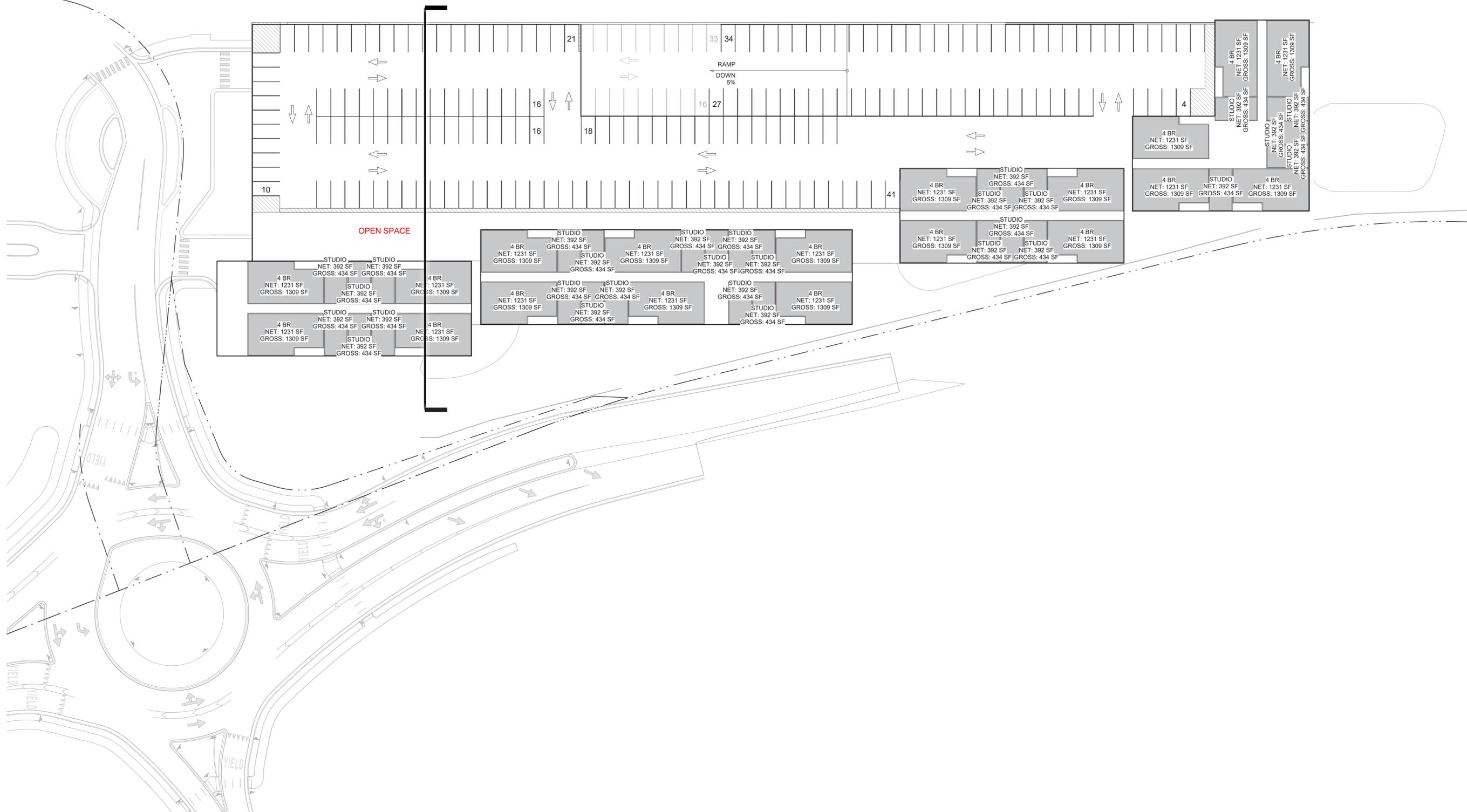
**REQUIRED PARKING**  
EXISTING SURFACE LOT PARKING: 235  
EXISTING GOLD RUSH SOUTH PARKING: 101  
REQUIRED ADDITIONAL PARKING: 143  
**TOTAL PARKING REQUIRED: 479**

**PROVIDED PARKING**  
ENTRY LEVEL PARKING: 292  
2ND LEVEL PARKING: 187  
**TOTAL PROVIDED PARKING: 479**

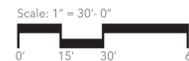
# LEVEL 01

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION





# LEVEL 02 AND 03 PARKING ONLY TO LEVEL 02



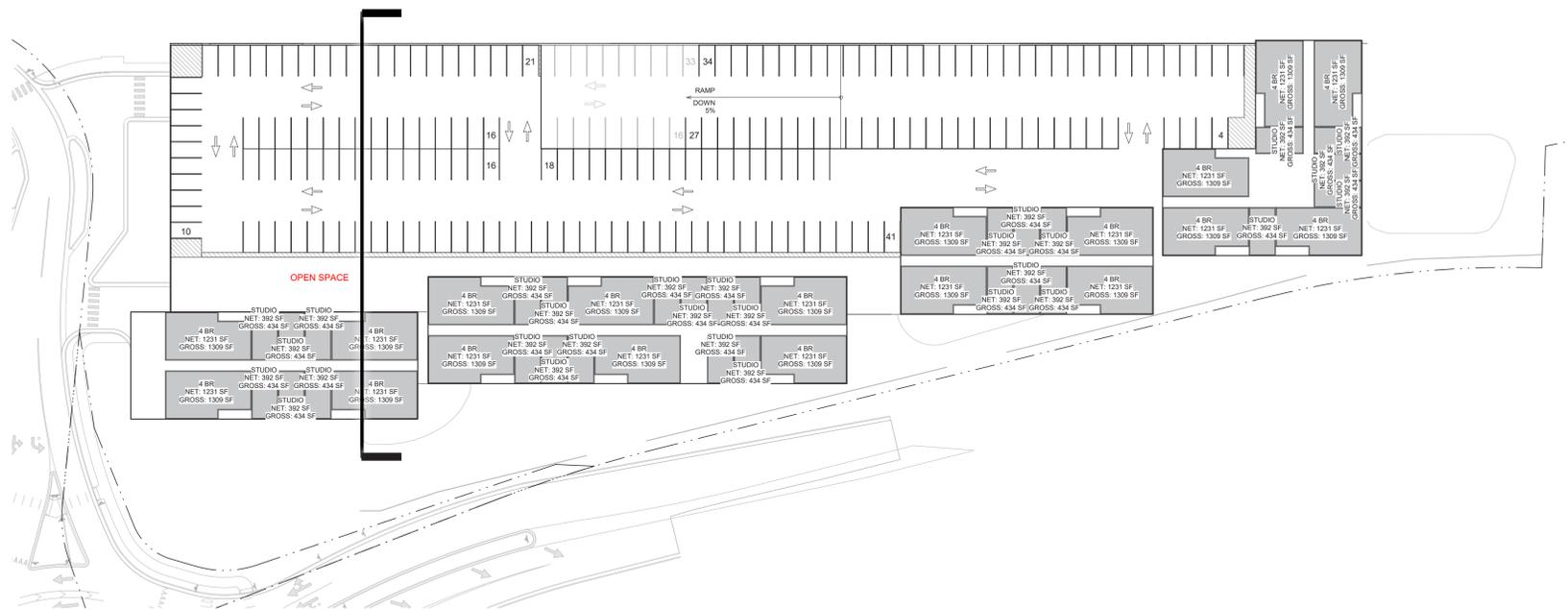
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



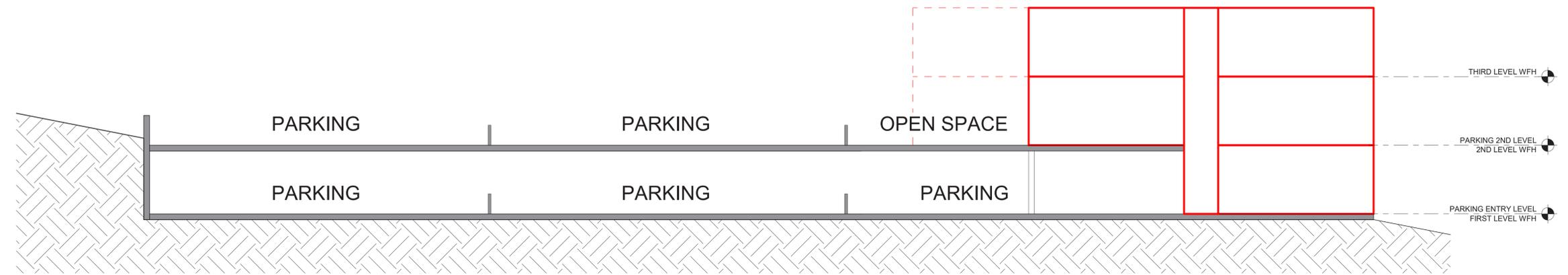
**Gold Rush North and Gondola Lot North Concept**  
BGV

**Concept**  
**Gold Rush North Floor Plans**

August 10, 2023



WFH: 3 STORIES FRONTING NORTH PARK AVENUE  
WITH 2 STORIES TOWARDS PARKING



# SECTION LOOKING NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

