



Town Council Regular Meeting
Tuesday, October 28, 2025, 7:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/89678284254> (Telephone: 1-719-359-4580; Webinar ID: 896 7278 4254). 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.

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I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - OCTOBER 14, 2025

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2025

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2025
 - 1. COUNCIL BILL NO. 18, SERIES 2025 — AN ORDINANCE AMENDING SECTIONS 5-8-5 AND 5-8-12 OF THE BRECKENRIDGE TOWN CODE CONCERNING NOISE
 - 2. COUNCIL BILL NO. 19, SERIES 2025 — AN ORDINANCE APPROVING A LEASE WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR A CABLE AND BROADBAND COMMUNICATIONS SIGNAL PROCESSING AND TRANSMISSION FACILITY
 - 3. COUNCIL BILL NO. 20, SERIES 2025 — AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2026
- B. RESOLUTIONS, SERIES 2025
 - 1. RESOLUTION NO. 12, SERIES 2025 — A RESOLUTION ADOPTING THE 2026 BUDGET AND MAKING APPROPRIATIONS THEREFOR; AND APPROVING THE 2026 CAPITAL IMPROVEMENT PLAN AND PUBLIC HEARING
- C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

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

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR OCTOBER, NOVEMBER AND DECEMBER

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Owens called the meeting of October 14th, 2025, to order at 7:00pm. The following members answered roll call: Steve Gerard, Marika Page, Carol Saade, Jay Beckerman, Dick Carleton, Todd Rankin and Mayor Kelly Owens. Todd Rankin was absent.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – SEPTEMBER 23, 2025

There were no changes or corrections to the meeting minutes of September 23rd, 2025. Mayor Owens declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Town Manager Shannon Haynes stated there is no Breckenridge Tourism Office Update.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Owens opened public comment.

Alexander Horn, an actor with Breckenridge Backstage Theatre, clarified he was not speaking on behalf of the theatre. As part of his master's program in arts administration and leadership, he was required to speak at a public meeting. Horn thanked patrons of the theatre and invited residents to attend theatre performances. In response to Council Member Carleton's question, he shared that he recently played the Monster in *Young Frankenstein*, participated in a workshop for *The Great Divide*, and will appear in the upcoming Halloween show.

Traci Ochoa, a Breckenridge resident, expressed concern that the Breckenridge Police Department lacks community programs or educational initiatives recognizing Domestic Violence Awareness Month. She emphasized that domestic violence is a critical community health and safety issue, shared statistics on its impact, and urged the Police Department to take a proactive approach consistent with community-oriented policing. Ochoa encouraged Town Council to advocate for stronger prevention and outreach efforts beyond social media posts.

Mayor Owens thanked Ochoa for her courage in speaking and stated that as the Police Department transitions leadership, the Town Council will support efforts to take a more proactive approach.

With no additional public comments, Mayor Owens closed public comment.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2025 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 15, SERIES 2025 – AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE BRECKENRIDGE TOWN CODE REGARDING ALCOHOLIC BEVERAGES LICENSING REGULATIONS TO REMOVE REFERENCES TO DRUG STORE LIQOUR LICENSES AND MAKE OTHER MINOR AMENDMENTS

Mayor Owens read the title into the record.

Mae Watson, Town Clerk, introduced a proposed ordinance for second reading that would amend Title 4, Chapter 3 of the Breckenridge Town Code to remove references to Liquor-Licensed Drugstores (LLDS). Watson stated the State of Colorado recently passed a state law which prohibits the issuance of new licenses for Liquor-Licensed Drugstores. Watson noted the Town currently does not license any such establishments, and this update will align Town Code with current state law. Staff recommends Council approve this ordinance on second reading.

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

Council Member Beckerman made a motion to approve COUNCIL BILL NO. 15, SERIES 2025 – AN ORDINANCE AMENDING TITLE 4, CHAPTER 3 OF THE BRECKENRIDGE TOWN CODE REGARDING ALCOHOLIC BEVERAGES LICENSING REGULATIONS TO REMOVE REFERENCES TO DRUG STORE

LIQUOR LICENSES AND MAKE OTHER MINOR AMENDMENTS. Council Member Page seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

- 2) COUNCIL BILL NO. 16, SERIES 2025 – AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING RESTITUTION TO BE AWARDED TO THE VICTIMS OF CRIMES
Mayor Owens read the title into the record.

Town Attorney Keely Ambrose introduced a proposed ordinance for second reading to amend the Town Code that would reduce the time for municipal court-ordered restitution. Ambrose noted this change will align the town code with state law. Ambrose state there were no changes between first and second reading and staff recommend approval on second reading.

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

Council Member Beckerman made a motion to approve COUNCIL BILL NO. 16, SERIES 2025 – AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING RESTITUTION TO BE AWARDED TO THE VICTIMS OF CRIMES. Council Member Page seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

- 3) COUNCIL BILL NO. 17. SERIES 2025 – AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE OF THE BRECKENRIDGE PROFESSIONAL BUILDING
Mayor Owens read the title into the record.

Tracey Lambert, Senior Accountant, introduced a proposed ordinance for second reading to extend the US Bank lease of the Breckenridge Professional Building for three terms of three years.

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

Council Member Beckerman made a motion to approve COUNCIL BILL NO. 17. SERIES 2025 – AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE OF THE BRECKENRIDGE PROFESSIONAL BUILDING. Council Member Page seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

VI) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2025

There were no Council Bills presented for first reading.

- B) RESOLUTIONS, SERIES 2025

There were no Resolutions presented for Council vote.

- C) OTHER

- 1) BRECKENRIDGE SOCIAL EQUITY ADVISORY COMMISSION APPOINTMENTS

Helen Cospolich, Director of Municipal Services and Engagement, stated the Breckenridge Social Equity Advisory Commission had two vacancies. Cospolich noted a small subcommittee conducted interviews after an extensive advertising and application process. Cospolich stated the subcommittee and the Social Equity Advisory Commission recommend Town Council appoint June Walters and Carlos Lopez to these positions.

Council Member Saade added there were several passionate community members who applied, and it was a difficult decision. The subcommittee was impressed with Walters and Carlos responses and willingness to volunteer their time to the committee.

Council Member Saade moved Town Council affirm the recommendation made by the Breckenridge Social Equity Advisory Commission and appoint Carlos Lopez and June Walters as members of the Commission for a duration of three years beginning in October 2025. Council Member Carleton seconded the motion.

The motion passed 6-0. Council Member Rankin was absent.

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

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

VIII) REPORT OF TOWN MANAGER AND STAFF

Town Manager Shannon Haynes noted that she and Scott will be out of the office Wednesday through Monday, during which Assistant Town Manager Julia Puester will serve as Acting Town Manager.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

A) CAST/MMC

Mayor Owens reported on last week's CAST meeting, highlighting the importance of signing up for county SC alerts and clarifying who has authority to declare a state of emergency or issue evacuation orders. The meeting also included presentations on grant funding for geothermal networks and the use of AI for enforcement tools. Council Member Beckerman raised concerns about limited cell coverage affecting 911 calls and inquired about potential solutions.

Town Manager Haynes noted there was a lot of discussion about the impacts of the new noise ordinance requirements as a result of the Salida Supreme Court Case.

Town Manager Haynes stated that MMC discussed the Nicotine Fund and emergency rental assistance program, and is exploring potential funding sources to continue supporting the program. Haynes noted there was also discussion about the regional transit authority and the decision was made not to move forward with it at this time.

B) BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION

Council Member Beckerman stated there is a meeting on Monday.

C) BRECKENRIDGE TOURISM OFFICE

Council Member Carleton reported that the recent meeting covered financials and an Oktoberfest recap. Council Member Carleton noted the event was highly successful, with beer sales comparable to Denver's Oktoberfest, which runs two weekends. Plans are underway for a new live-fire cooking event, modeled after Aspen's successful version, to be held the last week of June. Council Member Carleton stated additional focus will be placed on winter programming. Council Member Carleton noted Oktoberfest collected 1,000 lbs. of food for FIRC, and requests were made to include more non-alcoholic beverage options. The upcoming ice sculpture event will feature new teams and no timed entry this year.

D) BRECKENRIDGE HISTORY

Council Member Rankin stated the budget was approved and there were no additional updates.

E) BRECKENRIDGE CREATIVE ARTS

Council Member Gerard reported that the board met on October 2. The budget was submitted and approved, and they are awaiting the results of the master planning process. Council Member Gerard noted taking over Pride was seen as a logical fit for BCA. BCA will present its quarterly report at the October 28 meeting.

F) SOCIAL EQUITY ADVISORY COMMISSION

Council Member Saade stated there is a meeting tomorrow.

G) ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

Council Member Beckerman stated the Request for Proposals went through the steering committee and will be brought to Council in the next couple of weeks.

X) OTHER MATTERS

Council Member Carleton wanted to recognize Shamus O'Toole and honor one of the community's iconic members who recently passed away.

Council Member Gerard noted he and Council Member Page attended a School District meeting on a master planning process prioritizing projects focusing on facilities. He explained the school district is working toward a ballot initiative next year for a bond issue. The next meeting is scheduled for November 12th.

Mayor Owens stated she has been contacted by several local non-profits expressing concerns about Strong Futures sunseting in 2028. She noted there is strong interest in ensuring it remains in place and is approved by voters. Mayor Owens suggested sharing success stories in the years leading up to the ballot initiative, ideally starting in 2026, to help build support. She mentioned that one way the Town of Breckenridge could help is by identifying and recording these success stories.

Council Member Page noted the Events Committee Meeting will be November 4th.

XI) SCHEDULED MEETINGS

SCHEDULED MEETINGS FOR OCTOBER, NOVEMBER, DECEMBER

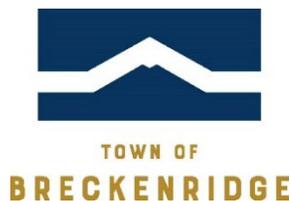
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:15 pm. Submitted by Mae Watson, Town Clerk.

ATTEST:

Mae Watson, Town Clerk

Kelly Owens, Mayor



Memo

To: Town Council
From: Keely Ambrose, Town Attorney
Date: 10/21/2025 (for 10/28/2025)
Subject: Noise Ordinance Amendment (First Reading)

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

Staff requests that Town Council review, approve on first reading, and set for a public hearing an amendment to the Town's noise ordinance.

Background

There have been two changes to state law necessitating amendment of the noise ordinance. One was a legislative change that altered the times and maximum decibel levels applicable to all jurisdictions across the state. The other change was a recent Colorado Supreme Court decision that interpreted a section of state statute to narrow the universe of applicants that can receive a variance to exceed the maximum decibel levels for a special event or series of events. The court's decision limited the group of applicants to whom the town can grant a variance to government and non-profit entities, or lessees, licensees, or permittees of government or non-profit entities who are using land owned or controlled by a government or non-profit entity.

The Town has not issued many variances under the Code in recent years and almost all of those have been issued to applicants who would meet the newly clarified criteria.

Public outreach/engagement

None; the amendment is driven by the changes in state law regarding noise regulations.

Financial Implications

None.

Equity Lens

This will impact some members of the general public who will no longer be able to seek a variance to the Town's noise regulations, as the Town can only issue such variances to the aforementioned categories of applicants.

Staff Recommendation

Staff recommends that Town Council approve the proposed amendment to the noise ordinance on first reading and schedule it for a public hearing and second reading.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

COUNCIL BILL NO. 18

Series 2025

**AN ORDINANCE AMENDING SECTIONS 5-8-5 AND 5-8-12 OF THE
BRECKENRIDGE TOWN CODE CONCERNING NOISE**

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

Section 1. Section 5-8-5 of the Breckenridge Town Code is hereby amended by deleting the language stricken and adding the language underlined to read as follows:

5-8-5: MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY:

It shall be unlawful for any person to operate or permit to be operated any noise source which creates a sound which exceeds the limits set forth below. The sound shall be measured in accordance with the requirements of section 5-8-4 of this chapter. When a noise source can be identified and its noise measured in more than one of the town noise zones, the limits of the most restrictive town noise zone shall apply at the boundaries between the different town noise zones.

MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY

| Town Noise Zone | 7:01 <u>7:01</u> A.M. To Next 10:59 <u>7:00</u> P.M. | 11 <u>7:00</u> P.M. To Next 7:00 <u>7:00</u> A.M. |
|------------------------|--|---|
| | (In Decibels) | (In Decibels) |
| Commercial noise zone | 70-60 | 65 <u>55</u> |
| Residential noise zone | 55 | 50 |

Section 2. Section 5-8-12(A) of the Breckenridge Town Code is hereby amended by deleting the language stricken and adding the language underlined to read as follows:

5-8-12: PERMIT TO EXCEED LIMITS; APPEAL:

A. ~~Any person~~ Government entities, non-profit organizations, and lessees, licensees or permittees of property owned or controlled by government entities or non-profit organizations desiring to obtain a permit to exceed the noise levels designated in this chapter may make an application to the town manager. The town manager shall have the authority to grant a permit to exceed the maximum permissible noise levels

1 designated in this chapter in accordance with the provisions of this section. In
2 determining whether to grant a permit under this section, the town manager shall give
3 consideration to: 1) the time of day that the noise is proposed to be created, 2) the
4 duration of the proposed noise, 3) the loudness of the proposed noise relative to the
5 required limits, 4) whether the proposed noise is temporary or continuous in nature,
6 5) the extensiveness of the proposed noise, and 6) the technical and economic
7 feasibility of bringing such proposed noise source into conformance with the
8 provisions of this chapter. The town manager may prescribe any reasonable
9 conditions or requirements on the permit which the town manager deems necessary to
10 minimize the adverse effects upon the community or the surrounding neighborhood,
11 including but limited to, specific decibel limitations, limitations on time(s) and
12 location of the noise source, and equipment limitations or requirements. Any permit
13 granted by the town manager under this section shall be effective only for the location
14 and times designated within the permit, and shall be further subject to such conditions
15 as may be set forth in such permit. There shall be no charge for an application
16 submitted to the town manager under this section.
17

18 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
19 various secondary codes adopted by reference therein, shall continue in full force and effect.
20

21 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
22 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
23 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
24 thereof.
25

26 Section 5. This ordinance shall be published and become effective as provided by Section
27 5.9 of the Breckenridge Town Charter.
28

29 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
30 PUBLISHED IN FULL this 28th day of October, 2025. A Public Hearing shall be held at the
31 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
32 _____, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
33 Town.
34

35 TOWN OF BRECKENRIDGE, a Colorado
36 municipal corporation
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40 By: _____
41 Kelly Owens, Mayor
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1 ATTEST:

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6 _____
Mae Watson

7 Town Clerk

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11 APPROVED:

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15 _____
Town Attorney

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Memo

To: Town Council
From: Chris Luberto – Director of Information Technology
Date: 10/21/2025 (for 10/28/2025)
Subject: Comcast Head End Facility Lease (First Reading)

Town Council Goals (Check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> More Boots & Bikes, Less Cars | <input type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

Town Council is requested to review and approve a 10-year lease renewal with Comcast Cable Communications Management. Comcast currently leases an approximately 872 square foot structure located at 524 Wellington Road from the Town of Breckenridge. The site houses Comcast’s head end facility, which serves as the primary cable and internet signal distribution hub for the Breckenridge area.

Background

The original lease between the Town and Comcast was executed on May 12, 2015, and has now reached the end of its 10-year term. There was a delay in the renewal because the lease renewal was dependent on the renewal of the Comcast Franchise Agreement that was approved by Council on second reading on July 8, 2025. The new head end facility lease establishes a new 10-year term beginning August 1, 2025, and ending July 31, 2035, with updated rent and administrative provisions. The renewed lease maintains the same site footprint and operational purpose, ensuring uninterrupted broadband and cable service to the community.

Public outreach/engagement

There was no public outreach besides the standard Town Council two-hearing approval process. This renewal extends an existing and long-standing lease.

Financial Implications

Under the original 2015 lease, Comcast paid a monthly rent of \$2,500, with annual adjustments of 3%. The 2025 rent per the original lease was \$3,359. The new lease establishes a base monthly rent of \$5,700 beginning August 1, 2025, with annual 5% increases each year through July 31, 2035. This escalation clause represents a significant and appropriate market adjustment to reflect current commercial lease rates for utility and telecommunications infrastructure. The lease ensures continued, stable revenue to the Town over the next decade while supporting Comcast’s critical broadband operations. There is no impact on the current fiscal year budget, and future rent escalations will contribute positively to the Town’s property management revenue projections.

Equity Lens

Comcast’s continued partnership with the Town supports digital equity and community connectivity, ensuring residents, schools, and businesses maintain access to essential broadband and television services. Comcast also continues its Internet Essentials and Affordable Connectivity Programs, which align with Town goals around inclusion and equitable access to technology.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Staff Recommendation

Staff recommends approval of the new Comcast Cable Communications Lease Agreement for the continued operation of the head end facility. This renewal secures reliable broadband infrastructure for the Town while maintaining consistent lease revenue and compliance with current policy standards.

COUNCIL BILL NO. 19

Series 2025

AN ORDINANCE APPROVING A LEASE WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR A CABLE AND BROADBAND COMMUNICATIONS SIGNAL PROCESSING AND TRANSMISSION FACILITY

WHEREAS, the Town owns a parcel of real property located in Breckenridge, Colorado, known as the Stillson Patch Placer (“Property”); and

WHEREAS, the Town has previously leased a portion of the Property (“Leased Premises”) to Comcast Cable Communications Management, LLC (“Comcast”) for use as a cable and broadband communications signal processing and transmission facility (“Permitted Uses”); and

WHEREAS, the Town and Comcast desire to enter into a new ten (10) year lease of the Leased Premises for the Permitted Uses; and

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town real property longer than one year must be approved and authorized by ordinance.

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

Section 1. Town Council hereby approves the lease between the Town of Breckenridge and Comcast, a copy of which is attached hereto as **Exhibit A**.

Section 2. 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 28th day of October 2025. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 11th day of November, 2025, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Kelly Owens, Mayor

ATTEST:

Mae Watson, Town Clerk

APPROVED:

Town Attorney

LEASE

THIS LEASE (“Lease”) is made and entered into this ____ day of _____, 2025, between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Landlord”) and COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company (“Tenant”).

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

A parcel of land located in a portion of the Blue River Placer M.S. 816, Section 31, Township 6 South, Range 77 West of the 6th Principal Meridian, Summit County, Colorado and being more particularly described as follows:

Commencing at Corner 12 of the Blue River Placer as shown on the Annexation Plat of a portion of the Blue River Placer M.S. 816, Reception No. 221385, a ½ inch rebar with a plastic cap stamped PLS 9939, thence N 75° 25'02" W along the line between said Corner 12 and the Southeast Corner of said Annexation Plat a distance of 207.97 feet to a ½ inch rebar with a broken cap stamped PLS 9939, thence N 18°47'59" W a distance of 346.99 feet to the point of beginning of this description.

Thence N 58°55'26" W a distance of 26.50 feet to a point; Thence N 31°04'34" E a distance of 34.50 feet to a point; Thence S 58°55'26" E a distance of 26.50 feet to a point; Thence S 31°04'34" W a distance of 34.50 feet to the point of beginning.

Containing 0.02 acres, more or less

(the “Leased Premises”, which are depicted on the attached Exhibit “A”, which is incorporated herein by reference)

upon the following terms and conditions:

1. Term.

A. The initial term of this Lease (the “Initial Term”) shall be for ten (10) years and shall commence as of 12:01 A.M., local time, on August 1, 2025 (the “Commencement Date”).

B. Should Tenant remain in possession of the Leased Premises with the consent of Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30) days’ written notice served by either Landlord or Tenant on the other party.

2. Rent. The monthly rent to be paid by the Tenant for this Lease during the first year of the term shall be Five Thousand Seven Hundred Dollars (\$5,700.00) payable without demand on the first day of each month. The monthly rent shall be increased to reflect the annual

1 cost-of-living adjustment as provided in Paragraph 3. A late charge of five percent (5%) shall be
 2 paid on any installment of rent not received by Landlord within five (5) days of the due date. If
 3 this Lease commences on any date other than the first day of a month, the rent for the first and last
 4 months shall be prorated. The rental for the first month of the term shall be paid within ten (10)
 5 business days after the mutual execution and delivery of this Lease.

6 3. Annual Rent Adjustment. On each anniversary date of the Commencement Date of
 7 this Lease during the Initial Term, commencing with the first anniversary date in 2026, the monthly
 8 rent for the Leased Premises shall be increased by an amount equal to five percent (5%) of the
 9 monthly rent paid in the immediately preceding year.

| Term | Monthly | Annual |
|----------------------|------------|--------------|
| 8/1/2025 – 7/31/2026 | \$5,700.00 | \$68,400.00 |
| 8/1/2026 – 7/31/2027 | \$5,985.00 | \$71,820.00 |
| 8/1/2027 – 7/31/2028 | \$6,284.25 | \$75,411.00 |
| 8/1/2028 – 7/31/2029 | \$6,598.46 | \$79,181.55 |
| 8/1/2029 – 7/31/2030 | \$6,928.39 | \$83,140.63 |
| 8/1/2030 – 7/31/2031 | \$7,274.80 | \$87,297.66 |
| 8/1/2031 – 7/31/2032 | \$7,638.55 | \$91,662.54 |
| 8/1/2032 – 7/31/2033 | \$8,020.47 | \$96,245.67 |
| 8/1/2033 – 7/31/2034 | \$8,421.50 | \$101,057.95 |
| 8/1/2034 – 7/31/2035 | \$8,842.57 | \$106,110.85 |

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12 4. Use of Leased Premises. The Leased Premises may be used by the Tenant only to
 13 provide a location for constructing, maintaining, and operating a cable and broadband
 14 communications signal processing and transmission facility together with uses incidental thereto,
 15 in accordance with applicable laws. No other use of the Leased Premises shall be made by Tenant
 16 without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and
 17 absolute discretion. Tenant shall comply with all the reasonable rules and regulations which the
 18 Landlord may make for the protection of the Leased Premises (provided that in the event of any
 19 conflict or inconsistency between such rules and regulations and this Lease, the terms of this Lease
 20 shall govern) and with all the laws, ordinances, regulations, rules, and orders of appropriate
 21 governmental authorities either now in force or hereafter enacted pertaining to police, fire,
 22 sanitation, occupancy, and preservation of the Leased Premises during the term of this Lease.
 23 Tenant shall not, during the term hereof, maintain, commit, or permit the maintenance or
 24 commission of any hazard or nuisance on the Premises.

25 5. Inspection of Leased Premises. Tenant acknowledges that it is aware of the
 26 geological and topographical condition of the Leased Premises based upon its occupancy and use
 27 of the Leased Premises pursuant to a prior lease. Tenant accepts the Leased Premises in “AS IS”
 28 condition without recourse to Landlord for any dangerous conditions, known or unknown.

29 6. Right to Enter. Tenant shall permit Landlord, its agents, employees and contractors,
 30 to have access to and to enter the Leased Premises at all reasonable and necessary times to inspect

HEAD END FACILITY LEASE

1 the Leased Premises for any purpose connected with the repair, improvement, care and
2 management of the Leased Premises, or for any other purpose reasonably connected with
3 Landlord's interest in the Leased Premises, and to perform any such work or other act found
4 necessary on such inspection; provided that such inspection shall not unreasonably interfere with
5 Tenant's use of the Leased Premise and Landlord shall indemnify and hold Tenant harmless from
6 any damage or personal injury resulting from Landlord's inspection of the Leased Premise.

7 7. Surrender of Leased Premises; Removal of Tenant's Property. At the end of the
8 term of this Lease (whether by the natural expiration of the term of this Lease or the earlier
9 termination of this Lease as herein provided) Tenant shall surrender the Leased Premises to the
10 Landlord in as good a condition as existed at the time of the commencement of this Lease, normal
11 wear and tear excepted. At the end of the term of this Lease Tenant shall remove its property from
12 the Leased Premises. Any property of Tenant's not removed from the Leased Premises by Tenant
13 at the expiration of this Lease shall be considered abandoned and Landlord shall have the right
14 (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the
15 expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of
16 such sale, if any.

17 8. Parking. Use of any parking area provided by the Landlord for the Leased Premises
18 shall be governed by such rules and regulations as may be made from time to time by Landlord.
19 The use of any such parking area by Tenant shall be at Tenant's risk and with the understanding
20 and agreement that Landlord shall not be liable for personal injury therein or loss of or damage to
21 property thereon. No overnight parking of Tenant's vehicles shall be permitted.

22 9. Alterations and Improvements. Tenant shall make no structural alterations to the
23 Leased Premises or construct any building or make other exterior or structural improvements to
24 the Leased Premises without the prior written consent of Landlord, which consent shall not be
25 unreasonably withheld, conditioned, or delayed. Tenant may make non-structural alterations or
26 improvements to the Leased Premises without the Landlord's consent. Landlord hereby approves
27 all alterations and improvements constructed on the Leased Premises by Tenant or Tenant's
28 predecessors prior to the Commencement Date. All alterations, changes and improvements built,
29 constructed or placed on the Leased Premises by Tenant, with the exception of fixtures removable
30 without damage to the Leased Premises, and Tenant's moveable personal property shall, unless
31 otherwise provided by written agreement between Landlord and Tenant, become the property of
32 the Landlord and remain on the Leased Premises at the expiration or sooner termination of this
33 Lease.

34 10. Maintenance and Snow Plowing. During the term of this Lease, Tenant, at Tenant's
35 sole expense, shall keep the Leased Premises in a neat and clean condition and provide all required
36 maintenance, snow plowing and snow removal necessary to allow the Leased Premises to be used
37 by Tenant for the uses described in Paragraph 7.

38 11. Utilities. Tenant shall initiate, contract for, and pay the cost of obtaining, in its sole
39 name, all utility services required by Tenant on the Leased Premises, and Tenant shall pay all
40 charges for such services as they become due. Without limiting the generality of the foregoing,
41 Tenant shall continue to have a separate electric meter installed and maintained at the Leased
42 Premises.

HEAD END FACILITY LEASE

1 12. Trash Removal. Tenant shall pay the cost of any trash removal required in
2 connection with its use of the Leased Premises.

3 13. Hazardous Materials. Tenant shall not store or permit the storage on the Leased
4 Premises of any type of hazardous or similar material which is regulated by federal, state or local
5 regulation, except strictly in accordance with all applicable laws and regulations.

6 14. Damage to Premises. If the Leased Premises should be damaged, regardless of
7 cause, to the extent that Tenant cannot operate, Tenant shall have the right to either rebuild or
8 repair the Leased Premises at its cost and continue this Lease or terminate this Lease by giving
9 Landlord written notice.

10 15. Insurance.

11 A. Tenant shall procure and maintain general liability insurance with
12 minimum combined single limits of not less than One Million One Hundred and Ninety Five
13 Thousand Dollars (\$1,195,000) or an amount equal to the statutory damages cap under the
14 Colorado Governmental Immunity Act, as amended from time to time by the Colorado
15 Secretary of State. Such coverage shall be procured and maintained with insurers reasonably
16 acceptable to the Landlord and rated A - VII by AM Best. Such coverage shall be continuously
17 maintained to cover all liability, claims, demands, and other obligations assumed by Tenant
18 pursuant to this Lease. In the case of any claims-made policy, the necessary retroactive
19 damages and extended reporting periods shall be procured to maintain such continuous
20 coverages.

21 B. The policy required by Paragraph (A), above, shall be endorsed to
22 include the Landlord as an additional insured, which may be achieved through a blanket
23 additional insured endorsement. Such policy shall be primary insurance, and any insurance
24 carried by Landlord, its officers, or its employees, or carried by or provided through any
25 insurance pool of which Landlord is a member, shall be excess and not contributory insurance
26 to that provided by Tenant, but only with respect to losses for which Tenant is responsible
27 hereunder. Tenant shall be solely responsible for any deductible losses under the policy
28 required above.

29 C. A certificate of insurance shall be completed by Tenant's insurance
30 agent and provided to the Landlord as evidence that a policy providing the required coverage,
31 conditions, and minimum limits is in full force and effect and shall be reviewed and approved
32 by Landlord prior to commencement of the term of this Lease. The certificate shall identify
33 this Lease and shall provide that the coverage afforded under the policy shall not be cancelled
34 until at least thirty (30) days' prior written notice has been given to Landlord. The completed
35 certificate of insurance shall be sent to:

36 Town Clerk
37 Town of Breckenridge
38 150 Ski Hill Road
39 P.O. Box 168
40 Breckenridge, CO 80424

HEAD END FACILITY LEASE

1
2 D. Notwithstanding any other portion of this Lease, failure on the part of
3 Tenant to procure or maintain policies providing the required coverage, conditions, and
4 minimum limits, or to provide the required additional insured policy endorsement, shall
5 constitute a material breach of this Lease for which Landlord may immediately terminate this
6 Lease.

7 16. Indemnification. Tenant agrees to indemnify and hold harmless Landlord, its
8 officers, and employees from and against all liability, claims, and demands, on account of injury,
9 loss, or damage, including without limitation claims arising from bodily injury, personal injury,
10 sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which
11 occur on the Leased Premises and which arise out of or are in any manner connected with Tenant's
12 occupancy or use of the Leased Premises pursuant to this Lease. Tenant agrees to investigate,
13 handle, respond to, and to provide defense for and defend against any such liability, claim, or
14 demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses
15 related thereto, including court costs and reasonable attorney's fees. Tenant's indemnification
16 obligation shall not extend to any damages arising out of the gross negligence or intentional acts
17 of Landlord, its employees or agents. As to any indemnification required hereunder, Tenant shall
18 have the right to choose qualified counsel to defend Landlord, and Tenant shall have full settlement
19 authority.

20 17. Liens. Tenant shall not permit the creation of any type of lien upon the Leased
21 Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification
22 provisions of Paragraph 19 of this Lease shall apply to any such lien. If, because of any act or
23 omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or
24 other lien, charge or order for the payment of money shall be filed against the Leased Premises,
25 Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded
26 within ninety (90) days from the filing of such lien.

27 18. Taxes.

28 A. Taxes Defined. As used in this Lease, the term "taxes" shall mean all
29 personal property and real property taxes that may be levied, assessed or imposed arising out of
30 Tenant's occupancy and use of the Leased Premises pursuant to this Lease.

31 B. Possessory Interests. Pursuant to Section 39-3-105, C.R.S., all real or
32 personal property owned by Landlord is exempt from taxation. However, the parties acknowledge
33 that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to
34 be a taxable possessory interest.

35 C. Tenant To Pay Taxes. Any taxes lawfully assessed arising from Tenant's
36 occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant, and
37 Tenant shall indemnify and hold Landlord harmless from any such taxes. Any taxes due arising
38 from Tenant's occupancy and use of the Lased Premises pursuant to this Lease shall be paid by
39 Tenant in a timely manner. Prior to the last day for payment of such taxes without penalty or
40 interest, Tenant shall provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s)
41 showing payment of the taxes. Tenant may pay any taxes in installments if permitted by law.

HEAD END FACILITY LEASE

1 D. Tenant's Right to Contest Taxes. In the event Tenant is liable for the
2 payment of any taxes arising from Tenant's occupancy and use of the Leased Premises pursuant
3 to this Lease, Tenant shall have the right, at Tenant's sole expense, to contest any such taxes by
4 the commencement and prosecution, in good faith and with due diligence, of appropriate legal
5 proceedings; provided that Tenant makes timely payment of such taxes if Tenant loses the contest.
6 Tenant shall advise Landlord prior to instituting any such contest and shall as a condition of
7 exercising such right provide Landlord such reasonable assurance as it may request that such
8 contest shall be in compliance with the provisions of this Paragraph. Landlord, at Tenant's sole
9 cost and expense, shall reasonably cooperate with Tenant in any such contest, may join in the
10 contest, and shall execute and deliver such documents and instruments as may be necessary or
11 appropriate for prosecuting an effective contest.

12 19. Right to Relocate Tenant's Head End Facility. Landlord shall have the right, at its
13 sole cost and expense, to relocate Tenant's head end facility from the Leased Premises to another
14 site similar in size, location and suitability for Tenant's technical requirements (i.e., location,
15 altitude, etc.) which is reasonably acceptable to Tenant. Landlord shall give Tenant not less than
16 one hundred eighty (180) days' notice prior to such relocation. Such relocation shall be done in
17 such a manner as to minimize any disruption in Tenant's business operations. If Tenant finds the
18 proposed relocated site reasonably unacceptable, Tenant shall not be relocated. Landlord shall
19 waive any development fees required as a result of such relocation. In the event of such relocation,
20 an Amendment to this Lease shall be executed by Landlord and Tenant describing the replacement
21 property for this Lease.

22 20. Landlord hereby grants to Tenant during the term of this Lease, the right to install,
23 access and maintain an emergency generator and related above-ground fuel storage tank
24 (collectively, the "Generator Equipment") in order to provide a source of emergency power for
25 Tenant's operations at the Premises. Tenant shall be responsible for compliance with all laws
26 applicable to the installation, maintenance, use and removal of the Generator Equipment. Tenant
27 will immediately report to Landlord any spill or release of fuel or hazardous substances and any
28 citations or notices of violation and will provide Landlord with copies thereof. Such notification
29 will not relieve Tenant from its obligations to notify governmental agencies. Any cleanup or
30 remediation of any spill or release with respect to the Generator Equipment required by any
31 governmental agency will be completed by Tenant in accordance with all applicable laws.
32 Landlord may make periodic inspections to ensure regulatory compliance and the proper
33 operation, maintenance and repair of the Generator Equipment. Tenant shall give to Landlord
34 notice of any notices which Tenant receives from third parties that any of the Generator Equipment
35 is or may be in violation of any law. Tenant shall pay all taxes of any kind or nature whatsoever
36 levied upon the Generator Equipment and all licensing fees, franchise taxes and other charges,
37 expenses and other costs of any nature whatsoever relating to the construction, ownership,
38 maintenance and operation of the Generator Equipment. Within ten (10) days after expiration or
39 termination of this Lease, Tenant, at Tenant's sole cost and expense, shall remove any Generator
40 Equipment installed hereunder.

41 21. Tenant Default. Tenant shall be in default under this Lease if Tenant fails to comply
42 with any of the terms, provisions or covenants of this Lease within ten (10) days following service
43 of a demand for compliance notice by Landlord in accordance with Colorado law; provided,
44 however, as to any non-monetary default not capable of being cured within ten (10) days following

HEAD END FACILITY LEASE

1 service of a demand for compliance notice, Tenant shall not be in default if it commences
2 correcting the non-monetary default within ten (10) days of service of the demand for compliance
3 notice and thereafter corrects the default with due diligence.

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

12 23. Landlord's Default. Landlord shall be in default under this Lease if Landlord fails
13 to comply with any of the terms, provisions or covenants of this Lease within ten (10) days
14 following service of a notice by Tenant; provided, however, as to any non-monetary default not
15 capable of being cured within ten (10) days following service of the notice, Landlord shall not be
16 in default if it commences correcting the non-monetary default within ten (10) days of service of
17 the notice and thereafter corrects the default with due diligence.

18 24. Tenant's Remedies upon Default. If the Landlord is in default under this Lease,
19 Tenant shall have all of the remedies provided for in such circumstances by Colorado law.

20 25. No Waiver of Governmental Immunity. The parties hereto understand and agree
21 that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease,
22 the monetary limitations or any other rights, immunities, and protections provided by the Act, as
23 from time to time amended, or any other limitation or defense otherwise available to Landlord, its
24 officers, or its employees.

25 26. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or
26 condition herein contained shall not be deemed to be a waiver of any other term, covenant, or
27 condition of this Lease, or of any subsequent breach of the same or any other term, covenant, or
28 condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be
29 deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of
30 this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance
31 of such rent. A waiver of Landlord or Tenant of any of its rights hereunder shall be valid and
32 binding only if contained in a written instrument signed by Landlord or Tenant, as applicable.
33 Tenant expressly recognizes Landlord's right to compensation for the use of the Leased Premises,
34 whether characterized as rent or damages, and acceptance of rent during Tenant's occupation shall
35 not constitute a waiver of any breach, even if accepted after notice of termination or institution of
36 court proceedings.

37 27. Non-liability of Landlord. Tenant hereby releases Landlord, and the
38 representatives, agents, attorneys and employees of Landlord, from any and all liability for any
39 injury or damage to Tenant, or to Tenant's property located on or about the Leased Premises ,
40 resulting from any cause whatsoever, except injury or damage resulting from the gross negligence

HEAD END FACILITY LEASE

1 or the willful or intentional act of Landlord, or the representatives, agents, attorneys and employees
2 of Landlord.

3 28. Attorney's Fees and Costs. If any action is brought in a court of law by either party
4 to this Lease concerning the enforcement, interpretation or construction of this Lease, the
5 prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as
6 well as reasonable costs, including expert witness's fees, incurred in the prosecution or defense of
7 such action. Tenant shall further reimburse Landlord for its attorneys' fees incurred in connection
8 with the preparation of this Lease, in an amount not to exceed \$3,000.00, within thirty (30) days
9 after receipt of a copy of Landlord's attorney's invoice.

10 29. Intentionally deleted

11 30. Assignment and Sublease. Tenant shall not sublet the Leased Premises or any part
12 thereof, or assign this Lease, or any part hereof, or grant any concession or license to use the
13 Leased Premises or any part thereof, without the prior written consent of the Landlord, which
14 consent may be withheld in Landlord's sole and absolute discretion. An assignment of this Lease
15 resulting from the:

- 16 i. merger of Tenant with another business entity;
- 17 ii. acquisition of Tenant by another business entity; or
- 18 iii. transfer of the Lease to another business entity controlled by Tenant or
19 a parent, subsidiary, or affiliate of Tenant,

20 shall be deemed a permitted assignment not requiring Landlord's prior consent.

21
22 31. Notices. Any notices required or permitted hereunder shall be sufficient if
23 personally delivered or if sent by certified mail, return receipt requested, or by nationally
24 recognized overnight courier service, addressed as follows:

25 If to Landlord: Town Manager
 26 Town of Breckenridge
 27 150 Ski Hill Road
 28
 29 Breckenridge, CO 80424

30
31 WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:

32 _____
 33 _____
 34 _____
 35 _____

36 If to Tenant: Comcast Cable Communications Management, LLC
 37 9401 E. Panorama Circle
 38 Centennial, CO 80112
 39 Attention: Director of Real Estate
 40

1 WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:
2

3 Comcast Cable Communications, LLC
4 One Comcast Center
5 1701 John F. Kennedy Boulevard
6 Philadelphia, PA 19103-2838
7 Attn: Real Estate Counsel
8

9 And with copies sent by email to:
10

11 Real_estate@cable.comcast.com
12 Legal_notices@comcast.com
13

14 Notices mailed in accordance with the provisions of this Paragraph shall be effective on the fifth
15 calendar day following mailing or on the first business day following submission to a nationally
16 recognized overnight courier service. Notices personally delivered shall be effective upon
17 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
18 Colorado Rules of Civil Procedure for service of civil process. E-mail is not a valid means of
19 giving notice under this Lease.
20

21 32. Time of Essence. Time is of the essence of this Lease.

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

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

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

33 36. Modification. This Lease may be modified or amended only by a duly authorized
34 written instrument executed by the parties hereto. Oral amendments to this Lease are not permitted.

35 37. Applicable Law. This Lease shall be interpreted in all respects in accordance with
36 the laws of the State of Colorado without regard to its conflict of laws principles.

37 38. Forum Selection. The parties agree to the jurisdiction and venue of the state courts
38 of Summit County, Colorado in connection with any litigation arising out of or in any manner
39 connected with this Lease.

HEAD END FACILITY LEASE

1 39. Waiver of Right to Jury Trial. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL
2 IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR IN ANY MATTER CONNECTED WITH
3 THIS LEASE.

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

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

9 42. No Recording. This Lease **SHALL NOT BE RECORDED** in the real property records
10 of the Clerk and Recorder of Summit County, Colorado.

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

13 Landlord Authority. The execution of this Lease by Landlord was authorized by Ordinance No.
14 _____ Series 2025 , adopted by the Town Council of the Town of Breckenridge
15 on _____, 2025.

16
17 LANDLORD:

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

22
23
24
25 _____
26 Shannon B. Haynes, Town Manager

27 ATTEST:

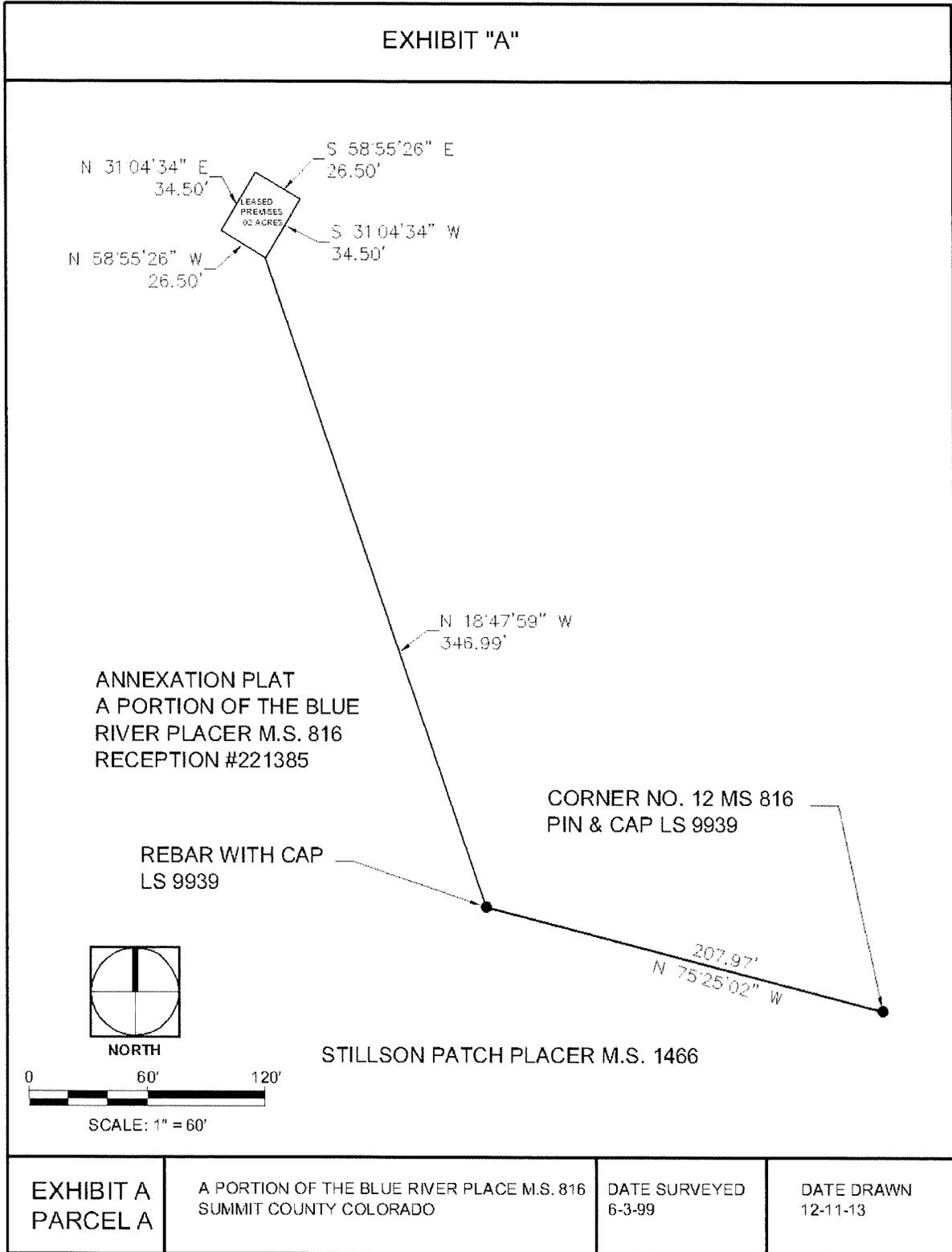
28
29
30 _____
31 Town Clerk

32
33 TENANT:

34
35 COMCAST CABLE COMMUNICATIONS
36 MANAGEMENT, LLC

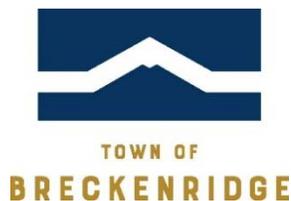
37
38 Signed by:
39 By: *Lisa Oakland*
40 Name: Lisa Oakland
41 Title: Vice President Real Estate/Facilities/PMO
42

HEAD END FACILITY LEASE



1

HEAD END FACILITY LEASE



Memo

To: Town Council
From: Pamela Ness, Revenue Manager
Date: October 15, 2025 (for the October 28, 2025 meeting)
Subject: 2026 Property Tax Mill Levy

Town Council Goals (Check all that apply)

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | More Boots & Bikes, Less Cars | <input type="checkbox"/> | Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> | Deliver a Balanced Year-Round Economy | <input type="checkbox"/> | Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> | Organizational Need | | |

Summary

Attached, please find the ordinance setting the 2026 mill levy within the Town of Breckenridge at 5.07 mills. The ordinance is submitted for first reading.

Background

The 5.07 mill levy is the amount the Town is authorized to impose and, according to state law, cannot be increased without an election. This same mill rate has been consistently applied within the Town since 2014. For the 2026 budget year, we are forecasting the 5.07 mill levy to result in property tax revenues of \$5.3M.

Town Council Goals

The proposed mill levy is a critical tool to help achieve Town Council's long-term goals. By securing additional funding, we can invest in key areas such as infrastructure, public safety, housing, and sustainability, which aligns with our commitment to responsible stewardship of resources. This levy supports the Council's vision of a thriving, resilient community by addressing current and future needs, and ensuring that the Town remains a place where residents can live, work, and prosper. Through this measure, we can meet today's challenges while planning for tomorrow's opportunities, in line with our core values of adaptability, innovation, and integrity.

Financial Implications

The 5.07 mills are for the purpose of defraying the expenses of the General Fund.

Equity Lens

As we consider the mill levy proposal, we are mindful of our commitment to fostering a community that values diversity, equity, and inclusion. This initiative aligns with our core values by ensuring that all residents, regardless of background or socioeconomic status, can benefit from the enhanced services funded by the mill levy. By prioritizing equitable resource distribution and inclusive decision-making, we aim to strengthen our community fabric and create opportunities for all to thrive. This commitment will guide both the planning and implementation phases, ensuring that no group is left behind.

Staff Recommendation

We recommend that Town council approve the mill levy at 5.07 mills on first reading.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

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

2
3 COUNCIL BILL NO. 20

4
5 Series 2025

6
7 **AN ORDINANCE SETTING THE MILL LEVY WITHIN THE**
8 **TOWN OF BRECKENRIDGE FOR 2026**
9

10 WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill
11 levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the
12 Town of Breckenridge is needed to balance the 2026 Town budget.

13
14 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
15 BRECKENRIDGE, COLORADO:

16
17 Section 1. For the purpose of defraying the expense of the General Fund of
18 Breckenridge, Colorado for the fiscal year 2026, there is hereby levied a tax of 5.07 mills upon
19 each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

20
21 Section 2. The Town Clerk is authorized and directed, after adoption of the budget by
22 the Town Council, to certify to the Board of County Commissioners of Summit County,
23 Colorado, the tax levies for the Town of Breckenridge, Colorado as herein set forth.

24
25 Section 3. 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 28th day of October 2026. A Public Hearing shall be held at the
30 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the _____ day
31 of _____ 2025, at 7:00 p.m., or as soon thereafter as possible.
32

ATTEST:

TOWN OF BRECKENRIDGE

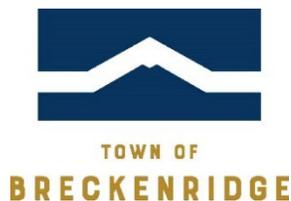
Mae Watson, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

Date



Memo

To: Town Council
From: Tracey Lambert, Senior Accountant
Date: October 22, 2025 (for October 28, 2025)
Subject: Adoption of the 2026 Budget and 2026-2030 Capital Improvement Plan (Resolution)

Town Council Goals (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input checked="" type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need | |

Summary

The Finance Department is submitting the Resolution to adopt the 2026 budget and make appropriations therefor and approving the 2026 capital improvement plan.

Background

In development of the 2026 budget, all departments considered the 2023 and 2024 actuals for analysis along with updated 2025 projections based on the 2025 budget. 2025 projections and the 2026 budget were developed collaboratively with the Town budget team. Our major challenges for 2026 include the working capital demands of Workforce Housing projects and the Capital Improvement Plan (CIP), along with an anticipated revenue reduction and rising personnel and operating costs.

To look at the impact of future capital projects across all Funds, we present a 5-year projection. Assumptions for the projection include flat revenue growth beginning in 2027 and a general 3% increase in operational expense each year based upon anticipated inflation. In addition, we applied the planned purchases for future projects of our major Funds including Capital, Workforce Housing, Child Care, Utility, Facilities, Garage, and Golf.

The 5-year forecast process is designed to project working capital needs of the Town through 2030. The Town Council CIP review on September 9th resulted in prioritization of projects and the Town will continue to pursue the CIP and the operational budget as proposed while monitoring cash flow during the year to determine if the 2026 budget remains viable.

Based on a cashflow analysis that includes conservative revenue projections and increased expenses over time, staff anticipate a deficit of \$29.8M in cash in 2026, which will be offset by existing Town funds. In addition, with current planned CIP projects, there is an additional deficit of up to \$33.2M between 2027 and 2030, which will be adjusted year by year depending on Council priorities and availability of funds.

The 2026 budget anticipates a 3% decrease in total revenue compared to the 2025 budget projection. General Property Tax is projected to increase by 6% based upon assessed valuations provided by the Summit County Assessor. Accommodation Tax is expected to remain flat from 2025 levels, while Sales Tax (-3%), Real Estate Transfer Tax (-20%), Nicotine Tax (-5%), and Marijuana Tax (-15%) are projected to decline from 2025 projected budget revenues.

Mission: The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

In response to a lower revenue outlook and continued inflationary pressures on expenses, the Town has reduced the budgeted personnel merit increase from 5% to 4% to help control overall spending.

Staff provided Key Performance Indicators (KPIs) to measure the health of the Town as recommended by the Government Finance Officers Association (GFOA).

Public outreach/engagement

At the Town Council work session held on September 9, 2025, the public was invited to attend the Town Council work session presentation and discussion of the Capital Improvement Plan. The October 14, 2025 budget retreat, also open to the public, allowed residents to hear directly from departments and senior leadership regarding their budget proposals. Before the adoption presentation on October 28, 2025, the public has further opportunities to provide input and feedback during open meetings.

Financial Implications

2026 revenue (net of transfers) \$134.7M
2026 expenditure (net of transfers) \$149.2M

Equity Lens

The Town considered the impact to our residents and community to provide continual support for Town programs and offerings. Whether revenue is tax or fee based, each department considered the welcome factor for residents and visitors to remove barriers and remain an inclusive community. The budget process embodies Town Council's philosophy of considering who benefits from the Town's various programs, the intention and impact of those expenditures, and how we as a community uplift and build trust with underrepresented groups.

Staff Recommendation

Staff recommend adoption of the 2026 Budget and appropriation of funding via the attached resolution.

RESOLUTION NO. 12

SERIES 2025

**A RESOLUTION ADOPTING THE 2026 BUDGET
AND MAKING APPROPRIATIONS THEREFOR; AND APPROVING THE 2026
CAPITAL IMPROVEMENT PLAN**

WHEREAS, Section 10.3 of the Town Charter of the Town of Breckenridge requires that the Town Council adopt an operating budget by resolution for each fiscal year; and

WHEREAS, Section 10.4 of the Town Charter also requires that the Town Council adopt a five-year Capital Improvement Plan; and

WHEREAS, Section 10.8 of the Town Charter provides that adoption of the budget by Town Council constitutes appropriation of the amounts specified therein for the expenditure from the funds indicated; and

WHEREAS, a public hearing has been held and noticed in accordance with Section 10.5 of the Town Charter.

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

Section 1. The proposed operating budget for 2026 is adopted and appropriations are made to the various programs as shown below:

| FUND NAME | 2026 TOTAL EXPENSE APPROPRIATIONS |
|-----------------------------|--|
| GENERAL FUND | \$33,213,168 |
| UTILITY FUND | \$17,389,014 |
| CAPITAL FUND | \$13,535,682 |
| MARKETING FUND | \$6,135,211 |
| GOLF FUND | \$4,828,426 |
| EXCISE TAX FUND | \$42,541,605 |
| WORKFORCE HOUSING FUND | \$22,863,450 |
| OPEN SPACE ACQUISITION FUND | \$6,054,577 |
| CONSERVATION TRUST FUND | \$55,000 |
| GARAGE FUND | \$7,177,900 |
| INFORMATION TECHNOLOGY FUND | \$2,291,738 |
| FACILITIES FUND | \$5,329,623 |
| SPECIAL PROJECTS FUND | \$4,813,918 |
| MARIJUANA FUND | \$384,612 |

| <u>FUND NAME</u> | <u>2026 TOTAL EXPENSE APPROPRIATIONS</u> |
|------------------------------------|--|
| CEMETERY FUND | \$30,664 |
| CHILDCARE FUND | \$2,714,600 |
| PARKING & TRANSPORTATION FUND | \$14,839,517 |
| HEALTHCARE BENEFITS FUND | \$5,900,213 |
| SUSTAINABILITY FUND | \$4,027,483 |
| ACCOMMODATION UNIT COMPLIANCE FUND | \$6,658,496 |

\$200,784,895

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Section 2. The 2026 Capital Improvement Plan, as proposed by the Town Manager, is approved.

Section 3. All fees and charges contained in the 2026 operating budget are approved and adopted. Such fees shall become effective January 1, 2026. The Town Manager may implement any of the other fees and charges contained in the 2026 operating budget prior to January 1, 2026 if the Town Manager determines that such early implementation is necessary or appropriate.

Section 4. This Resolution is effective upon adoption.

RESOLUTION ADOPTED AND APPROVED AFTER PUBLIC HEARING HELD THIS 28th DAY OF OCTOBER, 2025.

ATTEST:

TOWN OF BRECKENRIDGE

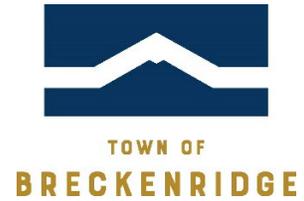
Mae Watson, Town Clerk

Kelly Owens, Mayor

APPROVED IN FORM

Town Attorney

Date



Memo

To: Breckenridge Town Council
From: Mark Truckey, Director of Community Development
Date: October 22, 2025
Subject: Planning Commission Decisions of the October 21, 2025 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, October 21, 2025:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS:

[Wright Big Sky Unit Conversion, 160 E Adams Avenue Unit 2, PL-2025-0312](#)

A proposal to convert a 2,098 sq. ft. commercial office into a 3 bedroom, 2 bathroom residential employee housing unit. *Approved, see second memo.*

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

Memo

To: Breckenridge Town Council
From: Ellie Muncy, Planner I
Date: October 22, 2025 (for October 28, 2025 meeting)
Subject: Wright Big Sky Unit 2 Change of Use, 160 E Adams Ave. Unit 2;
PL-2025-0312

A Combined Hearing for Big Sky Condo Unit 2 located at 160 E Adams Ave. was held by the Planning Commission on October 21, 2025. The application proposes to convert an existing commercial office unit to a 3-bedroom, 2-bath residential employee housing unit. There are no proposed exterior changes to the building. The change of use is pursuant to a development agreement previously approved by Town Council on February 11, 2025.

The Commission found the application complied with all Absolute Policies and assigned no points under the Relative Policies, for a passing score of zero (0) points. The development permit was approved by a 6-0 vote of the Commission.

[Link to Staff Report.](#)

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





NOT TO SCALE



Wright Big Sky Unit 2
Conversion to Employee
Housing, 160 E Adams
Avenue Unit 2

Breckenridge South



PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:32 pm by Chair Guerra.

ROLL CALL

| | | | |
|--------------|-------------|------------------------------|------------|
| Mike Giller | Mark Leas | Allen Frechter absent | Matt Smith |
| Ethan Guerra | Elaine Gort | Susan Propper | |

APPROVAL OF MINUTES

Ms. Gort: Change No. 5 of my comments, “remove penalties on lower percentages, but not on higher materials”; correct to state, “*higher percentage materials.*”

With the above changes, the October 7, 2025 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the October 21, 2025 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No public comments

COMBINED HEARINGS:

1. Wright Big Sky Unit Conversion (EM), 160 E Adams Unit 2, PL-2025-0277

Ms. Muncy presented a proposal to convert a 2,098 sq. ft. commercial office unit to a 3-bedroom, 2-bath residential employee housing unit. This application is subject to a Development Agreement approved by Town Council on February 11, 2025.

Commissioner Questions / Comments:

Ms. Gort: No questions.
Mr. Smith: No questions.
Ms. Propper: No questions.
Mr. Giller: No questions.
Mr. Leas: No questions.
Mr. Guerra: No questions.

Jenny Wright, Applicant: Hi, I am Jenny Wright and this is my dream. This is Mark Hogan's former BHH architecture space. If you've been in there, you know it's amazing. It's got these cool angles, great sunlight and views. I think this is going to be the crown jewel of the workforce housing inventory. I think you all are going to love it.

Mr. Giller made a motion to approve the Wright Big Sky Unit Conversion, seconded by Ms. Propper. The motion passed 6 to 0.

WORK SESSIONS:

1. Mr. Truckey presented an overview of upcoming proposed changes to the Town of Breckenridge Comprehensive Plan, which was last updated in 2008.

Commissioner Questions / Comments:

Ms. Gort: The transportation plan is separate? But transportation is key in planning. How do these plans mesh together? (Mr. Truckey: We may have a transportation element in the Comp plan. That is something we will be discussing and how it relates to the existing plan.) (Mr. Kulick: We know we are doing an updated parking study based on updating our

parking agreement with Breckenridge Ski Resort. The agreement has worked for over 20 years and we did not previously want to open it up, but because of some recent developments and other factors we want to complete an updated parking study that will help shape a future parking agreement amendment with the ski area. There is also discussion of completing a new traffic study because the traffic patterns on the south of town have shifted more dramatically.)

Mr. Guerra: You are talking about the parking agreement that the Town has with the resort? (Mr. Kulick: Correct, the 2003 parking agreement. The agreement was developed through long negotiations spearheaded by Sam Mamula so there was no appetite to go back and redo the agreement. Now with the satellite parking shifting to the McCain Parcel and some other pieces from the BGV development, it is time to reopen. The ski area is in agreement to work together and come to an amended agreement.) (Mr. Truckey: I should clarify that the road network is fairly set here. We are not proposing to go into undeveloped land on the edge of town to create new roads. There are some road improvements from a transportation planning perspective that could happen. I see this plan much more related to transportation demand management. How do you manage the people in town? How do you get people onto alternative modes of transportation? That would be the focus and how we can reduce the overall loads on our road systems.) (Mr. Kulick: In a lot of cases during those peak demands, there is a fine line between where the system breaks down and where it's congested but it works. It is trying to tweak the margins to keep it working before it grinds to a halt. We've identified around 15 days a year where we're at peak congestion. It's really trying to manage those peak times on those peak days because it affects both residents and visitors.)

Mr. Smith: What do you foresee as the biggest change from the current plan? (Mr. Truckey: It's more a focus on redevelopment and what our policy will be on that. The State is suggesting we identify areas that we can redevelop for housing. In the Front Range, they are concerned about increasing inventory to drive down prices; they are not concerned with deed restricted housing. Here, with a finite land supply if we don't deed restrict those units it makes no sense for us to make room for them, because it's just going to be more trophy homes that don't help our local workforce. Housing and the interplay with the land supply and redevelopment; I see those as the key issues.) (Mr. Kulick: It is interesting a lot of the outreach and data collection for the current plan was done 20 years ago. Thinking about the population growth of the town, the change in demographics, and what percentage of our current population has moved here since the last time we have raised some of these questions. It will be interesting to see how it matches up to the current plans. For a lot of the people that we're in close contact on a daily basis, they probably were here 20 years ago. The way things are going in the town, they match up with what they probably envisioned in the future. But when going through a Comp Plan update, you are trying to cast the net far and wide, to ensure it is representative of the entire community.) (Mr. Truckey: The other thing we are having a discussion about is starting the process with a review of the Vision Plan which has been up there for 20 plus years. And it still resonates; some of the Commissioners have pointed to different policies over time. But to reaffirm that these are still the highest priorities. We are also having discussions with the Tourism Office regarding the Destination Management Plan. The results and key goals of that plan became the Town Council goals. We will look at that to reaffirm that these are our key goals moving forward, or maybe they need to be tweaked a bit to reflect new things. There is more space in this new plan to address a few things like wildfire protection and prevention, defensible space, structure hardening. We touched on them in the previous plan, but there will be more space for that stuff now.)

Mr. Guerra: In the report, the plan discourages sprawl and promotes development or redevelopment of vacant and underutilized parcels to address the municipality's demonstrated housing

needs. The City Market parcel, that is possibly going to be our next big development. There is a lot of density attached to that parcel. They can do commercial and residential building there, correct? (Mr. Truckey: Yes, and there is quite a bit of density, relatively speaking, in the town. There is ~60,000 square feet of unused density on the property. What we've heard is they'd like to build a new City Market on the south part, so they can keep the existing one open, which makes sense. But how does that look around there? And what's the Town's appetite for maybe going a little higher, in terms of height, if we can get some more workforce housing out of it? Could we incorporate it into a good mixed-use project? We need to engage the new owners of the property. They have met with the Town Manager a couple times, and we've heard their plans are several years out, but hopefully this can help shape that, while still leaving flexibility for them in terms of the overall design.) Developers like to look for big, flat lots for a maximum square footage one story building with a bunch of retail because that is where they make their money, on the extreme side of things. We are of course wanting to include workforce housing. If they propose they are not going to meet the density that the Town sees as the potential and they are just doing the bare minimum, what leverage does the comprehensive plan include? And what can we write in here to incentivize what we want to see? (Mr. Truckey: There are some things that we could write in. We could come up with some policies that are very specific about demanding to more density. Or negative points? Whatever the route is to get there. We need to reach out the community to hear what they have to say and there will need to be an education piece about how more density is not a bad thing. Because if you do talk to any layman on the street that is not involved, they say they don't want to see more and we already have way too much. That is the typical response you get. People do not understand that if we are ever going to move the needle, we have to do some things like this. It will be an interesting process, but you bring up a very valid point. There are some things that we could do to codify that.) There is a lot of potential on that site. Can we reach the maximum potential while finding the balance on that site? I am nervous they are wanting to build one big, ugly building. (Mr. Truckey: There is a lot to that site, and this process is not going to totally define that site, but we can brainstorm policies and guidance for a future development there as part of this process.)

Ms. Propper: I am wondering about incentivizing multi-family development? And what we can do to encourage that, where appropriate. (Mr. Guerra: Like within town, and with some redevelopment? And the underutilized sites within the town that we have now?) Exactly. (Mr. Truckey: Yes, that is what the state is challenging us to do. As you remember, it was only a few months ago the Town Council was not particularly excited about eliminating negative points for going higher for workforce housing, in terms of height. There is still going to be push back, not necessarily from the Council, but in general with the public. With the right consultant team, they can assist with that. Maybe it is bringing in some special speakers, I have seen some fantastic ones like at the national American Planning Association conference this year that coined the term, "missing middle". This is really good discussion, and it is getting me thinking stuff through as we are talking.)

Mr. Guerra: It is the natural progression, look at big cities. You run out of real estate, you go upwards. (Mr. Truckey: We can't go all the way up, but we can push it in other ways.)

Mr. Giller: If we were to, big picture, envision Breck in 20 years, which is about how old the existing plan is. What might we see or what might it look like? You could see more density around the perimeter. You could see more multimodal transportation. You could see more mixed-use housing. Multifamily housing. Recreation remains our forte, and there will certainly be new and more interesting and different types of recreation. We continue to draw people and make the place viable. Twenty years ago, we didn't have the arts district yet, so more culture. We didn't have Harry Teague's Riverwalk Center, we had

the tent. Breck History's doing a good job, looking at sites around the town. Historic mining sites and things like that to try to preserve representative pieces. But what else might be out there? (Mr. Kulick: That is one of the challenges in this assignment; getting people to basically try and answer that question. A lot of times going to the people for these types of work sessions and charrettes appeal to, their vision is 20 years prior to now. They want to bring Breck back to before, but meanwhile the pressure is accelerating in the other direction. The challenge is understanding the current pressure and how to funnel that in a way that you'll be happy in 20 years without going back to a revisionist history of a time that never was. And that is going to be the challenge for all of us in this process, really answering the question.) How do we retain our character while accommodating change? (Mr. Truckey: That is essentially what we would be asking at these early meetings, exactly. Where do we want to see ourselves? Picture yourself there. What do you want the town to look like?)

Mr. Guerra: But at the same time, we guide them to where we all want and need to be. If we ask them, just what do you want? They want to make Breckenridge great again. Seriously, they want to go back and we can't. (Mr. Kulick: There is a little bit of a character conundrum. A lot of times you really want to hold things tight, and there's a great quote I heard in an interview with Paul Anderson, who is a longtime editor for the Aspen Times. And he basically said, "*you can save the character of a community architecturally, but you need to save the characters who live in it to actually achieve community.*" Talking about that nuanced balance. In the context of that interview, he's basically seen over the 40 years that he lived in Aspen, they're really good at ratcheting down and trying to keep the core from changing very much, but in doing so, there wasn't a lot of give for the permanent residents. To achieve community, you have to work with both sides. You can't give everything away, like big multifamily in the Historic District, but there needs to be a thoughtful response of how you shape the community.)

Mr. Leas: That has some viability. However, it would be a huge mistake for everybody to say, what do you people who live in the town want? Because they don't know what they want. And we need to be a leader. Sometimes people need to be inspired to think out of the box about things that they have never thought about. And that certainly becomes true of architecture and development. In soliciting the consultants we should get consultants who would ask important questions about what does the town not have? Which then becomes, what do we need? And we make a lot of accommodations as residents here, because it's a wonderful place. But it's a pain in the ass that you can't get things. It's a pain in the ass that we have one decrepit grocery store that we all go to. What are the things that we would, in our dreams like to have, and maybe they can never be in Breckenridge, but let's talk about them. What things do we wish that we had here that we don't? And it may not be possible for those things to be here. We may still have to drive to Denver to get those things, but let's at least have a conversation about it. If we can get ahead of what it is we might want on the City Market parcel, then we've got some leverage over the developer who comes in. And the town has a tremendous amount of power; taxation power, power to deny permits, planning and zoning. And they have the eminent domain power as well, if they want to go that direction. But there's a lot of leverage there, and nobody needs to roll over for whatever a particular developer wants. If this developer comes in, and it doesn't fit this situation, then there's a possibility that another developer that has a better perspective and would give us a better product in the end. So, we're not boxing ourselves in here. The other thing is you're talking about outreach to stakeholders and the underrepresented people. I assume that you're talking about the Hispanic population. Another unrepresented group are the people who have invested a huge amount of money in this town, on real estate, who have houses, but don't reside here, and therefore can't vote. And those people feel that they are completely unrepresented by the Town Council,

and that the Town does whatever they want to do, and those people have to live by it. I'm not going to say that's a legitimate position or not a legitimate position but it's something that the Town needs to listen to because it's a very real perspective I hear all the time. People in the Highlands, the people in Shock Hill, my neighbors up on the hill. There's a deep amount of frustration that they really don't have any say in what's going on. That's something very important to take into consideration when you're talking about the unrepresented people. I've noticed it, but there's a big expanse of, three or four lots on Main Street that the Theobald family owns. There are two historic vacant buildings, and then there's at least one, maybe two lots in between them. The town should encourage those owners to do something interesting with that property. When you want to develop a vibrant commercial space, one of the things that you want is continuity. If you're walking down Main Street, you've got a bunch of stores, and then all of a sudden you have nothing. And then you have a parking lot, and then you have some stores pick up again, it's a break of continuity, it breaks people's spirit, intention to make commercial purchases, and to have a vibrant commercial space. That should be looked at. (Mr. Truckey: Yes, and that is a good observation. We've tried to address that in some ways. We have a Downtown Overlay District that doesn't allow residential on the ground floor on Main Street, and in a few other areas. The whole focus of that was to continue that continuity of interesting window shopping up and down Main Street, so that people don't just get to that point and then just turn around.)

Mr. Guerra: It is changing. It used to be like that from the south down to the Gold Pan Saloon. That was it. And nobody walked past there. And now, and I look at it all the time, and I'm going, wow, there's people down here.

Mr. Leas: It could be better.

Mr. Truckey: It's not that we leave the Historic District out of the plan and don't address it at all, but it's more about encouragement policies there, not actually the form or the massing of the buildings or density that that we'd want to be touching. But there certainly are other areas that we could be looking at and some other things there to encourage more appropriate development.

Mr. Leas: Yeah, I don't know what leverage the town has, but it seems to me that the owners are definitely having to pay taxes on that property. It might be that there's some incentive, encouragement there if that tax bill was changed for example.

Mr. Truckey: What they have done over time, the Theobalds have taken on one building at a time and revamped them downtown. Years ago, it was the Barney Ford Museum, which was actually their family house before it became a museum. And then the corner here on Main. There are some others, like the Tin Shop up by Barney Ford and they've got a whole non-profit, the Saddle Rock Society, that heads up those efforts for them. I know that's something they've talked about, but they do things on their own terms when they're ready to take that on. But there are possibly things that we could do to incentivize.

Mr. Leas: Is there a plan for a new gondola at the south of town? (Mr. Truckey: Yes, the ski area is proposing one at the base of Peak 9, running adjacent to the Quicksilver.) (Mr. Kulick: They actually had an application and then they pulled it because of corporate reprioritization of projects. But they did just get approval from the Forest Service for the section through there, so you may see that project again sometime in the near future. It would not impact parking, because it would be adjacent to where the Quicksilver Lift is, at the base of Peak 9, which is a big bottleneck, and particularly for beginner skiers. It would really help on-mountain circulation and pull some people to utilize Peak 9. But in terms of getting people from parking to the ski area, it would have pretty minimal effect in that regard.)

Mr. Guerra: I want to address the community outreach segment again, because that is really important, and we all know how misinformed people are on what the town's doing and

the policies, especially when it comes to housing. When I see that bumper sticker, "Breckenridge, what happened?" I'm just like, "you did." People are ignorant of that and take the survey and they don't want to see development. How do we present it in a way that addresses that argument when we do that community outreach? It is really important to try to educate as well as. (Mr. Truckey: This discussion has been helpful for us to solidify some of the issues that we need to be doing outreach on and what type of consultant we need to bring in. But it's just re-emphasizing for me the need to bring in someone that's really going to be able to help do that education. Obviously it's a friendly education. If we get the right team to assist us with that, it could work out well.) (Mr. Kulick: Our experience with public engagement over a variety of topics, we've seen things that have been done poorly and things that are probably acceptable. No matter what level, there's always room for improvement. Even the projects we've done the best at community engagement when you look at the percentage overall of the town that's involved, that's still a very small percentage. Targeting what is a statistically significant population, getting feedback and education versus not achieving that. That's probably the realistic goal. Education on any topic at any level is a huge issue. It's the most difficult aspect of doing this, but it's also probably the most rewarding and the most interesting part for the staff to work on.) That's what I'm excited about; the education part. (Mr. Kulick: We're excited to look at a combination of things that have worked for us in the past, as well as exploring completely new ideas; innovative ways to address issues into the future.)

Mr. Gort: I love the idea of thinking and envisioning it in 20 years. The kids now they do everything different. They don't go to grocery stores, so you can build a grocery store so all these people can go in there, but probably in 20 years it's all going to be deliveries. It's important to interview that age bracket and to think about changing technologies. I hope that the traffic is not the same in 20 years. That will be a nightmare. We need a way to get things through the town, separate from people driving through the town. Transportation is a huge problem we have in this town. It's a safety risk for locals and guests. I encourage us to think more about it.

Mr. Smith: Do you foresee these outreaches being higher level, and then subsections? An umbrella over all these topics and then having a housing outreach session and a recreation outreach session. Is that how you're envisioning it? (Mr. Truckey: That is how I see it but we're going to see what the consultants propose. I see Phase 1 being pretty broad, goals, what are the key issues facing the community? What's your vision for the community? And then focus areas with subgroups. That's the way these processes typically work. And, how I'd see it.) (Mr. Kulick: I'd probably go back to the original sustainability plan as probably my favorite public process and we had the best turnout for that public outreach. We brought in a good team of consultants. We brought in a good keynote speaker that drew people into a larger group. We also had series of sessions that broke out into smaller groups to actually have a conversation. It was partly to educate, partly to get feedback. This is going to be a broader topic and we need to meet people at different places. That outreach campaign was entirely at Beaver Run Resort. I believe using a similar tactic, but going to other places to work with different groups, we could have had a lot more participation.)

Mr. Guerra: I know that for me, in my middle years here, I was so busy. Raising a family and working that I didn't have much time. That demographic of people in town are really important people. They're our future leaders. But right now, they're too busy. How do we reach them? How do we get them involved? Because I wasn't for a while, I was just too busy. (Ms. Gort: I'd go to the PTA meetings.) That is the demographic that is hard to pull in. And then they get disgruntled because they reach a point where they've been here 5 to 10

years, working real hard, raising a family, and they're frustrated because they don't have housing, can't afford it. Then they're misinformed and frustrated with the Town because they're not getting their needs met and they don't have time to be engaged.

Mr. Leas: You mentioned three times now raising a family, that's an important part of this. A key part of this whole thing is how we deal with the childhood daycare situation in Breckenridge. We may not solve that problem, but at least we'll discuss it, and it's an issue that they want to talk about. So that will get them in.

Mr. Guerra: You're right. And another issue about getting people in is that the people, like most of us here sitting at this table are retired, older, or moving into retirement, have more time. We don't see the world the way that they see the world. And that's a problem with government in general, you know? Older, wealthier, and whiter. All of those things. Absolutely, well meaning. I am not here criticize that, but that is the reality. We know what we wanted back when we were young, but what about young people today? And how do we get them engaged?

Mr. Leas: You have to just throw it out there. It could be preposterous, but let's get it out there, let's have a little discussion about it, and we can say, no, that's not feasible, let's not do that. But at least you get that conversation going, and that's where new ideas that nobody thought about. That's where those new ideas come from. That's how things grow and become vibrant, and you pump new life into an old situation by doing that.

Mr. Giller: What went into the 2008 plan? The plan itself and the recommendations. (Mr. Truckey: There were policies surrounding neighborhood preservation and limiting the home size. Another one said to complete a sustainability plan; that is what started the entire Sustainable Breck plan process. Those are a couple of things. One thing that did not work really well is, after the first several years, the plan sat on the shelf. It has not been an actively used document. That is typical of a plan, but we would like to create something that is more dynamic, useful, and not burying people with a million policies.) Maybe a website, an app? (Mr. Truckey: Yes.)

Mr. Kulick: If you back up a bit, its interesting some of the things that residents and visitors criticize us now in terms of how busy and congested Town is, was actually the goal of the Steve West era. At the beginning of his tenure, Breckenridge was another also-ran ski area. We didn't have any newer, slopeside lodging, and that was a big thing to remain competitive in the resort market. Our shoulder seasons were typically weak. Things closed up, and businesses were grasping at straws to get people in the doors. But a lot of the vision that that group of people, of that era, between the redevelopment of Peak 7 and 8, the development of the Highlands, some of these other things, really raised the profile of town. The Riverwalk Center, the Ice Rink, the Rec Center; it made a much more well-rounded community. The Wellington neighborhood really solidified a year-round population, which helped be more of a year-round town. But it took a long time for that to come to be. This is a little bit beyond our current plan, but you can see that there was this evolution in vision among leaders many decades past that has become a success at this point. Almost to the point where people complain about the success of the town. There's other things that have influenced, like the growth of the Front Range, but if you were to look at where the community was in the mid-'80s to now, that we are at the point that they were hoping to be. (Mr. Truckey: If you go back to some of the policies in that plan, back then it was let's make the shoulder seasons go away. Let's have year-round employment in Town. If you remember back in the days, with the two-for-ones everywhere, in September and October, and again in the spring.) (Mr. Leas: Restaurants

were just closed for two months.) (Mr. Truckey: We got our wish. The other thing was a real desire to have more hot beds in town. Let's see more things like timeshares, hotels and units that are occupied, rather than condos that are only occupied a small percentage of time. We sure got that, to a point where back in 2019, Town Council saw it as an issue and did things to address overcrowding. That is how things evolve, but businesses in Town don't want to lay off half their staff in the fall or just shut their doors. We have been successful there to a large extent.)

Mr. Guerra: I was blown away the other day by how many people were out there this past weekend. It was busy in town. Careful what you ask for.

Mr. Kulick: Twenty years is time to adjust the margins and come back to the community. There may be other things that are a priority for the people at this time. It is interesting if you look at the evolution and the vision that was pretty lofty at the time, how that has been achieved.

Mr. Giller: Is there a Town list of ideas for projects like the West Ice Area, the Riverwalk Center, the Tennis Center, Golf Course, redoing the Riverwalk behind Main Street. Is there an informal or formal list of things that the Town is considering? (Mr. Truckey: Yes, for future projects, we have our Capital Improvement Plan (CIP) which is a six-year plan. There are not a lot of iconic items on the list currently, most of it is roadway improvements.) (Mr. Kulick: We are beginning discussions regarding the upgrade to the Riverwalk 2.0. That is still something that is being envisioned and a long-term goal to see its full potential. We have a nice Riverwalk but we acknowledge that it could be improved. A lot of the capital improvement we've invested in these signature facilities and make sure that they continue to be maintained and even enhanced; the latest addition of the Rec Center, or a roof on the outdoor ice arena, and built a tennis center. It's not a completely new facility, but it's taking it to a next level.

Mr. Truckey: This was really helpful for us. I really appreciate having the dialogue, and if any of you have thoughts, feel free to reach out offline, because we're going through that process right now. We want to make sure we get pulled together the right team to assist us with this. It's going to be a big lift. We see this time we're definitely going to need to lean on consultants for part of this work extensively, but we're still going to be driving it and providing a lot of data and information for them and us to use together.

OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:53 pm.

Ethan Guerra, Chair



TOWN OF BRECKENRIDGE
TOWN COUNCIL

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

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

| Date | Meeting | Location | Time |
|------|---------|----------|------|
|------|---------|----------|------|

October 2025

| | | | |
|---------------------------------|------------------------------------|-------------------------|--------------------------|
| Tuesday, Oct. 28th, 2025 | Second Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |
|---------------------------------|------------------------------------|-------------------------|--------------------------|

November 2025

| | | | |
|---------------------------------|--|-------------------------|--------------------------|
| November 6th, 2025 | Wake Up Breck | Coffee Shops | 7:00am - 8:30am |
| November 7th, 2025 | Opening Day of Breckenridge Ski Resort | Peak 8 | 8:00am |
| Tuesday, Nov. 11th, 2025 | First Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |
| Tuesday, Nov. 25th, 2025 | Second Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |

December 2025

| | | | |
|---------------------------------|---|-------------------------|--------------------------|
| December 6th, 2025 | Lighting of Breckenridge + Race of the Santas | Main Street | 2:00pm - 7:00pm |
| Tuesday, Dec. 9th, 2025 | First Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |
| Dec. 18th - 20th, 2015 | ULLR Fest | Main Street | All Day |
| Dec. 19th - 21st, 2015 | Rockstar Energy Open | Ski Resort & Town | All Day |
| Tuesday, Dec. 23rd, 2025 | Second Meeting of the Month | Council Chambers | 2:00 pm / 7:00 pm |

Other Meetings

| | | | |
|---------------------|--|-----------------------|-----------------|
| October 28th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| October 30th, 2025 | QQ - Quality and Quantity - Water District | CMC | 10:00am |
| November 4th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Breckenridge Events Committee | Town Hall | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| November 5th, 2025 | Police Advisory Committee | PD Training Room | 7:30am |
| November 11th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| | Workforce Housing Committee | Town Hall | 10:30am |
| November 12th, 2025 | Breckenridge History | Town Hall | Noon |
| November 13th, 2025 | Upper Blue Sanitation District | Administrative Office | 5:30pm |
| November 17th, 2025 | Summit Combined Housing Authority | Virtual | 1:00pm |
| | Open Space & Trails Meeting | Town Hall | 5:30pm |
| November 18th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Liquor & Marijuana Licensing Authority | Town Hall | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| November 19th, 2025 | Social Equity Advisory Commission | Town Hall | 5:30pm |
| November 25th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| November 27th, 2025 | Summit Stage Transit Board Meeting | Senior Center | 8:15am |
| | Breckenridge Tourism Office Board Meeting | BTO Office | 8:30am |
| | RW&B Board Meeting | Main Street Station | 3:00pm |



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| Date | Meeting | Location | Time |
|--|---|------------------------|-----------------|
| December 2nd, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| December 3rd, 2025 | Breckenridge Events Committee | Town Hall | 9:00am |
| December 4th, 2025 | NWCCOG Board Meeting | Silverthorne Office | 10:00am |
| December 9th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am / 1:30pm |
| | Workforce Housing Committee | Town Hall | 10:30am |
| December 11th, 2025 | Upper Blue Sanitation District | Administrative Office | 5:30pm |
| December 15th, 2025 | Summit Combined Housing Authority | Virtual | 1:00pm |
| | Open Space & Trails Meeting | Town Hall | 5:30pm |
| December 16th, 2025 | Board of County Commissioners Meeting | County Courthouse | 9:00am |
| | Liquor & Marijuana Licensing Authority | Town Hall | 9:00am |
| | Planning Commission Meeting | Town Hall | 5:30pm |
| December 17th, 2025 | Social Equity Advisory Commission | Town Hall | 5:30pm |
| December 18th, 2025 | Breck Create | Virtual | 2:00pm |
| December 25th, 2025 | Summit Stage Transit Board Meeting | Senior Center | 8:15am |
| <i>(not sure of the rescheduled dates of these mtgs)</i> | Breckenridge Tourism Office Board Meeting | BTO Office | 8:30am |
| | RW&B Board Meeting | Main Street Station | 3:00pm |
| TBD | I-70 Coalition | Keystone Policy Center | 1:00pm |
| | NWCCOG Board Meeting | Silverthorne Office | 10:00am |
| | Transit Advisory Council Meeting | | 8:00am |
| | Water Task Force Meeting | | 9:30am |