CALL TO ORDER, ROLL CALL

APPROVAL OF MINUTES - JULY 11, 2017

APPROVAL OF AGENDA

COMMUNICATIONS TO COUNCIL
A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)
B. BRECKENRIDGE SKI RESORT UPDATE

CONTINUED BUSINESS
A. SECOND READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS
   1. COUNCIL BILL NO. 22, SERIES 2017 - AN ORDINANCE AMENDMENT CONCERNING AUTHORITY TO ENFORCE PARKING REGULATIONS

NEW BUSINESS
A. FIRST READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS
B. RESOLUTIONS, SERIES 2017
   1. RESOLUTION NO. 20, SERIES 2017 - A RESOLUTION APPROVING A LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC (Lease Number 205913000)
C. OTHER

PLANNING MATTERS
A. PLANNING COMMISSION DECISIONS

REPORT OF TOWN MANAGER AND STAFF

REPORT OF MAYOR AND COUNCILMEMBERS
A. CAST/MMC (MAYOR MAMULA)
B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)
C. BRECKENRIDGE TOURISM OFFICE (MS. GIGLIELO)
D. BRECKENRIDGE HERITAGE ALLIANCE (MS. WOLFE)
E. WATER TASK FORCE (MR. DUDICK)
F. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)
G. BRECKENRIDGE EVENTS COMMITTEE (MS. LAWRENCE)

OTHER MATTERS

SCHEDULED MEETINGS

ADJOURNMENT

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.
CALL TO ORDER, ROLL CALL
Mayor Mamula called the meeting of July 11, 2017 to order at 7:00 pm. The following members answered roll call: Mr. Dudick, Mr. Bergeron, Ms. Lawrence, Ms. Wolfe, Ms. Gigliello, Mr. Burke and Mayor Mamula.

APPROVAL OF MINUTES - JUNE 27, 2017
With no changes or corrections to the meeting minutes of June 27, 2017, Mayor Mamula declared they would stand approved as submitted.

APPROVAL OF AGENDA
Mr. Holman stated that there will be a BTO update after citizen’s comment.

COMMUNICATIONS TO COUNCIL
Mayor Mamula formally thanked all of the organizations who helped out with the fire this week.

A. Citizen’s Comment - (Non-Agenda Items ONLY: 3-minute limit please)
Teri Sweetin & Dale Kesler stated that they are here to represent Warriors Mark West. They would like to suggest a new ordinance to clean up Warrior Mark West to have rules accounting for storage of boats, trailers, wood, etc. Mayor Mamula stated that they will speak to staff and see what is going on in the neighborhood. Mr. Holman stated that Chief McLaughlin was just made aware of the situation in Warriors Mark and that there are parts of code that help to address some of these issues.

Mr. David Hirschorn introduced himself as owner and operator of 453-TAXI. He stated that he is here to inform the Town of Breckenridge of illegal activates happening in the transportation world. He described the way that Vail licenses their transportation. He believes that there should be a rule where the headlights of the cars cannot shine down the street when parked and that we should not allow U-turns anymore for the safety of people in town.

Mr. Doug Girly, president of Summit Youth Hockey, stated that they are here to thank the council for the roof over the outdoor rink. They are now able to get more kids out there and hold more practices. Mr. Wren Arbuthnot, assistant director of Summit Youth Hockey, stated that they are starting another Junior hockey team, the Breckenridge Bolts. They will run the games directly in house as an extension of the youth program. The first games are scheduled October 6 – October 8, 2017.

Mr. Brian Raitman, owner of Raitman Art Galleries, stated that there has been a guy popping up everyday painting on the sidewalk and he is not sure if he is licensed. The man sells his art on the sidewalk every day.

B. Breckenridge Tourism Update
Ms. Lucy Kay, Director of the BTO, stated that the summer occupancy is down 10% to last year. Our occupancy seems to be lower than some of our competitors. July occupancy is down 14% and is going to be further compromised with the fire this past week. Ms. Kay stated that they are concerned about the decline.

CONTINUED BUSINESS
A. Second Reading of Council Bills, Series 2017 - Public Hearings
NEW BUSINESS
A. First Reading of Council Bills, Series 2017 - Public Hearings
   1. COUNCIL BILL NO. 22, SERIES 2017 - AN ORDINANCE AMENDMENT CONCERNING AUTHORITY TO ENFORCE PARKING REGULATIONS
      Mr. Tim Berry stated that the Town of Breckenridge is about to adopt an ordinance to bring in a parking enforcement operator. Mr. Bergeron stated that he hopes to be able to find positions for the CSO's that will be displaced because of this. Chief McLaughlin stated that they have a pretty good plan in place.
      Mayor Mamula opened the public hearing. There were no comments and the hearing was closed.
      Mr. Bergeron moved to approve COUNCIL BILL NO. 22, SERIES 2017 - AN ORDINANCE AMENDMENT CONCERNING AUTHORITY TO ENFORCE PARKING REGULATIONS. Mr. Burke seconded the motion.
      The motion passed 7 – 0.

B. Resolutions, Series 2017

C. Other

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

REPORT OF TOWN MANAGER AND STAFF
Mr. Holman stated that Interstate Parking is the company that we are entering into the agreement with for parking. They are currently running Beaver Run and are in negotiations with the Ski Area. The hope is that this will be a seamless parking company for the Town.
Mr. Bergeron stated that he hopes the new parking company conveys that they are our ambassadors to the Town. Ms. Gigliello stated that they could go through the One Breckenridge training.

REPORT OF MAYOR AND COUNCILMEMBERS
A. Cast/MMC (Mayor Mamula)
   Mayor Mamula stated that they spoke with Sarah Vain about what happened with SC Alerts. They also discussed the affordable housing covenants and restrictions. Silverthorne and the County are interested in doing the affordable housing the same way that we are.

B. Breckenridge Open Space Advisory Committee (Mr. Bergeron)
   Mr. Bergeron stated there was no report.

C. Breckenridge Tourism Office (Ms. Gigliello)
   Ms. Gigliello stated there was no report.

D. Breckenridge Heritage Alliance (Ms. Wolfe)
   Ms. Wolfe stated two new people are joining the board and possibly a third. They feel like it is time to get some new blood on the board and to bring the Heritage Alliance to another level.

E. Water Task Force (Mr. Dudick)
   Mr. Dudick stated there was no report.

F. Breckenridge Creative Arts (Ms. Lawrence)
Ms. Lawrence stated they will have something coming to Town Council to discuss the use of the Riverwalk Lawn, Blue River Plaza and Son’s of Norway Park.

OTHER MATTERS

Mr. Burke inquired as to if the Town has ever considered painting lines on the street where the cars should park. Chief McLaughlin stated the problem is that the street is covered in snow for most of the season.

Mayor Mamula stated that he has heard the horse and carriage is for sale.

Ms. Gigliello inquired as to why Lyft and Uber don’t have business licenses. Mr. Brian Waldes, Finance Director, stated we believe that they should be licensed but have gotten pushback from them.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:47 pm. Submitted by Taryn Power, Deputy Town Clerk.

ATTEST:

Helen Cospolich, Town Clerk                        Eric S. Mamula, Mayor
MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 22 (Parking Enforcement Operator)

DATE: July 19, 2017 (for July 25th meeting)

The second reading of the ordinance amending the Town Code concerning the enforcement of the Town’s parking laws by the new Parking Enforcement Operator is scheduled for your meeting on July 25th. There are no changes proposed to ordinance from first reading.

I will be happy to discuss this matter with you on Tuesday.
AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING THE AUTHORITY OF THE TOWN’S PARKING ENFORCEMENT OPERATOR TO ENFORCE THE TOWN’S LAWS CONCERNING THE PARKING OF MOTOR VEHICLES

WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes local authorities to adopt by reference a model traffic code embodying the rules of the road and vehicle requirements set forth in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in Section 42-4-111, C.R.S.; and

WHEREAS, the Town of Breckenridge has adopted (and amended) the Model Traffic Code For Colorado, 2010 edition, as the Traffic Code for the Town; and

WHEREAS, the Town Council finds, determines, and declares that the Model Traffic Code For Colorado, 2010 edition, as previously adopted (and amended) by the Town should be further amended as set forth in this ordinance.

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

Section 1. Section 7-1-2 of the Breckenridge Town Code is amended to include the following amendment to list of additional definitions to the Model Traffic Code For Colorado, 2010 edition, in Appendix I (Definitions) of the adopted code:

(69.1) “Parking Enforcement Operator” means a person under contract to the Town whose duties include, but are not limited to, enforcement of certain of the Town’s laws concerning the parking of motor vehicles. The term “parking enforcement operator” includes any employee of the Town’s parking enforcement operator acting within the course and scope of his or her employment.

Section 2. Section 7-1-2 of the Breckenridge Town Code is amended to include the following amendments to Section 1204 of the Model Traffic Code For Colorado, 2010 edition:

Section 1204 of the adopted code is amended as follows:
The introductory portion of Section 1204(1) is amended to read as follows:

(1) Except as otherwise provided in subsection (4) of this section, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, the parking enforcement operator, or an official traffic control device, in any of the following places:

The introductory portion of Section 1204(2) is amended to read as follows:

(2) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsection (1) of this section, no person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, the parking enforcement operator, or an official traffic control device, in any of the following places:

The introductory portion of Section 1204(3) is amended to read as follows:

(3) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsections (1) and (2) of this section, no person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, the parking enforcement operator, or an official traffic control device, in any of the following places:

Section 3. That portion of Section 7-1-2 of the Breckenridge Town Code that pertains to Section 1718 of the Town’s Model Traffic Code is amended to read as follows:


A. Whenever any motor vehicle is found parked or stopped in violation of any of the restrictions imposed by this code, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user if the driver of the vehicle is not present, and shall conspicuously affix to such vehicle a penalty assessment notice directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

B. (1) The Town’s parking enforcement operator shall have the power to enforce all of the restrictions imposed by Part 12 of the Town’s Model Traffic Code (concerning the parking of motor vehicles) as adopted by reference and amended in Chapter 1 of Title 7 of this Code, except for Section 1208 of the Town’s Model Traffic Code concerning parking privileges for persons with disabilities, which the Town’s parking enforcement operator is not authorized to enforce.
(2) Whenever any motor vehicle is found parked or stopped in violation of any of the restrictions imposed by this code that the parking enforcement operator is authorized to enforce pursuant to subsection (1) of this section, the parking enforcement operator shall take such vehicle’s registration number and may take any other information displayed on the vehicle which may identify its user if the driver of the vehicle is not present, and shall conspicuously affix to such vehicle a penalty assessment notice directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

Section 4. Section 1-8-12 of the Breckenridge Town Code is amended by the addition of a new Section J.5, which shall read as follows:

J.5 Parking Enforcement Operator: The Town’s parking enforcement operator as defined in the Town’s Model Traffic Code shall have the power to enforce all of the restrictions imposed by Part 12 of the Town’s Model Traffic Code (concerning the parking of motor vehicles) adopted by reference and amended in Chapter 1 of Title 7 of this Code, except for Section 1208 of the Town’s Model Traffic Code concerning parking privileges for persons with disabilities, which the Town’s parking enforcement operator is not authorized to enforce. As to any section of the Town’s Model Traffic Code that the parking enforcement operator is authorized to enforce, the parking enforcement operator is authorized to issue penalty assessment notices to violators of such laws. Such powers include, but are not limited to, the power to affix a penalty assessment notice as described in Section 1718B of the Town’s Model Traffic Code.

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

Section 6. The Town Council hereby finds, determines and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants thereof.

Section 7. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to: (i) Section 42-4-110(1), C.R.S.; (ii) Section 42-4-111(1)(a), C.R.S.; (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv) Section 31-15-401, C.R.S. (concerning municipal police powers); (v) the authority granted to home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers contained in the Breckenridge Town Charter.

Section 8. This ordinance shall be published as provided by Section 5.9 of the Breckenridge Town Charter.
Section 9. The ordinance shall not become effective with respect to any state highway located within the corporate limits of the Town of Breckenridge until it has been approved by the Colorado Department of Transportation pursuant to Sections 42-4-110(1)(e) and 43-2-135(1)(g), C.R.S.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of ______, 2017. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of ____ , 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: ______________________________
Eric S. Mamula, Mayor

ATTEST:

_________________________
Helen Cospolich, CMC,
Town Clerk
The purpose of this memo is to explain the need for the attached resolution approving a lease agreement for the new golf cart GPS units.

**Background**

For the 2017 budget, Council approved the purchase of GPS units for the new carts at the golf course. This purchase will take the structure of a capital lease. That lease agreement is attached to this memo for your review.

**Next Steps**

The vendor, PNC Equipment Finance, has requested a resolution be approved by Council to affect the lease of the units. That resolution is also attached.

Staff has reviewed the lease agreement and the resolution with our Town Attorney, and we request the Council approve the resolution.
FOR WORKSESSION/ADOPTION – JULY 25

RESOLUTION NO. ____

Series 2017

A RESOLUTION APPROVING A LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC
(Lease Number 205913000)

Amount $169,292.16

WHEREAS, the Town of Breckenridge (“Lessee”) is a home rule municipal corporation organized and existing under Article XX of the Colorado Constitution, and is authorized by the laws of the State to purchase, acquire, and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the Town Council of the Town of Breckenridge is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easements necessary to the functions or operations of the Lessee and

WHEREAS, the Town Council hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules (“Leases”) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases.

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

Section 1. Either one of the Mayor or the Town Manager of the Town of Breckenridge (each an “Authorized Representative”) acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Town Council, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the
Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. Financial obligations of the Lessee under the Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. In the event sufficient funds shall not be made available, the Lease may be terminated by either party without penalty. The Lessee’s obligations under the Lease shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”) during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution is effective upon adoption.

Section 7. Minor changes to or amendments of the approved Leases may be made by the Town Manager if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect the consideration to be received or paid by the Town pursuant to the approved Leases, or the essential elements of the approved Leases.

RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2017.

TOWN OF BRECKENRIDGE

By: ____________________________________________
    Eric S. Mamula, Mayor

ATTEST:

____________________________________
Helen Cospolich, CMC,
Town Clerk
APPROVED IN FORM

_____________________________
Town Attorney  Date

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Rick Holman
Town Manager
Signature

_____________________________

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Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- **Lease – Purchase Agreement** – Please have the Authorized Signor execute the documents and provide their title.
- **Opinion of Counsel** – Please have your attorney sign and provide the name of the law firm, if applicable.
- **Certificate of Acceptance** – At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.
- **Schedule of Payments** – Please sign and provide the title of the signor.
- **Resolution-Certificate of Incumbency** – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. The persons who validate the signature should not sign the Lease Agreement. The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- **Insurance Request Form** – Fill in your insurer’s information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- **Customer Information Form** – Please complete and return.
- **Notification of Tax Treatment** – Please complete and return.
- **Sales Tax Exemption Certificate** – Please return a copy with the documents.
- **IRS Form 8038-G** – Please sign, date and include the title of the signor.
- **$1.00 Buyout Amendment** – Please sign, Print Name and Title in the lower left hand corner of the page.
- **Security Agreement** – Please complete and return.
- **Copy of Vendor Invoices** – Vendor should send invoices directly to PNC with “Ship To” and “Bill To” in Lessee’s name.
- **Minutes of Governing Body** (approving the purchase & finance of equipment) – Please return a copy with the documents.
- **Invoice for payment** – Please send your check in the amount of $7,699.32 made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Christy Dole 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

**PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.**

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by July 15, 2017. If you have any questions please contact Christy Dole at 513-455-9530, or Jordan Furnish at 513-455-9464.

Sincerely,

Jordan Furnish
Documentation Specialist
TERMS AND CONDITIONS

1. LEASE. Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the “Equipment”) described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.

2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee’s responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

3. RENT. Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee’s Rent payments are due in Advance, Lessee’s first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor’s acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee’s obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

4. NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee’s fiscal year, Lessee’s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.

5. UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

6. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN “AS IS” CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE’S OWN JUDGMENT. LESSOR HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT’S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee’s warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

7. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee’s obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee’s interest in the
Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

7. USE, MAINTENANCE AND REPAIR. Lessee will not move the Equipment from the Equipment Location without Lessor’s advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment’s existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer’s certification and/or standard full service maintenance contract. At Lessor’s own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. TAXES. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor’s net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.

9. INDEMNITY. Lessor is not responsible for any injuries, damages, penalties, claims or losses, incurring legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.

10. IDENTIFICATION. Lessor authorizes Lessor to insert or correct missing information on this Lease, including Lessee’s official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessor will attach to the Equipment any name plates or stickers Lessor provides Lessee.

11. LOSS OR DAMAGE. Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor’s option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer’s certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee’s obligations under Section 14 of this Lease.

12. INSURANCE. Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to notify Lessee if Lessor’s insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor’s request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor’s request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor’s interest in the Equipment at Lessee’s expense. Lessor will pay all insurance premiums and related charges.

13. DEFAULT. Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor’s affiliates).

14. REMEDIES. Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the “Net Book Value”) and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessee does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessor will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days’ advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor’s rights against Lessee, including attorney’s fees, and (c) that Lessor will retain all of Lessor’s rights against Lessee even if Lessee does not choose to enforce them at the time of Lessee’s default.

15. LESSEE’S OPTION AT END OF LEASE. Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for $1.00 (plus all sales and other applicable taxes).

16. RETURN OF EQUIPMENT. If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carrier(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer’s recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in “Average Saleable Condition.” “Average Saleable Condition” means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

17. LESSEE’S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee’s obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the “Documents”); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee’s governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee’s authority and shall be used during the Lease term.
Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee’s annual budget any funds required to fulfill Lessee’s obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee’s obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee’s tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee’s current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessee’s gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the “Code”); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee’s financial condition.

18. LESSEE’S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor’s rights in the Equipment and to meet Lessee’s obligations under this Lease.

19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate. Upon Lessor’s reasonable request and at Lessee’s cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.

20. ASSIGNMENT BY LESSOR. This Lease, and the rights and obligations of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment of reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor’s assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.

21. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. Lessee agrees that Lessor can, but does not have to, take on Lessee’s behalf any action which Lessee fails to take as required by this Lease, and Lessor’s expenses will be in addition to that of the Rent which Lessee owes Lessee. If Lessee receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days’ prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments due then (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment “as is, where is,” without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

22. AGREED LEASE RATE FACTOR. Lessee understands that the Equipment may be purchased for cash (the “Equipment Cost”) or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee’s payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.

23. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. THIS LEASE IS A “FINANCE LEASE” AS DEFINED IN ARTICIE 2A OF THE UNIFORM COMMERCIAL CODE. Lessee authorizes Lessor (or Lessor’s agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor’s documentation and investigation costs.

24. NOTICES. All of Lessee’s written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor’s address stated in this Lease, or by facsimile transmission to Lessor’s facsimile telephone number, with oral confirmation of receipt. All of Lessor’s notices to Lessee may be sent first class mail, postage prepaid, to Lessee’s address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceedings of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: “Compliance Authority” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Department of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; “Covered Entity” means Lessee, its affiliates and subsidiaries and direct and indirect owners; “Sanctioned Country” means a country subject to a sanctions program maintained by any Compliance Authority; and “Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. **WAIVERS.** LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee’s rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee’s possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor’s damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor’s rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a “Qualified Tax-Exempt Obligation” for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than $10,000,000 of tax-exempt obligations during the current calendar year as “Qualified Tax-Exempt Obligation”; Lessee reasonably expects to issue no more than $10,000,000 of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as “Qualified Tax-Exempt Obligations” includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

29. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

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**OPINION OF COUNSEL**

I have acted as counsel to the above-referenced Lessee (the “Lessee”) with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the “Lease”), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors’ rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Colorado.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: ______________________________
Print Name: __________________________
Law firm: ____________________________

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**IMPORTANT:** READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE’S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

---

Town of Breckenridge
("Lessee")

X

Authorized Signature

Print Name: __________________________
Title: ________________________________
Date: ________________________________

150 Ski Hill Road
Breckenridge, CO 80424

---

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

Print Name: __________________________
Title: ________________________________

995 Dalton Ave.
Cincinnati OH 45203
CERTIFICATE OF ACCEPTANCE

Lease Number: 205913000

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<td>(108) TKV 10EX GPS Systems</td>
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Security Interest in (108) owned E-Z-Go Golf Vehicles upon which GPS Units are to be installed Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

☐ or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement (“Lease”);
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _________________, 20__ (the “Acceptance Date”), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee’s purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee’s statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ___ DAY OF _____________________, 20__.

Town of Breckenridge
(“Lessee”)

X

Authorized Signature

Print Name

Title:

Date

150 Ski Hill Road
Breckenridge, CO  80424
SCHEDULE OF PAYMENTS
Lease Number 205913000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of June 8, 2017 by and between PNC Equipment Finance, LLC, as Lessor, and Town of Breckenridge, as Lessee.

Rent payments are payable as follows:

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<td>$245.26</td>
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<td>214.27-$</td>
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<td>$215.16</td>
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<td>32</td>
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<tr>
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<td>---</td>
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</tr>
<tr>
<td>38</td>
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<td>39</td>
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<td>$31.88</td>
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</tr>
</tbody>
</table>

*As provided in Section 21 of the Lease-Purchase Agreement.

**Town of Breckenridge**
("Lessee")

X

Authorized Signature

Print Name

Title:

150 Ski Hill Road
Breckenridge, CO 80424

**PNC Equipment Finance, LLC**
("Lessor")

By: ________________________________

Title: ________________________________

995 Dalton Ave.
Cincinnati, OH 45203
RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 205913000

Lessee: Town of Breckenridge

Amount $169,292.16

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth (the “State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules (“Leases”) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _______________________ OR _______________________ (each an “Authorized Representative”) acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”) during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>________________</td>
<td>__________</td>
</tr>
</tbody>
</table>

ADOPTED AND APPROVED on this ________________, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Town of Breckenridge

Signature of Secretary/Clerk of Lessee

Print Name: ______________________
Official Title: ____________________
Date: ____________________________

[SEAL]
INVOICE

INVOICE #205913000  
Customer #1196692

INVOICE DATE  
6/8/2017

DUE DATE  
Upon Receipt

Bill To:  
Town of Breckenridge  
150 Ski Hill Road  
Breckenridge, CO 80424

Remit To:  
PNC Equipment Finance, LLC  
Attn: Lease Servicing/Set-Up Processing  
995 Dalton Avenue  
Cincinnati, OH 45203

INVOICE

Lease No. 205913000

Initial Charges:

Monthly Rent - 1st Month  $7,699.32

Sales Tax – Please submit Exemption Certificate  Exempt

PAY THIS AMOUNT  $7,699.32
AMENDMENT TO LEASE #205913000

This Amendment ("Amendment"), dated and effective as of the 8th day of June 2017, supplements and is made a part of Lease #205913000 ("Lease") between Town of Breckenridge ("Lessee") and PNC Equipment Finance, LLC ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree to amend the Lease as follows:

Lessor hereby acknowledges that Lessee shall purchase the equipment ("Equipment") described in Lease #205913000 for one dollar ($1.00) at lease expiration. In order to exercise the $1.00 buyout, Lessee must not be in default under any of the provisions of the Lease.

Lessee shall file as the owner of the Equipment for the payment of personal property tax and shall report the Equipment as owned equipment on Lessee’s business property tax return. Lessee shall promptly pay in full for all property taxes levied on or assessed against the Equipment listed on Lease #205913000 during the initial term and all renewals and extensions. Lessee shall provide proof of said filing or payment to Lessor upon request.

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed as of the date written above.

Town of Breckenridge

Authorized Signature

Printed Name

Title

PNC Equipment Finance, LLC

Authorized Signature

Printed Name

Title
SECURITY AGREEMENT

Town of Breckenridge

Town of Breckenridge ("Lessee"), whose address is 150 Ski Hill Road P.O. Box 168, Breckenridge, CO, 80424, and PNC Equipment Finance, LLC ("Lessor"), whose address is 955 Dalton Avenue, Cincinnati, Ohio 45203, hereby agree as follows effective as of June 8, 2017.

(1) As security for the payment of all indebtedness ("Indebtedness") of the Lessee to the Lessor, hereunder and under a Lease# 205913000 (the "Lease") in the original principal amount of $169,292.16, dated June 8, 2017, and payable by the Lessee to the Lessor, the Lessee hereby grants to the Lessor a security interest in all the Lessee's right, title, and interest in and to property ("Collateral") consisting of the equipment ("Equipment") described in Schedule A attached hereto.

(2) The Lessee warrants and agrees that (i) it has good title to the Equipment, free of all liens and claims, (ii) it has the power and authority to, and does hereby convey to the Lessor, a valid and perfected first security interest in the Equipment as security for the obligations of the Lessee hereunder and under the Lease; (iii) this Agreement, the Master Guarantee, and the Lease are valid and are enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability generally of the rights of creditors or lessors; (iv) there are and will be no setoffs, counter-claims or defenses on the part of the Lessee with respect to the obligations of the Lessee to make Lease Payments; (v) the Equipment has been delivered to and accepted by the Lessee and will be kept at the Lessee’s address set forth in the Lease hereto unless the Lessor otherwise consents in writing; (vi) it has delivered to the Lessor a fully executed copy of the Lease; (vii) it will not sell, transfer, lease (otherwise than pursuant to the Lease described herein), or assign its rights to the Lease or other Collateral, or grant or permit a security interest in or lien upon any thereof, to any person other than the Lessor, and it will deliver to the Lessor a release or subordination of any security interest heretofore granted in the Collateral to any other person; (viii) it will execute such financing statements, in connection herewith, as the Lessor may reasonably request; (ix) it will not waive, amend or modify any provision of the Lease without the prior consent of the Lessor; (x) that to the best of Lessee's knowledge, Lessee has not previously been, and currently is not, in default under the Lease; (xi) except to the extent performed by Lessee, it will collect, prepare and file all tax returns necessary or advisable and pay promptly and within the time they can be paid without interest or penalty, all taxes, assessments and similar charges with respect to the Lease and the Equipment, which are now or hereafter may become a lien, charge or encumbrance upon the Equipment or the Lease, except to the extent contested in good faith by the Lessee and bonded or secured satisfactorily to the Lessor, (xii) it is a corporation duly organized and validly existing under the laws of Colorado, with its chief executive office and principal place of business located at 150 Ski Hill Road P.O. Box 168, Breckenridge, CO, 80424; (xiii) there is no litigation or governmental proceeding pending or threatened against Lessee or any Collateral which could materially adversely affect the value of the Collateral or the business or financial condition of Lessee; (xiv) it will notify Lessor promptly upon actual knowledge by any of its officers or employees of any default by Lessee under the Lease; (xv) in the event of loss or damage to the Equipment of which it has knowledge, it will promptly send written notice thereof to Lessor; (xvi) it will give Lessor at lease thirty (30) days’ prior written notice of any change in location of its principal place of business, chief executive office or the place at which its books and records are kept from their current locations.
(3) Risk of loss of, damage to, or destruction of the Equipment will be borne by the Lessee and the Lessee will insure or cause the Lessee to insure the Equipment against such risks as are to be borne by it in each case in an amount not less than the aggregate amount of the Lease Payments due from and after the date on which such risk might occur with such companies and under such policies and in such form as shall be satisfactory to the Lessor. All policies for such insurance will contain loss payable clauses in favor of the Lessee and the Lessor as their respective interests may appear, and shall not be subject to termination or cancellation without ten (10) days prior written notice to the Lessor. The certificate of insurance or other reasonable evidence thereof shall be deposited with the Lessor as the Lessor may request from time to time. The Lessee hereby assigns and sets over unto the Lessor all monies which may become payable on account of any such insurance and directs the insurers to pay the Lessor any amounts so due.

(4) If (i) the Lessee defaults in the payment of any amount payable under the Lease for more than five days after the Lessor has given notice of such default to the Lessee, (ii) the Lessee defaults in the payment or performance of any other obligation of the Lessee hereunder or under the Lease for more than fifteen days after the Lessor has given notice of such default to the Lessee, (iii) any representation or warranty made herein by the Lessee proves to have been false or misleading in any material respect as of the date hereof and is not cured within fifteen days after the Lessor has given notice of the Lessee thereof, (iv) the Lessee becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver for it or any of its property, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the Lessee, and if instituted against it shall be consented to or acquiesced in by it or shall not be dismissed within a period of sixty days, or (v) an Event or Default (as described in the Lease) occurs under the Lease, then, if any event described in the above clauses (i) through (v) is continuing, the Lessor may at its option declare the Lease to be due and payable, whereupon the unpaid amounts on the Lease will become immediately due and payable and the Lessor may exercise all rights and remedies (not inconsistent with the terms of the Lease, the Lease, the Guarantee or this Agreement) with respect to the collateral, available to it under applicable law. The Lessor will be entitled to obtain reimbursement for all reasonable costs, attorneys' fees and legal expenses incurred by it in exercising such rights and remedies. The Lessor agrees to pay forthwith to the Lessee any surplus remaining from the Collateral after payment of all indebtedness.

(5) Notwithstanding any other provisions of this Agreement, the Lessor agrees that (i) its security interest and rights hereunder are subject to the rights of the Lessee under the Lease, and (ii) the Lessee has and will have no corporate liability or obligation with respect to payment of the Indebtedness, which is payable solely from proceeds received by the Lessor from the Lessor's right, title and interest in and to the Collateral, except that the Lessee will have personal responsibility for any loss or liability of the Lessor arising out of a breach of the Lessee's representations, warranties or agreements herein (except only its agreement to pay principal and interest on the Lease) and the payment thereof will not be limited to the proceeds from the Collateral.

(6) This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws principles. Lessee hereby irrevocably consents to the exclusive jurisdiction of any state or federal court within the Commonwealth of Pennsylvania; provided that nothing contained in this Agreement will prevent Lessor from bringing any action, enforcing any award or judgment or exercising any rights against Lessee individually, against any security or against any of Lessee's property within any other county, state or other foreign or domestic jurisdiction. Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and
valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under such law, such provision will be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any notice required or given hereunder will be deemed properly given seven business days after mailed, postage prepaid, addressed to the designated recipient at its address set forth herein or such other address as such party may advise the other party by notice given in accordance with this provision.

(7) This Agreement will be binding upon, and shall inure to the benefit of, the successors and assigns of the Lessee and the Lessor, provided, however, that the Lessee shall not assign any of its right, title and interest in and to the Lease and the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld, and shall not assign any of its obligations hereunder. The Lessor agrees that, in the event of any transfer by it of the Lease, it will endorse thereon a notation as to the portion of the principal of the Lease which has been paid at the time of such transfer and as to the date to which interest has been paid last thereon.

IN WITNESS WHEREOF, the Lessee and the Lessor have duly executed and delivered this Agreement as of the day and year first above written.

Lessee:  Lessor:

Town of Breckenridge  PNC Equipment Finance, LLC

By: __________________________  By: __________________________

Title: __________________________  Title: __________________________

Date: __________________________  Date: __________________________
## SECURITY AGREEMENT
**Schedule A**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>108</td>
<td>Security Interest in (108) owned E-Z-Go Golf Vehicles upon which GPS Units are to be installed</td>
</tr>
</tbody>
</table>
### Part I Reporting Authority

<table>
<thead>
<tr>
<th>Issuer’s name</th>
<th>Town of Breckenridge</th>
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<tbody>
<tr>
<td>1</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name (other than issuer) with whom the IRS may communicate about this return (see instructions)</th>
<th>Telephone number of other person shown on 3a</th>
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</thead>
<tbody>
<tr>
<td>3a</td>
<td>3b</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number and street (or P.O. box if mail is not delivered to street address)</th>
<th>Room/suite</th>
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</thead>
<tbody>
<tr>
<td>4</td>
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<table>
<thead>
<tr>
<th>City, town, or post office, state, and ZIP code</th>
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<tbody>
<tr>
<td>6</td>
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</table>

<table>
<thead>
<tr>
<th>Name of issue</th>
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<tbody>
<tr>
<td>8</td>
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<table>
<thead>
<tr>
<th>Lease Number</th>
<th>205913000</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)</th>
<th>Telephone number of officer or other employee shown on 10a</th>
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</thead>
<tbody>
<tr>
<td>10a</td>
<td>10b</td>
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</table>

### Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

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<thead>
<tr>
<th>Education</th>
<th>$169,292.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and hospital</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Transportation</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Public safety</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Environment (including sewage bonds)</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Housing</td>
<td>$169,292.16</td>
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<tr>
<td>Utilities</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Other</td>
<td>$169,292.16</td>
</tr>
</tbody>
</table>

### Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

<table>
<thead>
<tr>
<th>Final maturity date</th>
<th>Issue price</th>
<th>Stated redemption price at maturity</th>
<th>Weighted average maturity</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
</tr>
<tr>
<td>21</td>
<td>$169,292.16</td>
<td>$169,292.16</td>
<td>4 years</td>
<td>%</td>
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</tbody>
</table>

### Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

<table>
<thead>
<tr>
<th>Proceeds used for accrued interest</th>
<th>$169,292.16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Proceeds used for bond issuance costs (including underwriters' discount)</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Proceeds used for credit enhancement</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Proceeds used to currently refund prior issues</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Proceeds used to advance refund prior issues</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Total (add lines 24 through 28)</td>
<td>$169,292.16</td>
</tr>
<tr>
<td>Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
<td>$169,292.16</td>
</tr>
</tbody>
</table>

### Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

| Enter the remaining weighted average maturity of the bonds to be currently refunded | years |
| Enter the remaining weighted average maturity of the bonds to be advance refunded | years |
| Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) | years |

For Paperwork Reduction Act Notice, see separate instructions.
Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5).

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions).

36b Enter the final maturity date of the GIC.

36c Enter the name of the GIC provider.

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units.

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:

38b Enter the date of the master pool obligation.

38c Enter the EIN of the issuer of the master pool obligation.

38d Enter the name of the issuer of the master pool obligation.

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.

41a If the issuer has identified a hedge, check here and enter the following information:

41b Name of hedge provider.

41c Type of hedge.

41d Term of hedge.

42 If the issuer has superintegrated the hedge, check box.

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.

44 If the issuer has established written procedures to monitor the requirements of section 148, check box.

45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement.

45b Enter the date the official intent was adopted.

Signature and Consent
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS’s disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.

Paid Preparer Use Only
Print/Type preparer’s name
Preparer’s signature
Date
Check if self-employed
PTIN
Firm’s name
Firm’s EIN
Firm’s address
Phone no.
AMENDMENT TO LEASE-PURCHASE AGREEMENT

This Amendment ("Amendment"), dated and effective as of the 17th day of July, 2017, is to that certain Lease-Purchase Agreement dated June 8, 2017 (the "Lease") between Town of Breckenridge, with its principal place of business at 150 Ski Hill Road ("Lessee"), and PNC Equipment Finance, LLC, with an address at 995 Dalton Avenue, Cincinnati, OH 45203 ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

NON-APPROPRIATION OF FUNDS The last sentence in the section titled "NON-APPROPRIATION OF FUNDS" is amended to: “At least 30 days prior to the end of Lessee’s fiscal year, Lessee’s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, and (b) Lessee has exhausted all funds legally available for the payment of Rent.”

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

TOWN OF BRECKENRIDGE

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<th>Authorized Signature</th>
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<tr>
<td>Printed Name</td>
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PNC EQUIPMENT FINANCE, LLC

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MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: July 19, 2017


DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 18, 2017:

CLASS C APPLICATIONS: None.

CLASS B APPLICATIONS:
1) Gold Pan Saloon Landmarking, PL-2017-0229, 103 N. Main Street.
A proposal to designate the Gold Pan Bar and Restaurant as a Landmark per Town Code section 9-11-3,
Designation of Landmarks, Landmark Sites, Historic Districts and Cultural Landscape Districts. Approved.

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.
PLANNING COMMISSION MEETING
The meeting was called to order at 5:30 pm by Chair Leidal.

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

APPROVAL OF MINUTES
Mr. Giller - Page 2, second quote “looks like the windows”, make reference to code equivalency.

With those changes, the July 5, 2017, Planning Commission Minutes were approved.

APPROVAL OF AGENDA
With no changes, the July 18, 2017, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:
- No Comments

CONSENT CALENDAR:
1) Highlands at Breckenridge Parcel A Open Space Wildfire Mitigation (CL), PL-2017-0299, 200 Highlands Drive.

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

TOWN COUNCIL REPORT:
Mr. Grosshuesch presented:
- No planning commission decisions called up.
- Legislative review - town will hire out parking enforcement. A report shows that paid parking has worked and is freeing up parking space.
- Reviewing new cardio equipment at the recreation center.
- Housing – Looking at standardized covenant including price acceleration for resale and realtor fees that are built back into the selling price. There were no final decisions, just discussion.
- Gondola study review. Reviewed the recommendation for alignment of the surface gondola and cost. The gondola would align from the Block 11 parcel through the elementary school then behind the recreation center. There will be stop at the recreation center, the elementary school, City Market and the Gondola lot. It could continue south to Blue River Plaza and F lot then up to the ice arena. The alignment from the Gondola to the satellite parking is public ownership and relatively unobstructed. Gondola to F lot is also relatively free of obstruction. F lot south to the ice arena is tricky. There are private properties and one building that make the alignment difficult. The consultant did not support that portion of the alignment. Also, it ends at a wetlands and away from the ice rink parking lot. The discussion will continue at the next council meeting. Estimated cost for the project ranges from 31 to 52 million. The standard for gondola clearance is about 25 ft above ground. A gondola can only be turned 3 degrees without a turn station and the cost of each turn station is about $2 million.
- Mr. Truckey – The 100% Renewable Energy Task Force has proposed that the Town Council adopt a goal to attain 100% renewable energy sources for town facilities by 2025 and 100% for the entire
town by 2035. We will be working with Xcel energy to provide more renewable options in order to reach the town goal by 2035 rather than relying on the individual residents.

- An RFP is out for developers for the next housing project. RFP is on hold until we get the master plan for the property to Town Council. The McCain master plan will be coming to the planning commission as well. In question is where the parking is located. There are flood plain issues and soil issue that we are still working on. Should be resolved by mid-August.

Commissioner Questions / Comments:
No Comments.

PRELIMINARY HEARINGS:
1) Gold Pan Saloon Landmarking (CL), PL-2017-0229, 103 N. Main Street. Mr. LaChance presented a proposal to designate the Gold Pan Bar and Restaurant building as a Landmark, per Town Code section 9-11-3, Designation of Landmarks, Landmark Sites, Historic Districts and Cultural Landscape Districts. Staff had a question for the Planning Commission:

1. The existing covered walkway structure was added to the historic façade of the building in the late 1960’s, and currently encroaches into the Town Right-of-Way by approximately 7 ½ ft. If the Commission agrees that the building meets the Designation Criteria of Town Code section 9-11-4, does the Commission find that the building is eligible for designation as a Landmark with the existing covered walkway addition remaining intact?

Commissioner Questions / Comments:
Mr. Giller: Does the applicant want the walkway? (Mr. LaChance: Yes.)
Mr. Schuman: What is the precedence? (Mr. LaChance: I will have to refer that question to my colleagues who have been here longer than and could more experience with related precedence.) (Ms. Puester: The crepe cart would have been a development permit rather than a landmarking.) (Mr. Grosshuesch: The crepe cart was not permitted, they just built it there.)
Ms. Dudney: Is the covered walkway structure historical? (Mr. Grosshuesch: No, it was not constructed during the “Period of Significance.”) What is the reason for the landmarking? Is it to gain density? (Mr. LaChance: It would allow for free basement density.) (Ms. Sutterley: It does meet nation register requirements.) (Ms. Puester: It has not been sent for national referral.)
Mr. Giller: If it needs to be replaced are they grandfathered in to build a new one? (Mr. Grosshuesch: It would come down to a point analysis. If it is reversible, we are ok with it and it looks like this is reversible.)

Janet Sutterley, Architect presented: Ms. Sutterley presented a picture showing that the walkway may have been there in 1965. They did just rebuild the walkway 6 – 7 years ago so the structural reinforcement was just done. They do have a tenant that would like to use the entire basement. They would need to dig a basement without moving anything and there is a partial basement there now. (Ms. Dudney: Do you know if they will try to get a National Register designation?) I don’t think they will but a lot of that has to do with who the current owner is.

Commissioner Questions / Comments:
Mr. Lamb: No issues. It would be terrible if the walkway was lost. I support the project.
Ms. Dudney: I support
Mr. Giller: I support. The walkway is non-contributing and should be well documented as such.
Mr. Gerard: I support. The walkway is culturally and socially related to Breckenridge and should not be lost.
Ms. Leidal: I agree that the walkway discussion should be well documented. It does look reversible. I support the project.
Mr. Schuman: I support.
OTHER MATTERS:
1) Class C Subdivisions Approved Q2, 2017 (JP)

Commissioner Questions / Comments:
No questions.

2) Class D Majors Approved Q2, 2017 (JP)

Commissioner Questions / Comments:
No questions.

3) Review of Period of Significance: Town Buildings Constructed 1942 to 1967

Mr. Kulick: This was one of the first projects I worked on when I came to the Town. We looked at buildings constructed from 1942-1967 about ten years ago and will revisit those again. The Peak 7 and 8 buildings were not included because of the already approved changes to the area. Mr. Kulick showed pictures and presented a brief history of each building. Buildings 50 years or older could be included in the Town’s period of historic significance.

Commissioner Questions / Comments:
Mr. Shuman: I see no reason to change anything.
Mr. Giller: Thank you for the review. I don’t see anything significant.
Mr. Gerard: The presentation was interesting. I don’t think it dictates any changes.
Mr. Lamb: We are in a good place now. No changes are needed.
Ms. Dudney: No change.
Ms. Leidal: No change.

Mr. Grosshuesch: Regarding incentives to preserve, we could adapt landmarking as there are no regulatory aspects but it does allow for more density. We could extend design standards to these properties that could be either voluntary or mandatory. I think mandatory standards would be very controversial. You would need written guidelines of what you want to see.

Mr. Kulick: I believe most people that live in the Weisshorn neighborhood appreciate the diversity of its architecture. It is really the only area in Town that does not have rigid HOA design regulations. The differences in architecture give the neighborhood its charm.

Ms. Leidal: There are a handful of interesting buildings in the historic district. Would they have to follow our historic guidelines to be landmarked? (Mr. Grosshuesch: No because it is not a development application, just the landmarking criteria would be considered.)

Mr. Giller: Do you have an infill design manual? (Mr. Grosshuesch: Our Handbook of Design Standards for the Conservation District addresses this.) Other towns and city have more architectural focused guidelines. (Mr. Grosshuesch: There are hardly any vacant lots in the historic district so we are primarily talking about buildings constructed after 1942 being scraped.) (Mr. Kulick: The Handbook of Design does have very detailed guidelines for new construction in addition to restoration for each Character Area. It is very detailed, all the way down to materials, window shapes and ornamentation.)

No Public Comments.

ADJOURNMENT:
The meeting was adjourned at 6:38pm.
Ms. Leidal, Chair
## Scheduled Meetings

Shading indicates Council required attendance – others are optional

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

### July 2017

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
<th>Event</th>
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<tbody>
<tr>
<td>Friday, July 21, 2017</td>
<td>8:00am - 9:00am</td>
<td>Ice Rink</td>
<td>Coffee Talk</td>
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<tr>
<td>Tuesday, July 25, 2017</td>
<td>3:00pm / 7:00 pm</td>
<td>Town Hall Chambers</td>
<td>Second Meeting of the Month</td>
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### August 2017

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<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
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<tbody>
<tr>
<td>Tuesday, August 8, 2017</td>
<td>3:00pm / 7:00 pm</td>
<td>Town Hall Chambers</td>
<td>First Meeting of the Month</td>
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<tr>
<td>Friday, August 11, 2017</td>
<td>All Day</td>
<td>Throughout Breckenridge</td>
<td>CO Classic Bike Race</td>
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<tr>
<td>Tuesday, August 22, 2017</td>
<td>3:00pm / 7:00 pm</td>
<td>Town Hall Chambers</td>
<td>Second Meeting of the Month</td>
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<tr>
<td>Friday, August 25, 2017</td>
<td>5:30pm - 7:00pm</td>
<td>CMC</td>
<td>50th Anniversary Celebration</td>
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### Other Meetings

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<tr>
<td>July 24th, 2017</td>
<td>Open Space &amp; Trails Meeting</td>
<td>5:30pm</td>
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<tr>
<td>July 25th, 2017</td>
<td>Board of County Commissioners Meeting</td>
<td>1:30pm</td>
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<tr>
<td>July 26th, 2017</td>
<td>Summit Combined Housing Authority</td>
<td>9:00am</td>
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<td>July 27th, 2017</td>
<td>Breckenridge Tourism Office Board Meeting</td>
<td>8:30am</td>
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<td>Northwest Council of Governments</td>
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<td>RW&amp;B Board Meeting</td>
<td>3:00pm</td>
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<td>August - TBD</td>
<td>Breck Forward Task Force Meeting</td>
<td>8:00am</td>
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<td>August 1st, 2017</td>
<td>Police Advisory Committee</td>
<td>7:30am</td>
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<td>August 2nd, 2017</td>
<td>Breckenridge Events Committee</td>
<td>9:00am</td>
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<td>August 8th, 2017</td>
<td>Childcare Advisory Committee</td>
<td>3:00pm</td>
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<td>August 9th, 2017</td>
<td>Breckenridge Heritage Alliance</td>
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<td>August 10th, 2017</td>
<td>Upper Blue Sanitation District</td>
<td>5:30pm</td>
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<tr>
<td>August 15th, 2017</td>
<td>Liquor &amp; Marijuana Licensing Authority</td>
<td>9:00am</td>
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<tr>
<td>August 21st, 2017 - Tent</td>
<td>Open Space &amp; Trails Meeting</td>
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<tr>
<td>August 23rd, 2017</td>
<td>Summit Combined Housing Authority</td>
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<td>August 25th, 2017</td>
<td>CAST</td>
<td>7:45am</td>
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<tr>
<td>September 18th, 2017</td>
<td>Breckenridge Creative Arts</td>
<td>4:15pm</td>
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<tr>
<td>October 12th, 2017</td>
<td>I-70 Coalition</td>
<td>1:00pm</td>
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<tr>
<td>Late Oct./Early Nov.</td>
<td>QQ - Quality and Quantity - Water District</td>
<td>10:00am</td>
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