



**BRECKENRIDGE TOWN COUNCIL REGULAR MEETING**

Tuesday, November 26, 2013; 7:30 PM

Town Hall Auditorium

|             |  |           |
|-------------|--|-----------|
| <b>I</b>    | <b>CALL TO ORDER, ROLL CALL</b>  |           |
| <b>II</b>   | <b>APPROVAL OF MINUTES - NOVEMBER 12, 2013</b>   | <b>3</b>  |
| <b>III</b>  | <b>APPROVAL OF AGENDA</b>  |           |
| <b>IV</b>   | <b>COMMUNICATIONS TO COUNCIL</b>   |           |
|             | A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)  |           |
|             | B. BRECKENRIDGE RESORT CHAMBER UPDATE  |           |
|             | C. BRECKENRIDGE SKI RESORT UPDATE  |           |
| <b>V</b>    | <b>CONTINUED BUSINESS</b>  |           |
|             | A. SECOND READING OF COUNCIL BILLS, SERIES 2013 - PUBLIC HEARINGS  |           |
|             | 1. COUNCIL BILL NO. 42, SERIES 2013 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2014  | <b>7</b>  |
|             | 2. COUNCIL BILL NO. 43, SERIES 2013 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2014  | <b>12</b> |
|             | 3. COUNCIL BILL NO. 44, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (MCCAIN-ALPINE ROCK PARCELS)  | <b>15</b> |
|             | 4. COUNCIL BILL NO. 45, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (STILLSON SOLAR TRANSFORMER)  | <b>18</b> |
|             | 5. COUNCIL BILL NO. 46, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (PUBLIC WORKS YARD GAS AND ELECTRIC LINES)  | <b>20</b> |
| <b>VI</b>   | <b>NEW BUSINESS</b>  |           |
|             | A. FIRST READING OF COUNCIL BILLS, SERIES 2013   |           |
|             | 1. COUNCIL BILL NO. 47, SERIES 2013 - AN ORDINANCE RATIFYING THE CONVEYANCE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY; AND AUTHORIZING THE GRANTING OF AN EASEMENT (PART OF PARCEL A-1, SWANS NEST SUBDIVISION - TIGER RUN OWNERS ASSOCIATION) | <b>22</b> |
|             | B. RESOLUTIONS, SERIES 2013  |           |
|             | 1. RESOLUTION NO. 15, SERIES 2013 - A RESOLUTION ADOPTING THE 2014 BUDGET AND MAKING APPROPRIATIONS THEREFOR   | <b>55</b> |
|             | C. OTHER   |           |
| <b>VII</b>  | <b>PLANNING MATTERS</b>  |           |
|             | A. PLANNING COMMISSION DECISIONS   | <b>57</b> |
|             | B. PLANNING COMMISSION REPORT (MS. MCATAMNEY)  |           |
| <b>VIII</b> | <b>REPORT OF TOWN MANAGER AND STAFF</b>  |           |
| <b>IX</b>   | <b>REPORT OF MAYOR AND COUNCILMEMBERS</b>  |           |
|             | A. CAST/MMC (MAYOR WARNER)   |           |

\*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 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.

- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BREWER)
- C. BRC (MR. BURKE)
- D. MARKETING COMMITTEE (MS. WOLFE)
- E. SUMMIT COMBINED HOUSING AUTHORITY (MR. DUDICK)
- F. BRECKENRIDGE HERITAGE ALLIANCE (MR. DUDICK)
- G. WATER TASK FORCE (MR. GALLAGHER)
- H. LANDFILL TASK FORCE (MS. WOLFE)
- I. PUBLIC ART COMMISSION (MR. GALLAGHER)

**X OTHER MATTERS**

**XI SCHEDULED MEETINGS**

**XII ADJOURNMENT**

\*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 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.

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**CALL TO ORDER, ROLL CALL**

Mayor Warner called the meeting of November 12, 2013 to order at 7:32 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. McAtamney, Mr. Burke, Ms. Wolfe, Mr. Dudick and Mayor Warner.

**APPROVAL OF MINUTES - OCTOBER 22, 2013**

With no changes or corrections to the meeting minutes of October 22, 2013, Mayor Warner declared they would stand approved as submitted.

**APPROVAL OF AGENDA**

Mr. Gagen stated there were no changes to the agenda, but he passed out a revised copy of Ordinance No. 42 (revised after the Work Session discussion).

**COMMUNICATIONS TO COUNCIL**

A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)

Mayor Warner opened Citizen's Comments.

Ms. Carol Rockne, of 547 Broken Lance Drive, stated she wanted to thank the Council for receiving her comments as part of the Planning Commission joint meeting.

With no further comments, Mayor Warner closed the Citizen Comments section.

**CONTINUED BUSINESS**

A. Second Reading of Council Bills, Series 2013 - Public Hearings

1. COUNCIL BILL NO. 41, SERIES 2013 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9 OF THE BRECKENRIDGE DEVELOPMENT CODE CONCERNING THE CLASSIFICATION OF DEVELOPMENT

Mayor Warner read the title into the minutes. Mr. Berry stated there was one proposed change to the ordinance from the first reading, which was striking the word "seasonal" on page 3 of the ordinance. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Mr. Dudick moved to approve COUNCIL BILL NO. 41, SERIES 2013 - AN ORDINANCE AMENDING CHAPTER 1, TITLE 9 OF THE BRECKENRIDGE DEVELOPMENT CODE CONCERNING THE CLASSIFICATION OF DEVELOPMENT. Mr. Burke seconded the motion.

The motion passed 7 – 0.

**NEW BUSINESS**

A. First Reading of Council Bills, Series 2013

1. COUNCIL BILL NO. 42, SERIES 2013 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2014

Mayor Warner read the title into the minutes. Mr. Gagen stated that making changes to the annual water rates is part of the regular budget process, and staff recommends approval of this increase.

Mr. Gallagher moved to approve COUNCIL BILL NO. 42, SERIES 2013 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2014. Mr. Brewer seconded the motion.

The motion passed 7 – 0.

2. COUNCIL BILL NO. 43, SERIES 2013 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2014

Mayor Warner read the title into the minutes. Mr. Gagen stated an ordinance is needed to set the annual Mill Levy at 5.07. As the vote did not pass to increase the Mill Levy, it is

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allowed to continue at the same amount by approval of Council.

Ms. McAtamney moved to approve COUNCIL BILL NO. 43, SERIES 2013 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2014. Ms. Wolfe seconded the motion.

The motion passed 7 – 0.

3. COUNCIL BILL NO. 44, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (MCCAIN-ALPINE ROCK PARCELS)

Mayor Warner read the title into the minutes. Mr. Berry stated the three ordinances seek to approve the granting of utility easements to Public Service Company of Colorado in connection with two Town solar projects and the Public Works building.

Mr. Brewer moved to approve COUNCIL BILL NO. 44, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (MCCAIN-ALPINE ROCK PARCELS). Ms. McAtamney seconded the motion.

The motion passed 7 – 0.

4. COUNCIL BILL NO. 45, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (STILLSON SOLAR TRANSFORMER)

Mayor Warner read the title into the minutes. Mr. Berry stated there is nothing further to add.

Ms. McAtamney moved to approve COUNCIL BILL NO. 45, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (STILLSON SOLAR TRANSFORMER). Mr. Burke seconded the motion.

The motion passed 7 – 0.

5. COUNCIL BILL NO. 46, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (PUBLIC WORKS YARD GAS AND ELECTRIC LINES)

Mayor Warner read the title into the minutes. Mr. Berry stated there is nothing further to add.

Ms. McAtamney moved to approve COUNCIL BILL NO. 46, SERIES 2013 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (PUBLIC WORKS YARD GAS AND ELECTRIC LINES). Mr. Brewer seconded the motion.

The motion passed 7 – 0.

- B. Resolutions, Series 2013  
C. Other

**PLANNING MATTERS**

- A. Planning Commission Decisions

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

- B. Planning Commission Report (Ms. McAtamney)

Ms. McAtamney stated the meeting minutes reflect the conversation she and Mayor Warner had with the Commission at their last meeting.

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**REPORT OF TOWN MANAGER AND STAFF**

Mr. Gagen stated the Town has received word that a settlement is close on the VRBO lawsuit. He further stated a pending decision will most likely conclude that CAST will be released from liability.

**REPORT OF MAYOR AND COUNCILMEMBERS**

- A. Cast/MMC (Mayor Warner)  
Mayor Warner stated the Council received his report from the last CAST/MMC meetings.
- B. Breckenridge Open Space Advisory Committee (Mr. Brewer)  
Mr. Brewer stated there was no meeting.
- C. BRC (Mr. Burke)  
Mr. Burke stated the BRC restructure passed in a membership vote 117-19 in favor of the changes. He further stated the end result is leaving gobreck.com in a good place, as all BOLT holders will now be members and will be represented by the organization. Ms. Wolfe stated the vote was a voice for many businesses, and the Board and Council will need to continue to work on how businesses will have an effective voice in marketing efforts.
- D. Marketing Committee (Ms. Wolfe)  
Ms. Wolfe stated there was no meeting.
- E. Summit Combined Housing Authority (Mr. Dudick)  
Mr. Dudick stated there was no report.
- F. Breckenridge Heritage Alliance (Mr. Dudick)  
Mr. Dudick stated there was no report.
- G. Water Task Force (Mr. Gallagher)  
Mr. Gallagher stated there was some good news in that the consulting engineer has finished the report and the Water Task Force will meet with Sanitation District and then present to Council.
- H. Landfill Task Force (Ms. Wolfe)  
Ms. Wolfe stated there was no meeting.
- I. Public Art Commission (Mr. Gallagher)  
Mr. Gallagher stated there will be a Breckenridge Cultural Coalition meeting on Dec. 5th with all organizations involved in the arts about the current climate and the future of the arts in Breckenridge. The information they gather will be provided as a template for the new arts CEO in January. He further stated the Public Art Commission minutes were sent to Council. Ms. Jenn Cram then presented ideas for a new piece of art in the Arts District which will be a throne sculpture designed by Chaz, a local artist, who will be working on-site to complete it.  
  
Mr. Warner thanked Ms. Sherilyn Gourley and Mr. Rick Holman for their parts in the successful arts CEO recruitment.

**OTHER MATTERS**

Mr. Gallagher asked the Council who was going to be on the new BRC board, and if Steve Lapinsohn could have an opportunity to be on the board. Ms. Wolfe stated the current BRC board is strong, there are many good people to choose from, and the new board will be a lot of work.

**SCHEDULED MEETINGS**

**ADJOURNMENT**

**TOWN OF BRECKENRIDGE  
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With no further business to discuss, the meeting adjourned at 8:07pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

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John Warner, Mayor

DRAFT

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 42 (2014 Water Rate Ordinance)  
DATE: November 18, 2013 (for November 26<sup>th</sup> meeting)

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The second reading of the ordinance fixing the 2014 Town water rates is scheduled for your meeting on November 26<sup>th</sup>. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 26**

2  
3 **NO CHANGE FROM FIRST READING**

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

7  
8 COUNCIL BILL NO. 42

9  
10 Series 2013

11  
12 AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES  
13 EFFECTIVE JANUARY 1, 2014

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

17  
18 Section 1. The Town Council of the Town of Breckenridge finds and determines as  
19 follows:

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

23  
24 B. The Town owns and operates a municipal water utility pursuant to the authority  
25 granted by Section 13.1 of the Breckenridge Town Charter and §31-35-402(1)(b), C.R.S.

26  
27 C. Section 13.3 of the Breckenridge Town Charter provides that “(t)he council shall by  
28 ordinance establish rates for services provided by municipality-owned utilities.”

29  
30 D. The rates, fees, tolls and charges imposed in connection with the operation of a  
31 municipal water system should raise revenue required to construct, operate, repair and replace  
32 the water works, meet bonded indebtedness requirements, pay the overhead and other costs of  
33 providing service. Such rates, fees, tolls and charges may also recover an acceptable rate of  
34 return on investment. The rates, fees, tolls and charges imposed by this ordinance accomplish the  
35 Town’s goals and objectives of raising revenue required to construct, operate, repair and replace  
36 the Town’s water works and to service the bonded indebtedness of the Town’s enterprise water  
37 fund.

38  
39 E. The action of the Town Council in setting the rates, fees, tolls, and charges to be  
40 charged and collected by the Town in connection with the operation of its municipal water  
41 system is a legislative matter.  
42



1           Section 2.   Effective January 1, 2014, Section 12-4-11 of the Breckenridge Town Code  
 2 is amended so as to read in its entirety as follows:

3  
 4           12-4-11: WATER USER FEES; RESIDENTIAL:

5  
 6           A. The in town base rate user fee for all residential water users, regardless of the  
 7 size of the water meter, includes a usage allowance of not to exceed twelve  
 8 thousand (12,000) gallons of water per SFE per billing cycle, and shall be  
 9 computed according to the following table:  
 10

| <u>Water Use Date</u>                   | <u>Base User Fee</u>                            |
|---|---|
| Effective January 1, 2013               | \$30.95 per billing cycle per SFE               |
| <b><u>Effective January 1, 2014</u></b> | <b><u>\$31.25 per billing cycle per SFE</u></b> |

11  
 12           B. In addition to the base user fee set forth in subsection A of this section, each in  
 13 town residential water user shall pay an excess use charge for each one thousand  
 14 (1,000) gallons of metered water, or fraction thereof, used per SFE per billing  
 15 cycle in excess of the usage allowance of twelve thousand (12,000) gallons of  
 16 water per SFE per billing cycle. The amount of the excess use charge shall be  
 17 computed according to the following table:  
 18

| <u>Water Use Date</u>                   | <u>Excess Use Charge</u> |
|---|--------------------------|
| Effective January 1, 2013               | \$3.08                   |
| <b><u>Effective January 1, 2014</u></b> | <b><u>\$3.11</u></b>     |

19  
 20           Section 3.   Effective January 1, 2014, Section 12-4-12(A) of the Breckenridge Town  
 21 Code is amended so as to read in its entirety as follows:

22  
 23           12-4-12: WATER USER FEES; NONRESIDENTIAL:

24  
 25           A. The in town base rate user fee per SFE per billing cycle and the usage  
 26 allowance per SFE per billing cycle for all nonresidential water users shall be  
 27 determined based upon the size of the water meter which connects the water  
 28 using property to the water system, as follows:  
 29

30           For water used commencing January 1, ~~2013~~**2014**

| <u>Meter Size</u> | <u>Base Water Fee<br/>Per Account</u>         | <u>Usage Allowance<br/>Per Account (Gallons)</u> |
|-------------------|---|--|
| Less than 1 inch  | \$ <del>35.44</del><br><b><u>\$ 35.79</u></b> | 13,000   |
| 1 inch            | <del>53.16</del><br><b><u>53.69</u></b>       | 20,000   |

|    |            |               |         |
|----|------------|---------------|---------|
| 1  | 1 1/2 inch | 92.76         | 35,000  |
| 2  |            | <u>93.69</u>  |         |
| 3  | 2 inch     | 146.06        | 54,000  |
| 4  |            | <u>147.52</u> |         |
| 5  | 3 inch     | 280.84        | 105,000 |
| 6  |            | <u>283.65</u> |         |
| 7  | 4 inch     | 434.14        | 162,000 |
| 8  |            | <u>438.48</u> |         |
| 9  | 6 inch     | 853.00        | 318,000 |
| 10 |            | <u>861.53</u> |         |

11  
12 Section 4. Effective January 1, 2014, Section 12-4-13 of the Breckenridge Town Code  
13 is amended so as to read in its entirety as follows:

14  
15 12-4-13: WATER USER FEES; MIXED USE:

16  
17 The in town base rate user fee and the usage allowance per billing cycle for all  
18 mixed use water using properties shall be calculated based upon the predominant  
19 use of the water using property as determined by the finance director. In addition  
20 to the base user fee, each in town mixed use water user shall pay an excess use  
21 charge of three dollars ~~eight~~ eleven cents (~~\$3.08~~ \$3.11) per one thousand (1,000)  
22 gallons of metered water, or fraction thereof, used per billing cycle in excess of  
23 the applicable usage allowance.  
24

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

27  
28 Section 6. The Town Council hereby finds, determines and declares that it has the  
29 power to adopt this ordinance pursuant to the provisions of Section 31-35-402(1)(f), C.R.S., and  
30 the powers possessed by home rule municipalities in Colorado.

31  
32 Section 7. This ordinance shall be published and become effective as provided by  
33 Section 5.9 of the Breckenridge Town Charter.

34  
35 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
36 PUBLISHED IN FULL this \_\_th day of \_\_\_\_\_, 2013. A Public Hearing shall be held at the  
37 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of  
38 \_\_\_\_\_, 2013, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
39 Town.  
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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 43 (2014 Mill Levy Ordinance)

DATE: November 18, 2013 (for November 26<sup>th</sup> meeting)

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The second reading of the ordinance fixing the Town's 2014 mill levy is scheduled for your meeting on November 26<sup>th</sup>. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 26**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 COUNCIL BILL NO. 43

6  
7 Series 2013

8  
9 AN ORDINANCE SETTING THE MILL LEVY WITHIN THE  
10 TOWN OF BRECKENRIDGE FOR 2014

11  
12 WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill  
13 levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the  
14 Town of Breckenridge is needed to balance the 2014 Town budget.

15  
16 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
17 BRECKENRIDGE, COLORADO:

18  
19 Section 1. For the purposes of defraying the expense of the General Fund of  
20 Breckenridge, Colorado for the fiscal year 2014, there is hereby levied a tax of 5.07 mills upon  
21 each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

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

26  
27 Section 3. This ordinance shall be published and become effective as provided by  
28 Section 5.9 of the Breckenridge Town Charter.

29  
30 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
31 PUBLISHED IN FULL this 12th day of November, 2013. A Public Hearing shall be held at the  
32 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 26th day of  
33 November, 2013, at 7:30 P.M. or as soon thereafter as possible in the Municipal Building of the  
34 Town.

35  
36 TOWN OF BRECKENRIDGE, a Colorado  
37 municipal corporation

38  
39  
40 By \_\_\_\_\_  
41 John G. Warner, Mayor  
42  
43

1 ATTEST:

2

3

4

5 Helen Cospolich , Town Clerk

6

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 44 (Public Service Company Easement – McCain/Alpine Rock  
Parcels)

Council Bill No. 45 (Public Service Company Easement – Stillson Solar  
Transformer)

Council Bill No. 46 (Public Service Company Easement – Public Works Yard  
Gas and Electric Lines)

DATE: November 18, 2013 (for November 26<sup>th</sup> meeting)

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The second readings of the three ordinances described above are scheduled for your meeting on November 26<sup>th</sup>. You will recall that the ordinances approve easements for Public Service Company of Colorado. There are no changes proposed to any of the ordinances from first reading.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 26**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 COUNCIL BILL NO. 44

6  
7 Series 2013

8  
9 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC  
10 SERVICE COMPANY OF COLORADO  
11 (McCain-Alpine Rock Parcels)  
12

13 WHEREAS, Public Service Company of Colorado has requested the granting of an  
14 easement over, across, and through certain Town property; and  
15

16 WHEREAS, the Town Council of the Town of Breckenridge has determined that it  
17 should grant the requested easement; and  
18

19 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,  
20 Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be  
21 authorized by ordinance.  
22

23 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
24 BRECKENRIDGE, COLORADO:  
25

26 Section 1. The Town Manager is authorized, empowered, and directed to execute,  
27 acknowledge, and deliver to Public Service Company of Colorado an easement substantially in  
28 the form marked **Exhibit “A”**, attached hereto, and incorporated herein by reference.  
29

30 Section 2. The Town Council finds, determines, and declares that it has the power to  
31 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
32 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
33

34 Section 3. This ordinance shall be published and become effective as provided by  
35 Section 5.9 of the Breckenridge Town Charter.  
36

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
38 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2013. A Public Hearing shall be  
39 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the  
40 \_\_\_\_ day of \_\_\_\_\_, 2013, at 7:30 P.M., or as soon thereafter as possible in the  
41 Municipal Building of the Town.  
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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

1 **FOR WORKSESSION/SECOND READING – NOV. 26**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 COUNCIL BILL NO. 45

6  
7 Series 2013

8  
9 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC  
10 SERVICE COMPANY OF COLORADO  
11 (Stillson Solar Transformer)  
12

13 WHEREAS, Public Service Company of Colorado has requested the granting of an  
14 easement over, across, and through certain Town property; and  
15

16 WHEREAS, the Town Council of the Town of Breckenridge has determined that it  
17 should grant the requested easement; and  
18

19 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,  
20 Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be  
21 authorized by ordinance.  
22

23 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
24 BRECKENRIDGE, COLORADO:  
25

26 Section 1. The Town Manager is authorized, empowered, and directed to execute,  
27 acknowledge, and deliver to Public Service Company of Colorado an easement substantially in  
28 the form marked **Exhibit “A”**, attached hereto, and incorporated herein by reference.  
29

30 Section 2. The Town Council finds, determines, and declares that it has the power to  
31 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
32 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
33

34 Section 3. This ordinance shall be published and become effective as provided by  
35 Section 5.9 of the Breckenridge Town Charter.  
36

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
38 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2013. A Public Hearing shall be  
39 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the  
40 \_\_\_\_ day of \_\_\_\_\_, 2013, at 7:30 P.M., or as soon thereafter as possible in the  
41 Municipal Building of the Town.  
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TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

1 **FOR WORKSESSION/SECOND READING – NOV. 26**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 COUNCIL BILL NO. 46

6  
7 Series 2013

8  
9 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC  
10 SERVICE COMPANY OF COLORADO  
11 (Public Works Yard Gas and Electric Lines )  
12

13 WHEREAS, Public Service Company of Colorado has requested the granting of an  
14 easement over, across, and through certain Town property; and  
15

16 WHEREAS, the Town Council of the Town of Breckenridge has determined that it  
17 should grant the requested easement; and  
18

19 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,  
20 Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be  
21 authorized by ordinance.  
22

23 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
24 BRECKENRIDGE, COLORADO:  
25

26 Section 1. The Town Manager is authorized, empowered, and directed to execute,  
27 acknowledge, and deliver to Public Service Company of Colorado an easement substantially in  
28 the form marked **Exhibit “A”**, attached hereto, and incorporated herein by reference.  
29

30 Section 2. The Town Council finds, determines, and declares that it has the power to  
31 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
32 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
33

34 Section 3. This ordinance shall be published and become effective as provided by  
35 Section 5.9 of the Breckenridge Town Charter.  
36

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
38 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2013. A Public Hearing shall be  
39 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the  
40 \_\_\_\_ day of \_\_\_\_\_, 2013, at 7:30 P.M., or as soon thereafter as possible in the  
41 Municipal Building of the Town.  
42  
43

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

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## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Tim Gagen, Town Manager  
**Date:** November 18, 2013  
**Subject:** *Settlement Agreement with Tiger Run Owners Association Ratification*

The County has reached a settlement agreement with the Tiger Run RV Owners Association in relation to the County and Town joint purchase of 85 Revette Drive. This property, commonly referred to as the property at the entrance of the Tiger Run RV Park, was purchased for open space and this settlement agreement is now before the Town Council for approval of the terms of the agreement.

### Background

Earlier this year, the County and Town entered into a purchase agreement with High Country Baptist Church to acquire the property at the NE corner of the entrance of Tiger Run RV Park for the price of \$650,000 split 50/50 for open space. The parcel abuts the Blue River at the Four Mile bridge and was considered an important habitat corridor for wildlife, particularly given the bridge improvements CDOT was doing on Highway 9. In fact, at one point there was discussion of CDOT contributing \$100,000 to assist in the acquisition which ultimately did not happen.

Compounding the acquisition was a threatened lawsuit by Tiger Run RV against the Baptist Church relating to an entry sign and well house on the acquisition parcel. The County as the lead agency in the acquisition opted to close on the property and assumed the responsibility for negotiating a settlement on the lawsuit. After a couple of fits and starts over the last couple of months, the County has arrived at a settlement agreement with the Owners Association. The settlement provides for the granting of easements for the entry sign so it can remain on the property. The settlement also provides the deeding of a parcel that includes the well house to the Owners Association in exchange for a payment to the County and Town of \$50,000, of which \$25,000 is paid within 10 days of approval of the settlement agreement. The remainder would be paid when the Owners Association completes County planning approval for a rezoning to allow an affordable housing unit.

All parties have now approved the settlement agreement which requires Town Council action to approve the conveyance of the well house property and grant of an easement as provided in the agreement and as joint owners of this property. The Town Attorney has prepared the requisite ordinance for your consideration.

1 **FOR WORKSESSION/FIRST READING – NOV. 26**

2  
3 COUNCIL BILL NO. \_\_\_\_

4  
5 Series 2013

6  
7 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE TOWN’S INTEREST IN  
8 CERTAIN REAL PROPERTY; AND AUTHORIZING THE GRANTING OF AN EASEMENT  
9 (Part of Parcel A-1, Swans Nest Subdivision – Tiger Run Owners Association)

10  
11 WHEREAS, the Town of Breckenridge is the co-owner with the Board of County  
12 Commissioners of Summit County, Colorado (“County”) of the following described real property:

13  
14 Parcel A-1, Swan’s Nest Subdivision, County of Summit and State of Colorado

15  
16 (“Property”)

17 ; and

18  
19 WHEREAS, the Town and the County are defendants in the case of *Tiger Run Owners*  
20 *Association, a Colorado nonprofit corporation v. Town of Breckenridge, Colorado and the Board of*  
21 *County Commissioners of Summit County, Colorado; and All Unknown Persons Who Claim Any*  
22 *Interest In The Subject Matter Of This Action*, being Case No. 12CV534 in the Summit County,  
23 Colorado District Court; and

24  
25 WHEREAS, the Town, the County, and Tiger Run Owners Association, a Colorado  
26 nonprofit corporation (“**Tiger Run Owners Association**”) have reached a stipulated settlement to  
27 resolve the lawsuit; and

28  
29 WHEREAS, the terms of the settlement require the Town and the County to convey to  
30 Tiger Run Owners Association a portion of the Property that is known and described in the  
31 settlement documents as the “Well Parcel” upon certain terms and conditions; and

32  
33 WHEREAS, the settlement further requires the Town and the County to grant a an  
34 easement to Tiger Run Owners Association over a portion of the remainder of the Property; and

35  
36 WHEREAS, the Town Council has determined that it should take such action as is  
37 necessary to implement the Town’s obligations under the terms of the negotiated settlement of  
38 the abovedescribed lawsuit; and

39  
40 WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town  
41 Council may lawfully authorize the conveyance of Town-owned real property by ordinance.

42  
43 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
44 BRECKENRIDGE, COLORADO:

1            Section 1. The Town Manager is authorized, empowered, and directed to take all necessary  
2 and appropriate action to implement and perform the Town's obligations under the terms of the  
3 negotiated settlement of the lawsuit described above, including, but not limited to the following:  
4

- 5            1.        The execution, acknowledgement, and delivery to the Tiger Run  
6 Owners Association of the deed of conveyance for the Town's  
7 interest in the Well Parcel, said deed to be substantially in the form  
8 that is marked "Exhibit "A"", attached hereto, and incorporated  
9 herein by reference;
- 10           2.        The execution, acknowledgement, and delivery to Tiger Run Owners  
11 Association of the Grant of Easement substantially in form that is  
12 marked "Exhibit "B"", attached hereto, and incorporated herein by  
13 reference; and  
14
- 15           3.        The performance of all other things necessary to the agreed  
16 settlement of the abovementioned lawsuit.  
17

18           Section 3. The Town Council ratifies and confirms in advance all action taken by the  
19 Town Manager pursuant to the authority granted to him by this ordinance. Further, all action  
20 previously taken by the Town Manager, the Town Attorney, and all other Town employees with  
21 respect to the settlement of the abovedescribed litigation is hereby ratified, confirmed, and  
22 approved.  
23

24           Section 4. The Town Council finds, determines, and declares that it has the power to  
25 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
26 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
27

28           Section 5. This ordinance shall be published and become effective as provided by Section  
29 5.9 of the Breckenridge Town Charter.  
30

31           INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
32 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2013. A Public Hearing shall be held at the  
33 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
34 \_\_\_\_\_, 2013, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
35 Town.  
36

37  
38    TOWN OF BRECKENRIDGE, a Colorado  
39    municipal corporation  
40

41  
42  
43    By \_\_\_\_\_  
44    John G. Warner, Mayor  
45  
46



1 ATTEST:

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Helen Cospolich  
Town Clerk



COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO )

) ss.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

**ATTACHMENT 1**

**WELL PARCEL**

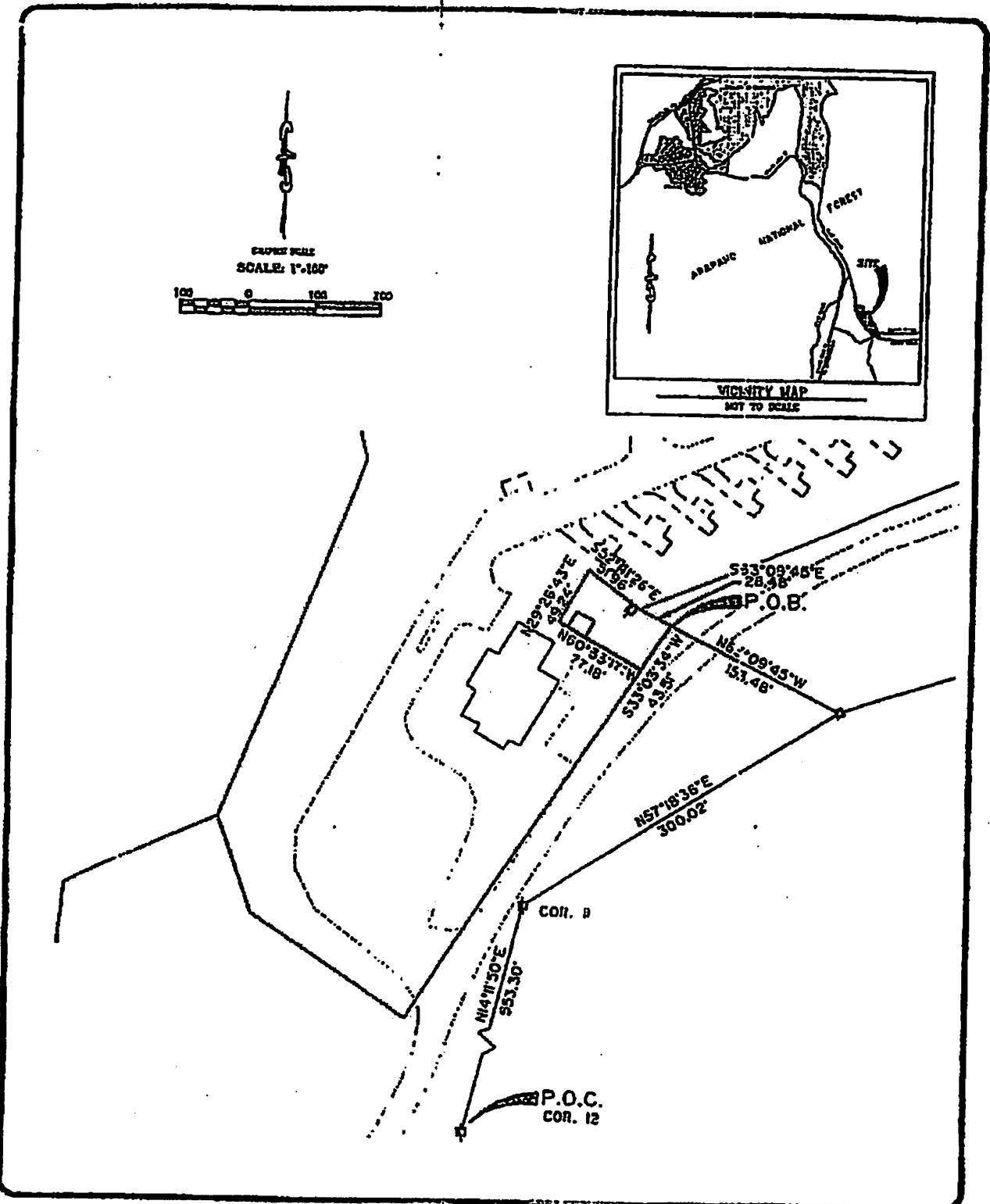
A tract of land located in the SE ¼ of Section 7, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M., Summit County, Colorado, said tract being more particularly described as follows:

Commencing at Corner No. 12 of the Munroe Placer, U.S. Mineral Survey Number 1150; thence N14° 11'50"E a distance of 553.30 feet to Corner No. 11 of said Monroe Placer, hence N57° 18'36"E a distance of 300.02 feet; thence N63° 09'45"W a distance of 153.48 feet to the true point of beginning of this description;

1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
3. Thence N29° 26'43"E a distance of 49.24 feet;
4. Thence S52° 41'26"E a distance of 51.96 feet;
5. Thence S63° 09'45"E a distance of 28.48 feet to the true point of beginning of this description.

The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.



07/27/2015 10:00 AM C:\Users\jg\Documents\150510.dwg 03/11/15

|  |  |                                      |
|--|--|--------------------------------------|
| <p><b>URS Greiner</b></p> <p>PROJ NO. 15742166</p> | <p><b>SWAN'S NEST<br/>WELL EASEMENT</b></p> <p>EXHIBIT "A" <i>AW</i></p> | <p><b>FIGURE</b></p> <p><b>1</b></p> |
|--|--|--------------------------------------|

**GRANT OF EASEMENT  
(Sign Parcel)**

This GRANT OF EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the TOWN OF BRECKENRIDGE, COLORADO whose address is P.O. Box 168, Breckenridge, CO 80424 AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, whose address is P.O. Box 68, Breckenridge, CO 80424 (hereinafter collectively referred to as "Grantor") and the TIGER RUN OWNERS ASSOCIATION, whose address is C/O THE KLUG LAW FIRM, LLC, P.O. Box 6683, Breckenridge, CO 80424 (hereinafter referred to as "Grantee").

**WITNESSETH THAT:**

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred and sold, and by these presents does bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns a perpetual easement in the location described and depicted on Exhibit A ("Easement Area") attached and incorporated herein, in, under, and across the real property known generally as Parcel A-1, Swans Nest Subdivision as described in the plat which is recorded at Reception No. 569301 of the records of the Clerk & Recorder of Summit County, Colorado (the "Property"), which shall be known as the "Sign Easement", together with an easement for utilities serving the sign and related improvements over and across the Property in the location depicted on Exhibit A (the "Utility Easement") and an easement for access to the Easement Area over and across the Property from Revette Drive to the Easement Area (the "Access Easement").
2. The easements are granted for the purpose of providing for the continued operation and maintenance of the sign and related improvements located on the Property, together with the full right and authority of Grantee, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all reasonable times upon the easement premises to repair, remove, replace, reconstruct, inspect, improve, and maintain such sign and related improvements in substantially their current location, design and configuration.
3. The Sign Easement shall be exclusive subject only to rights of third parties existing as of the date of this Grant Of Easement. The Sign Easement may not be relocated without permission by Grantee. The Utility Easement and the Access Easement shall be non-exclusive and may be relocated by Grantor in any manner that does not interfere with the reasonable use of the sign and related improvements.
4. Grantee shall exercise the rights herein granted to it with due care and all damage to any real or personal property occurring hereunder shall be paid for or repaired at the expense of Grantee. Should Grantee disturb the surface of the lands encumbered by this Grant of Easement during the exercise of the rights granted hereunder, Grantee shall restore the surface of the Easement Area and/or the Property to a state that is substantially equivalent to its original

level and condition. Grantee shall revegetate the disturbed surface area with native grasses, and Grantee shall be responsible for restoration of landscaping or any other improvements. Grantee shall bear all costs of ensuring that no infestations of noxious weeds occur on Grantee disturbed areas.

5. Grantee shall indemnify, hold harmless and defend the Grantor, its successors and assigns, from and against any claim or liability including court costs arising from acts or omissions of the Grantee, its officers, employees, agents, contractors or subcontractors, in connection with the use authorized by this Grant of Easement. Grantor does not waive and reserves all protections available under the Governmental Immunity Act, § 24-10-101 C.R.S., et seq., or any other provision of law.

6. In the event Grantee shall abandon its right herein granted or ceases to use the Easement Area for the purpose for which it was intended for a period of two years, all right, title, and interest hereunder of the Grantee shall cease and terminate and Grantor shall hold said premises, as the same may then be, free from the rights so abandoned.

7. Upon the abandonment or other termination of the easement by Grantee, Grantee shall within a reasonable time remove all of its aboveground structures and improvements located on the Property and shall restore the Property to its natural condition, unless otherwise agreed to in writing by the parties.

8. Grantee, its employees, agents, and contractors, shall comply will all applicable laws, rules, regulations, or ordinances in the exercise of any rights granted hereunder.

9. Venue for any dispute regarding this Agreement or the Property shall be proper only in the District Court for Summit County, Colorado.

10. This Easement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.

GRANTOR:  
Summit County Board of County Commissioners

By: \_\_\_\_\_  
Thomas Davidson, Chairman

GRANTOR:  
TOWN OF BRECKENRIDGE, COLORADO

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

GRANTEE:  
TIGER RUN OWNERS ASSOCIATION

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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



STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as \_\_\_\_\_ of the TIGER RUN OWNERS  
ASSOCIATION

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

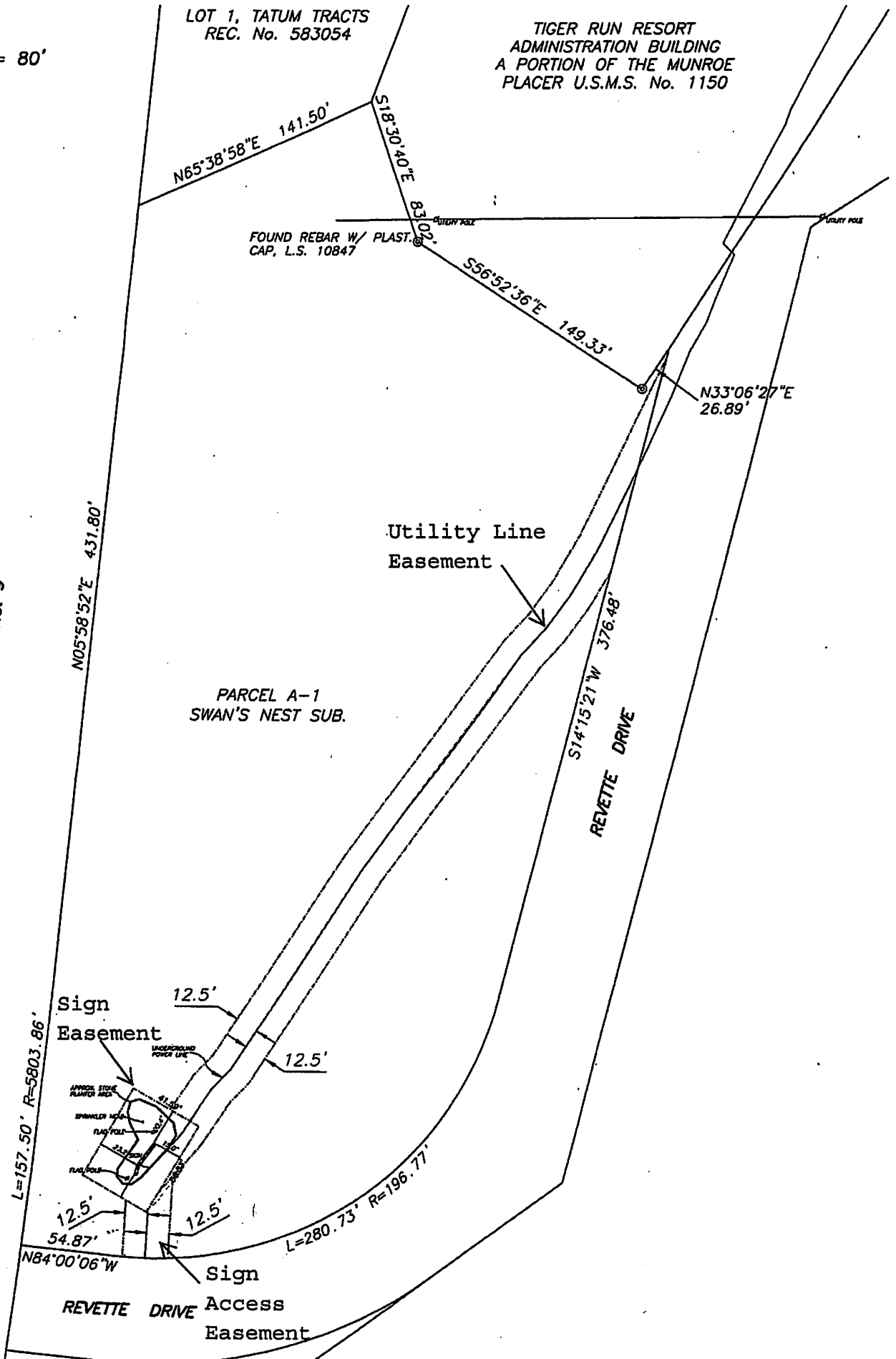
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SCALE: 1" = 80'

COLORADO STATE HIGHWAY NO. 9

LOT 1, TATUM TRACTS  
REC. No. 583054

TIGER RUN RESORT  
ADMINISTRATION BUILDING  
A PORTION OF THE MUNROE  
PLACER U.S.M.S. No. 1150



|   |   |
|---|---|
| <p>DISTRICT COURT, SUMMIT COUNTY, COLORADO<br/> Court Address: 501 N. Park Avenue<br/> PO Box 269<br/> Breckenridge CO 80424<br/> Phone Number: (970) 453-1134</p>  | <p style="text-align: center;">▲ COURT USE ONLY ▲</p> |
| <p><b>Plaintiff(s): TIGER RUN OWNERS ASSOCIATION, a</b><br/> Colorado nonprofit corporation</p> <p>v.</p> <p><b>Defendant(s): TOWN OF BRECKENRIDGE,</b><br/> <b>COLORADO AND THE BOARD OF COUNTY</b><br/> <b>COMMISSIONERS OF SUMMIT COUNTY,</b><br/> <b>COLORADO; AND ALL UNKNOWN PERSONS WHO</b><br/> <b>CLAIM ANY INTEREST IN THE SUBJECT MATTER</b><br/> <b>OF THIS ACTION</b></p>  |   |
| <p><u>Attorney for Plaintiff:</u><br/> Noah Klug, # 39163<br/> The Klug Law Firm, LLC<br/> PO Box 6683<br/> Breckenridge CO 80424-6683<br/> Phone Number: (970) 468-4953<br/> E-mail: <a href="mailto:Noah@TheKlugLawFirm.com">Noah@TheKlugLawFirm.com</a></p> <p>Attorney for Defendants:<br/> Richard LiPuma, #17892<br/> LiPuma Law Associates, LLC<br/> 1635 Foxtrail Dr.<br/> Loveland, CO 80538<br/> Telephone: (970) 776-3292<br/> Email: <a href="mailto:rlipuma@aol.com">rlipuma@aol.com</a></p> | <p>Case No.: 12CV534</p> <p>Division: K</p>           |
| <p><b>STIPULATION AND SETTLEMENT AGREEMENT</b></p>  |   |

Plaintiff, Tiger Run Owners Association, a Colorado nonprofit corporation ("**TROA**"), and Defendants, the Town of Breckenridge, Colorado (**the "Town"**) and Board of County

Commissioners of Summit County, Colorado (**the "County"**), by and through their respective counsel, stipulate and agree as follows:

1. The Defendants hold title to certain real property situate in Summit County, Colorado, described as follows:

PARCEL A-1, SWANS NEST SUBDIVISION

also known by street and number as: 85 Revette Drive (CR 317), Breckenridge CO 80424 (**the "Property"**).

2. The parties dispute and have sought determination of their respective right, title and interests in and to the Property.

3. There is a sign with related improvements located on a portion of the Property near the corner of Revette Drive and Highway 9 that serves to identify the Tiger Run RV Park (**the "Sign"**).

4. There is a portion of the Property adjacent to TROA's administrative building on which there is a well and related improvements that provide domestic water to the Tiger Run RV Park (**the "Well Parcel"**). The Well Parcel is described on **Attachment 1**, which is incorporated herein by reference.

5. The Town and County shall convey to TROA, and TROA shall accept, an easement for use, operation and maintenance of the Sign in the form attached as **Attachment 2 (the "Sign Easement")**. Within twenty (20) calendar days after this Stipulation and Settlement Agreement is entered as an order by the court, TROA shall, at its own expense, obtain or otherwise provide to the Town and the County a legal description of the Sign Easement as depicted on Attachment 2. The Town and the County shall thereafter have ten (10) calendar days within which to approve the proposed legal description, approval of which shall not be unreasonably withheld, and to execute the Sign Easement and deliver it to TROA's counsel.

6. Title shall be quieted in TROA to the Well Parcel and title shall be quieted in the Town and County to the remainder of the Property subject to the Sign Easement as against those parties named in this action or with notice hereof.

7. In recognition of TROA's rights in the Well Parcel, the County and Town shall deed by bargain and sale deed the Well Parcel to TROA within ten (10) calendar days after this Stipulation and Settlement Agreement is entered as an order of the court using the form attached as **Attachment 3**. The Parties agree that, absent and further action, the separation of the Well

Parcel from the Property shall be treated as a division of land which may be created by operation of law and by order of the court in this case and which therefore is exempt from any further subdivision approval process pursuant to § 30-28-101(10)(c)(II). Notwithstanding the foregoing, TROA, the Town and County shall diligently and in good faith pursue with Summit County Government the land use approvals ("Approvals") necessary to merge the Well Parcel into TROA's adjacent property via vacating the boundary between the Well Parcel and the TROA "Administrative Parcel." Expenses associated with the Approvals shall be borne by TROA, provided however that such expenses shall not exceed \$3,000. TROA shall cooperate and execute such documents as may be reasonably necessary to obtain the Approvals. The Parties understand and acknowledge that the review process contemplated herein is quasi-judicial in nature, and the County cannot be legally bound to approve or deny such application by any express or implicit obligation or element of this Stipulation and Settlement Agreement. Nothing herein shall be deemed to limit or affect the authority and discretion of the County or otherwise predetermine the outcome of any proposed subdivision or merger.

8. As soon as practicable after this Stipulation and Settlement Agreement is entered as an order of the court, TROA shall apply to the County in accordance with the Summit County Land Use & Development Code to amend the Tiger Run Recreational Resort Planned Unit Development Designation recorded on July 25, 2005, at Rec. No. 795703, in the records of the Clerk and Recorder, Summit County, Colorado (**the "Tiger Run PUD"**) and the Swan's Nest Planned Unit Development Designation recorded on November 5, 1998, at Rec. No. 580133 (**the "Swan's Nest PUD"**) to remove the Well Parcel from the Swan's Nest PUD and to bring the Well Parcel into the Tiger Run PUD as land for employee housing under § 3809.04 of the Development Code and for utility purposes. Expenses associated with the PUD amendments shall be borne solely by TROA. TROA understands and acknowledges that the review process for the proposed rezoning is quasi-judicial in nature and the County is not and cannot be legally bound to make any decision to approve or deny such application by any express or implicit obligation or element of this Stipulation and Settlement Agreement. Nothing herein shall be deemed to limit or affect the authority and discretion of the County or otherwise predetermine the outcome of the proposed rezoning.

9. In consideration of this Stipulation and Settlement Agreement, TROA shall pay the Town and the County, jointly, \$25,000 in good funds within ten (10) calendar days after this Stipulation and Settlement Agreement is entered as an order of the court. Should the County finally approve the proposed rezoning described above, TROA shall pay the Town and the County, jointly, an additional \$25,000 in good funds with ten (10) calendar days following such approval.

10. On or before July 1, 2014, TROA will bring the Sign into compliance with Section 9103 of the Summit County Land Use & Development Code concerning lighting or

illumination of signs. TROA does not require any further land use permit approval for this work; however, any necessary building or electrical permits shall be obtained by TROA.

11. Any party may record in the public records the court order and/or bargain sale deed contemplated by this Stipulation and Settlement Agreement, but not the actual Stipulation and Settlement Agreement or any memorandum thereof. .

12. Upon the court entering this Stipulation and Settlement Agreement as an order, this action will be dismissed with prejudice, all parties to bear their own costs and attorney fees, and the Court will retain jurisdiction only as needed to enforce this Stipulation and Settlement Agreement.

13. Upon the court entering this Stipulation and Settlement Agreement as an order, the parties mutually release and discharge one another from any and all claims they have against each other relating to the Property except for the right to enforce this Stipulation and Settlement Agreement. This general release shall extend to the parties' respective officers, employees, managers, directors, attorneys, successors, and assigns.

14. This Stipulation and Settlement Agreement is entered into for the convenience of the parties in order to avoid the expense and uncertainty of litigation. No party admits liability or wrongdoing of any sort and the same is expressly denied.

15. This Stipulation and Settlement Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein, except as specifically provided for within the Stipulation. Other than as specified herein, this Stipulation and Settlement Agreement is not intended to impose any legal or other responsibility on either party.

16. In the event of litigation to enforce or defend this Stipulation and Settlement Agreement, the prevailing party shall be entitled to costs and attorney fees.

17. The parties will file a joint motion praying that the court approve this Stipulation and Settlement Agreement and enter it as an enforceable order.

18. This Stipulation and Settlement Agreement will bind the parties' successors and assigns. It is intended to run with the land. It may be modified only by a writing signed by all parties or their successors and assigns. Except as expressly provided above, this Stipulation and Settlement Agreement supersedes and replaces all prior agreements and instruments, recorded or

otherwise, by and between the parties and their predecessors, relating to ownership and use of the Property.

19. The undersigned signatories warrant that they have full authority to enter into this Stipulation and Settlement Agreement on behalf of the party for which they are signing.

20. This Stipulation and Settlement Agreement shall be effective following mutual execution by TROA, the Town and the County. It may be executed in counterparts and using electronic signatures.

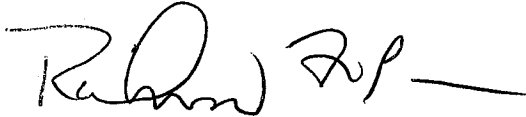
21. Time is of the essence of each and every obligation under this Stipulation and Settlement Agreement.

Signatures appear on the next page.

**Tiger Run Owner's Association,**  
a Colorado nonprofit Corporation

By: \_\_\_\_\_  
Noah Klug, its attorney

**Town of Breckenridge, Colorado**  
**Board of County Commissioners of Summit County,**  
**Colorado**

By:  \_\_\_\_\_  
Richard LiPuma, their attorney



# **Attachment 1**

**ATTACHMENT 1**

**WELL PARCEL**

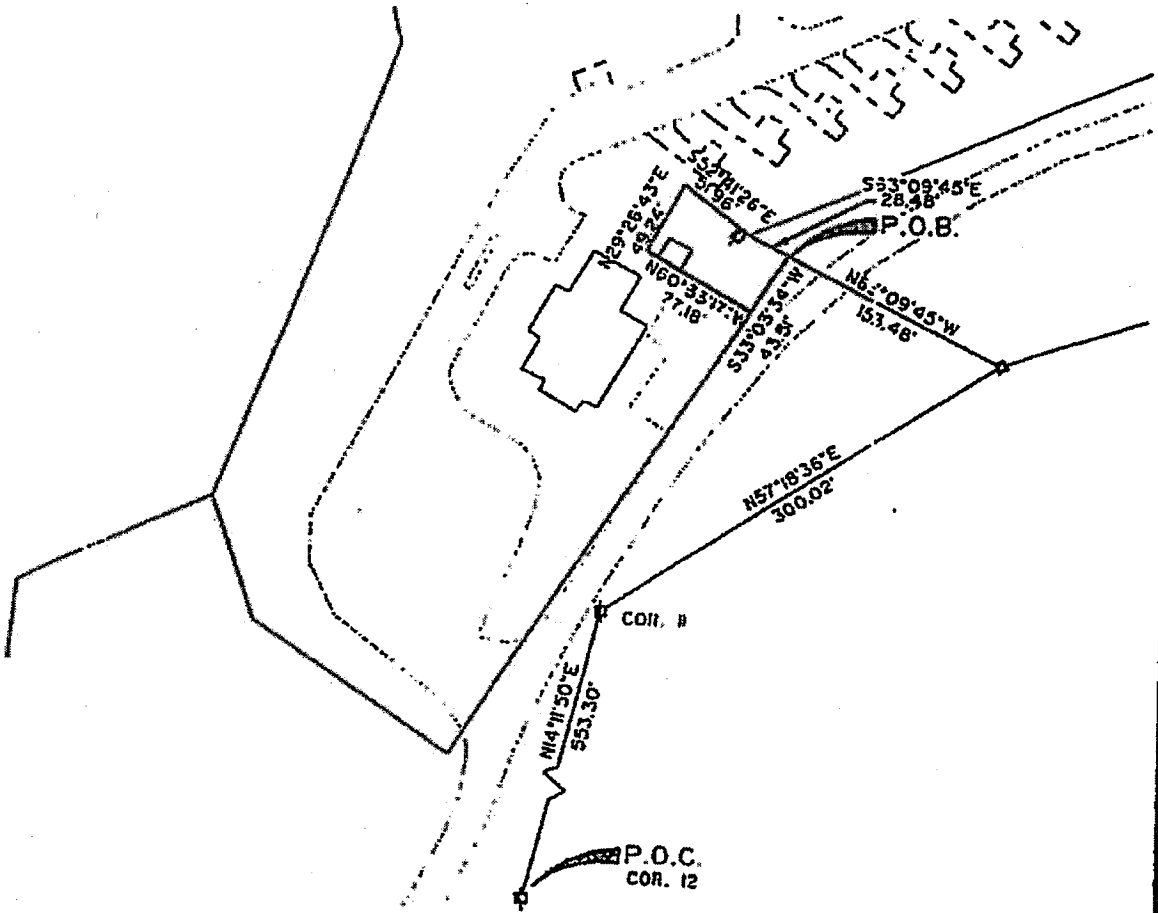
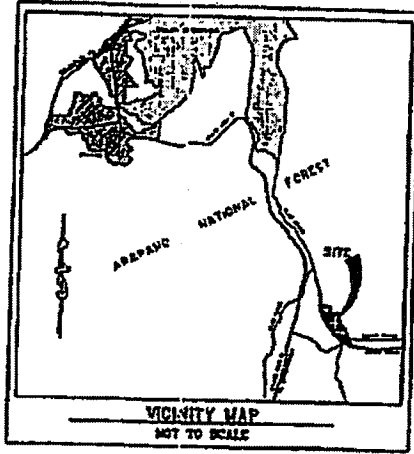
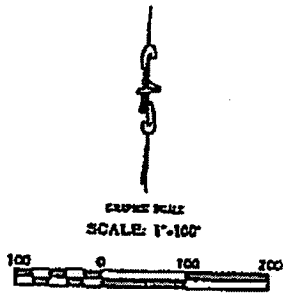
A tract of land located in the SE ¼ of Section 7, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M., Summit County, Colorado, said tract being more particularly described as follows:

Commencing at Corner No. 12 of the Munroe Placer, U.S. Mineral Survey Number 1150; thence N14° 11'50"E a distance of 553.30 feet to Corner No. 11 of said Monroe Placer, hence N57° 18'36"E a distance of 300.02 feet; thence N63° 09'45"W a distance of 153.48 feet to the true point of beginning of this description;

1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
3. Thence N29° 26'43"E a distance of 49.24 feet;
4. Thence S52° 41'26"E a distance of 51.96 feet;
5. Thence S63° 09'45"E a distance of 28.48 feet to the true point of beginning of this description.

The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.



672185ACAD\CC\CG\BIS Dwg DWG 03/11/97

**URS Greiner**

PROJ NO. 8742188

# SWAN'S NEST WELL EASEMENT

EXHIBIT "B"

*A JDT  
RDN*

FIGURE

1

## **Attachment 2**

GRANT OF EASEMENT  
(Sign Parcel)

This GRANT OF EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the TOWN OF BRECKENRIDGE, COLORADO whose address is P.O. Box 168, Breckenridge, CO 80424 AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, whose address is P.O. Box 68, Breckenridge, CO 80424 (hereinafter collectively referred to as "Grantor") and the TIGER RUN OWNERS ASSOCIATION, whose address is C/O THE KLUG LAW FIRM, LLC, P.O. Box 6683, Breckenridge, CO 80424 (hereinafter referred to as "Grantee").

WITNESSETH THAT:

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred and sold, and by these presents does bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns a perpetual easement in the location described and depicted on Exhibit A ("Easement Area") attached and incorporated herein, in, under, and across the real property known generally as Parcel A-1, Swans Nest Subdivision as described in the plat which is recorded at Reception No. 569301 of the records of the Clerk & Recorder of Summit County, Colorado (the "Property"), which shall be known as the "Sign Easement", together with an easement for utilities serving the sign and related improvements over and across the Property in the location depicted on Exhibit A (the "Utility Easement") and an easement for access to the Easement Area over and across the Property from Revette Drive to the Easement Area (the "Access Easement").

2. The easements are granted for the purpose of providing for the continued operation and maintenance of the sign and related improvements located on the Property, together with the full right and authority of Grantee, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all reasonable times upon the easement premises to repair, remove, replace, reconstruct, inspect, improve, and maintain such sign and related improvements in substantially their current location, design and configuration.

3. The Sign Easement shall be exclusive subject only to rights of third parties existing as of the date of this Grant Of Easement. The Sign Easement may not be relocated without permission by Grantee. The Utility Easement and the Access Easement shall be non-exclusive and may be relocated by Grantor in any manner that does not interfere with the reasonable use of the sign and related improvements.

4. Grantee shall exercise the rights herein granted to it with due care and all damage to any real or personal property occurring hereunder shall be paid for or repaired at the expense of Grantee. Should Grantee disturb the surface of the lands encumbered by this Grant of Easement during the exercise of the rights granted hereunder, Grantee shall restore the surface of the Easement Area and/or the Property to a state that is substantially equivalent to its original

level and condition. Grantee shall revegetate the disturbed surface area with native grasses, and Grantee shall be responsible for restoration of landscaping or any other improvements. Grantee shall bear all costs of ensuring that no infestations of noxious weeds occur on Grantee disturbed areas.

5. Grantee shall indemnify, hold harmless and defend the Grantor, its successors and assigns, from and against any claim or liability including court costs arising from acts or omissions of the Grantee, its officers, employees, agents, contractors or subcontractors, in connection with the use authorized by this Grant of Easement. Grantor does not waive and reserves all protections available under the Governmental Immunity Act, § 24-10-101 C.R.S., et seq., or any other provision of law.

6. In the event Grantee shall abandon its right herein granted or ceases to use the Easement Area for the purpose for which it was intended for a period of two years, all right, title, and interest hereunder of the Grantee shall cease and terminate and Grantor shall hold said premises, as the same may then be, free from the rights so abandoned.

7. Upon the abandonment or other termination of the easement by Grantee, Grantee shall within a reasonable time remove all of its aboveground structures and improvements located on the Property and shall restore the Property to its natural condition, unless otherwise agreed to in writing by the parties.

8. Grantee, its employees, agents, and contractors, shall comply will all applicable laws, rules, regulations, or ordinances in the exercise of any rights granted hereunder.

9. Venue for any dispute regarding this Agreement or the Property shall be proper only in the District Court for Summit County, Colorado.

10. This Easement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breech hereof, or because of any terms, covenants, agreements or conditions contained herein.

GRANTOR:

Summit County Board of County Commissioners

By:

\_\_\_\_\_  
Thomas Davidson, Chairman

GRANTOR:  
TOWN OF BRECKENRIDGE, COLORADO

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

GRANTEE:  
TIGER RUN OWNERS ASSOCIATION

By: \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as \_\_\_\_\_ of the TIGER RUN OWNERS  
ASSOCIATION

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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





SCALE: 1" = 80'

LOT 1, TATUM TRACTS  
REC. No. 583054

TIGER RUN RESORT  
ADMINISTRATION BUILDING  
A PORTION OF THE MUNROE  
PLACER U.S.M.S. No. 1150

N65°38'58"E 141.50'

S18°30'40"E 83.00'

FOUND REBAR W/ PLAST. CAP, L.S. 10847

S56°52'36"E 149.33'

N33°06'27"E  
26.89'

Utility Line  
Easement

PARCEL A-1  
SWAN'S NEST SUB.

COLORADO STATE HIGHWAY NO. 9

N05°58'52"E 431.80'

S14°15'21"W 376.48'

REVETTE DRIVE

Sign  
Easement

12.5'

12.5'

12.5'

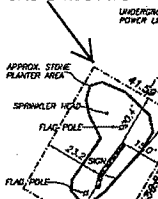
12.5'

L=157.50' R=5803.86'

N84°00'06"W  
54.87'

L=280.73' R=196.77'

REVETTE DRIVE  
Sign Access  
Easement



## **Attachment 3**



COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO )

) ss.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

**ATTACHMENT 1**

**WELL PARCEL**

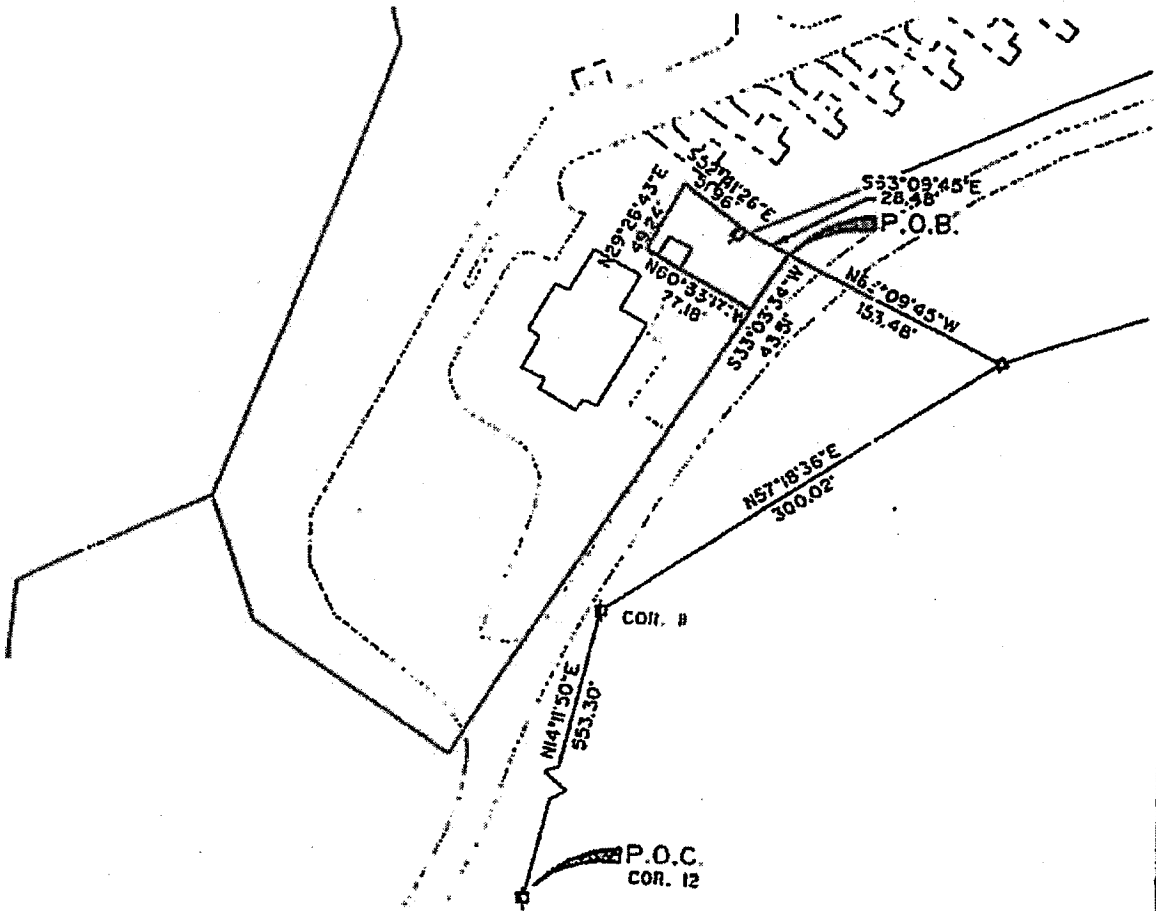
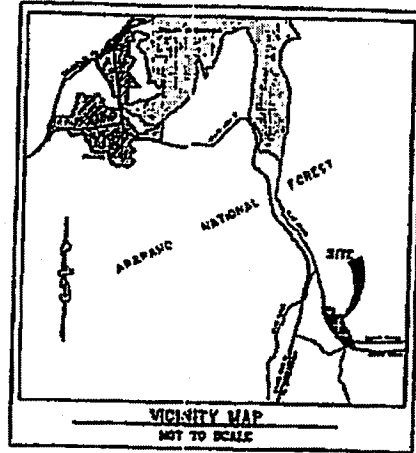
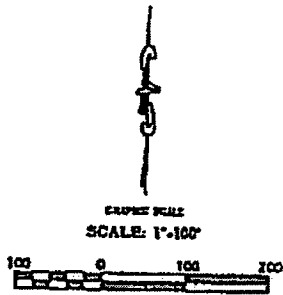
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1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
3. Thence N29° 26'43"E a distance of 49.24 feet;
4. Thence S52° 41'26"E a distance of 51.96 feet;
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The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.



6742186\CAD\DCO\CO-615.DWG DATE 03/11/97

|   |   |                            |
|---|---|----------------------------|
| <p><b>URS Greiner</b></p> <p>PROJ NO. 6742186</p> | <p><b>SWAN'S NEST<br/>WELL EASEMENT</b></p> <p>EXHIBIT "A" <i>MDT</i></p> | <p><b>FIGURE<br/>1</b></p> |
|---|---|----------------------------|

MEMORANDUM

TO: Mayor and Council  
FROM: Finance and Municipal Services Division  
DATE: November 20, 2013  
RE: 2014 Budget Resolution

---

The attached resolution has been prepared to adopt the 2014 budget and the 2014-2018 Capital Improvement Plan. Adoption of the budget also includes changes to certain fees and charges that will become effective January 1, 2014.

Council is asked to review the revised fund summary sheets together with the bound version of the 2014 proposed budget. Council is also asked to hold a public hearing and to be prepared to vote on the budget resolution during the November 26th Council meeting.

1 **FOR WORKSESSION/ADOPTION – NOV. 26**

2  
3 A RESOLUTION

4  
5 SERIES 2013

6  
7 A RESOLUTION ADOPTING THE 2014 BUDGET AND CAPITAL PROGRAM  
8 AND MAKING APPROPRIATIONS THEREFOR  
9

10 WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt an  
11 operating budget for each fiscal year; and  
12

13 WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt a  
14 long-range Capital Improvement Plan.  
15

16 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
17 BRECKENRIDGE, COLORADO:  
18

19 Section 1. The proposed operating budget for 2014 based on certain fee changes, as  
20 revised by Town Council and maintained on file by the Town Clerk, is adopted and  
21 appropriations are made to the various programs as shown therein.  
22

23 Section 2. The 2014-2018 Capital Improvement Plan, as proposed by the Town  
24 Manager and as amended by the Town Council, is approved.  
25

26 Section 3. All fees and charges contained in the 2014 operating budget are approved  
27 and adopted. Such fees shall become effective January 1, 2014. Further, the Town  
28 Manager may implement any of the other fees and charges contained in the 2014  
29 operating budget prior to January 1, 2014 if the Town Manager determines, in his  
30 judgment, that such early implementation is necessary or appropriate.  
31

32 Section 4. This Resolution is effective upon adoption.  
33

34 RESOLUTION ADOPTED AND APPROVED this 26th day of November, 2013.  
35

36 ATTEST:

TOWN OF BRECKENRIDGE

37  
38  
39  
40  
41 \_\_\_\_\_  
42 Helen Cospolich, Town Clerk

\_\_\_\_\_

43 APPROVED IN FORM  
44  
45  
46  
47

48 \_\_\_\_\_  
Town Attorney

\_\_\_\_\_ Date  
49



**MEMORANDUM**

**To:** Town Council

**From:** Peter Grosshuesch, Director of Community Development

**Date:** November 20, 2013

**Re:** Planning Commission Decisions of the November 19, 2013, Meeting.

---

***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF November 19, 2013:***

**CLASS C APPLICATIONS:**

- 1) Peak 8 Sprung Structures Permit Renewal (MM) PC#2013103; 1599 Ski Hill Road  
Three-year extension of existing Development Permit and Variance for the use and placement of temporary Sprung buildings that house the Peak 8 Ski School and Peak 8 Ski Rental Shop to April 12, 2017. Approved.
- 2) Shock Hill Landing Units 11 & 12 (SG) PC#2013102, 65 & 61 Union Trail  
Construction of a new duplex to consist of 4 bedrooms, 4.5 baths, 2,374 sq. ft. of density and 2,877 sq. ft. of mass on each side for a F.A.R. of 1:1.30. Approved.
- 3) Shock Hill Landing Units 13 & 14 (SG) PC#2013105, 43 & 39 Union Trail  
Construction of a new duplex to consist of 4 bedrooms, 4.5 baths, 2,379 sq. ft. of density and 2,881 sq. ft. of mass on each side for a F.A.R. of 1:1.31. Approved.
- 4) Euro Restaurant Change of Use (MGT) PC#2013104, 500 South Main Street, Units 2A & 2B  
Proposal to change the use of the property from general commercial (retail / office) to a full sit down restaurant with roof top outdoor seating. Approved.

**CLASS B APPLICATIONS:**

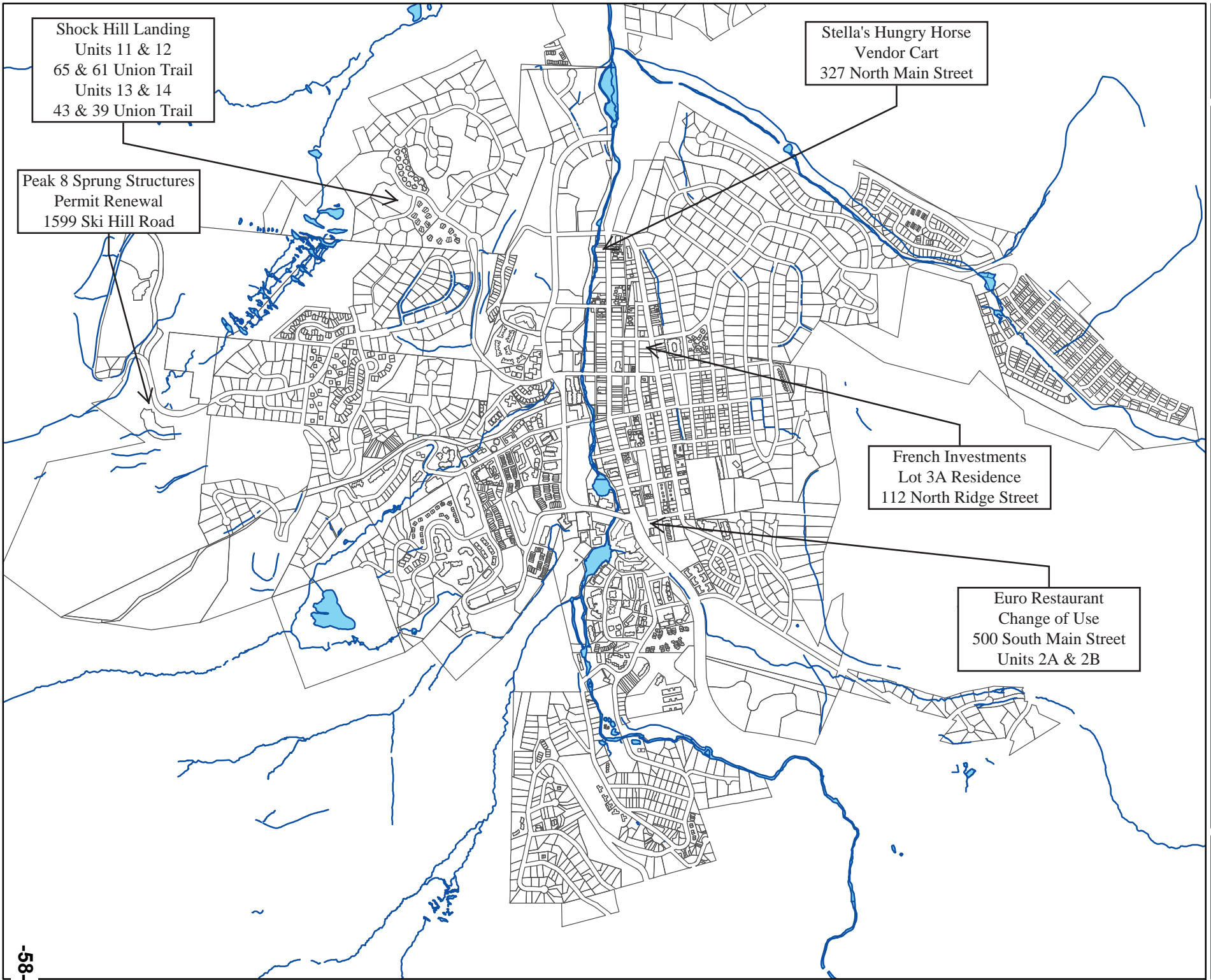
- 1) French Investments Lot 3A Residence (MGT) PC#2013052, 112 North Ridge Street  
Construction of a new single family residence with 5 bedrooms, 5.5 bathrooms, 4,031 sq. ft. of density (2,286 sq. ft. above ground) and 2,886 sq. ft. of mass. Approved.
- 2) Stella's Hungry Horse Vendor Cart (MGT) PC#2013090, 327 North Main Street  
Relocation of existing Stella's Hungry Horse large vendor cart to 327 North Main Street, with modification to exterior appearance and site upgrades including pavers, potted evergreen trees, outdoor gas fireplace, and picnic tables for customer seating. Approved.

**CLASS A APPLICATIONS:**

None.

**TOWN PROJECT HEARINGS:**

None.



Shock Hill Landing  
 Units 11 & 12  
 65 & 61 Union Trail  
 Units 13 & 14  
 43 & 39 Union Trail

Peak 8 Sprung Structures  
 Permit Renewal  
 1599 Ski Hill Road

Stella's Hungry Horse  
 Vendor Cart  
 327 North Main Street

French Investments  
 Lot 3A Residence  
 112 North Ridge Street

Euro Restaurant  
 Change of Use  
 500 South Main Street  
 Units 2A & 2B



Breckenridge South  
 printed 4/12/2011



Town of Breckenridge and Summit County governments  
 assume no responsibility for the accuracy of the data, and  
 use of the product for any purpose is at user's sole risk.

## PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

### ROLL CALL

Jim Lamb                      Eric Mamula                      Trip Butler  
Dan Schroder                      Kate Christopher                      Dave Pringle  
Jennifer McAtamney, Town Council Liaison, arrived at 7:16pm  
Gretchen Dudney was absent.

### APPROVAL OF AGENDA

The November 19, 2013 Planning Commission meeting agenda was approved unanimously (6-0).

### APPROVAL OF MINUTES

Mr. Pringle:        There was a point in my comments that two points were combined into one regarding the Condo Hotel. It was really two different comments. On page 6, my “Blue Sky” comment comparing Mountain Thunder 2 that got the mass density bonus to Blue Sky, Blue Sky operates like we it want to.

Mr. Mamula:        We need to settle that one. Mountain Thunder 2 came in as townhomes when it was really a condo-hotel.

Mr. Pringle:        I agree. (Ms. Puester: We could look at this again when it is brought up in January.)

Mr. Mamula:        This is a disagreement between Mr. Pringle and me and we will keep bringing it up. Mountain Thunder 2 was so much smaller that is why I liked it as a townhome.

With no other changes, the November 5, 2013, Planning Commission Minutes were approved as presented.

### CONSENT CALENDAR:

1. Peak 8 Sprung Structures Permit Renewal (MM) PC#2013103, 1599 Ski Hill Road
2. Shock Hill Landing Units 11 & 12 (SG) PC#2013102, 65 & 61 Union Trail
3. Shock Hill Landing Units 13 & 14 (SG) PC#2013105, 43 & 39 Union Trail
4. Euro Restaurant Change of Use (MGT) PC#2013104, 500 South Main Street, Units 2A & 2B

Ms. Puester noted that the Findings and Conditions for the Peak 8 Sprung Structures had been updated with a change to the expiration date in Finding #6 from November 19, 2016 to April 12, 2017. The Attorney wanted to see the vesting periods be sequential; this proposal and the vested property rights will now run together from the expiration in April, and it is up to the Planning Commission to approve the concurrent dates.

### *Commissioner Questions / Comments:*

Mr. Schroder:        Sprung structure has been renewed twice and the staff report says it won't be extended again; what is to say that it won't be extended again in 3 years? (Ms. Puester: You are approving an extension for 3 years.)

(The Planning Commission decided to address the rest of the consent calendar first before addressing the Sprung Structure.)

Mr. Pringle:        Question about Euro Restaurant, do we have a handle on the water PIF's? (Mr. Thompson: It is quite complicated, but it has been done before at La Cima Mall. The code allows for property owners to move paid PIF's and parking fees around the same property or building; we have allowed it in the past, like Cecilia's uses Olive's old paid PIF's and parking in lieu fees. The numbers are correct.) I wonder if down the road if someone will be able to

understand what you've done so that it could be addressed if needed in the future. (Mr. Thompson: The staff report will explain it, but I agree it is immensely complicated.)

Mr. Pringle made a motion to call the Peak 8 Sprung Structures Renewal, PC#2013103, 1599 Ski Hill Road, off the Consent Calendar. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

Mr. Jeff Zimmerman, Breckenridge Mountain Planning: Good question. It was 6-8 years ago that this was presented to Town Council on plans for the base area. We were in the throes of construction and we needed space to move those functions as we completed construction on the Gondola and One Ski Hill place. Then 2008 hit, but the need for those functions and structures did not go down. It is Vail Resort's desire to get development going again and hopefully with the better economy, the next phase of project, Building 804, will start. No guarantees, the need for this building is still there. When 804 happens the functions of the Sprung structure will move to 804.

*Commissioner Questions / Comments:*

Mr. Pringle: Will the Sprung structure still be in place during building of 804? (Mr. Zimmerman: Yes, until we get the C.O. on 804.)

Mr. Schroder: The functions of the Kids Castle will be moved to 804? (Mr. Zimmerman: Yes, the lowest level of 804 is 14,000-16,000 square feet of kids ski school, it is institutionalized and we are looking forward to it being in this new location.) (Mr. Puester: Realize that the current request to extend the vested property rights is at the approval of the Commission.) We need to realize that 3 years from now we could be faced with same decision.

Mr. Mamula: If this happens again, 3 years from now, we may need to take other action and bring this up to council to get Vail to do something. If the Sprung structure is still there in three years, that will be too long and not appropriate for a temporary structure.

Mr. Pringle made a motion to approve the Peak 8 Sprung Structures Renewal, PC#2013103, 1599 Ski Hill Road. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

**TOWN COUNCIL REPORT:**

Ms. McAtamney: Thanks for the joint session, we enjoyed it and it was productive, we got through a lot of items too.

Last meeting had a light legislative session which included a second reading on the planning applications reclassification ordinance, the Water Rate ordinance was discussed, and water conservation was discussed. We plan to reevaluate the water conservation strategies. Water rates are currently cheap, but we, being in a special place, want to make sure we are doing the right thing in regards to water. The mill levy for childcare did not pass; therefore, we won't have a permanent stream of revenue for child care. We passed an Xcel easement ordinance, for the solar arrays. The Arts district is starting to go vertical; Metal Smithing is the most visible of these buildings. Also, there was a big rock found by Jen Cram and it will become the throne of the Kingdom. Chaz della Porta, who did other rock sculptures will carve it into a throne with an ottoman. It will be an interactive piece for people to use to tell the background of the story about Breckenridge being left off the map. The Breckenridge Grand Vacations Community Center is taking shape. They have most of the inside demolished. They found the pool which is where the Speakeasy will be going.

The Committee recommended that the Housing and Childcare committee reconvene as the childcare task force. This will be posted. We had a discussion to follow-up on the budget retreat. We reviewed spending decisions made at the retreat. One of them is working with the Ski Area to build roundabout at French and Park. We did not receive the grant we hoped to receive for this project. We will have to front some money for it, but good news is that we will get the roundabout now before they develop the Gondola Lots. This will be

easier for police to control; it will help with congestion and safety. This is approximately \$800,000, where the town will front half and get paid back by the Ski Area. CDOT will put in the median north of town, which we will assist with to make it a more spectacular entrance featuring hanging baskets, raised planter beds. CDOT will build a new median out by 4 mile bridge, so we have the opportunity to spend \$250,000 to enhance the hardscape there and likewise improve the same hardscape out by Coyne Valley Road. This is a good opportunity. We viewed Wakefield property plan that will be on your next agenda. The road being paved was discussed. We are interested to see your reaction to road having to be paved or not. We also looked at the disposable bag program and fee and clarified what the rules will be. We decided that exempting 8" x 11" bags from the fee is proper, and reiterated that merchants can't pay the fee for the customer. Hopefully people will use their discretion because there aren't any bag police.

Mr. Pringle: Does the bag fee go into the price of the purchase? Is there tax? (Mr. Truckey: Yes tacked onto the end. We exempted it from local tax but don't have approval from State to exempt tax.)

Mr. Mamula: If the state makes the merchants pay it then the Town should also require it, this would be much easier on the merchants. Ms. McAtamney: Remember the merchants get to keep half the fee in order to cover their costs to implement the program. There will be some people who complain.

Mr. Lamb: I do notice some people carrying a lot of unbagged groceries.

Ms. McAtamney: The kids and other organizations are trying to educate the public. The good news is people are realizing how to do this and we are making an impact. We know we are already saving a lot of 1bags.

Mr. Butler: I was in Whole Foods, they said would you like your bag fee refunded or donated to charity? I thought that was interesting. They automatically charge the bag fee and take it off your bill.

Ms. Christopher: That is the only negative comment I'm hearing from people at the Welcome Center is why don't you reward me for bringing my bag.

## **FINAL HEARINGS:**

### **1. French Investments Lot 3A Residence (MGT) PC#2013052, 112 North Ridge Street**

Mr. Thompson presented a proposal to construct a new, 4,717 sq. ft. single-family residence including 5 bedrooms, 5 ½ baths, 2 gas fireplaces with 4 ½" reveal horizontal cedar siding, 1 x 6 smooth painted vertical cedar siding on upper elements, 1 x 6 and 1 x 8 reclaimed barn wood on the garage barn element, with a dark grayish 40-year asphalt shingle roof and non-reflective corrugated metal on the low roofs.

Changes since the preliminary hearing:

1. Site Plan: Narrowed and reduced the size of the vehicle turn around. Recessed hot tub in sand and set patio on west side of house. Increased the size of proposed trees and increased the number of shrubs.
2. Floor Plans: Minor interior revisions. Upper level modifications at connector (meeting Priority Policy 80A requirement that wall planes be set back by at least two feet.) Above ground density has been increased by four square feet (still less than allowed above ground density).
3. Elevations: East: All horizontal lap siding where required. North: All horizontal siding on bump out. Added door to exterior on north elevation. West: Transom windows have been removed. One group of three windows reduced to only two windows. Downsized some windows. South: Rooflines and massing at connector. The double doors have been moved slightly to the west, the deck has been increased in size and a new full sized dormer has been added above the double doors.

The Architect has worked to respond to the Planning Commission concerns from the preliminary hearing. Staff had one question for the Planning Commission: Would the Planning Commission support the bumped out area on the south façade as horizontal siding rather than vertical siding as shown?

Staff recommended approval of the French Investments Lot 3A Residence, PC#2013052, 112 North Ridge Street, point analysis showing a passing point analysis of positive one (+1) point.

Staff recommended approval of the French Investments Lot 3A Residence, PC#2013052, 112 North Ridge Street, with the presented Findings and Conditions.

Architect Presentation: Ms. Janet Sutterley: I thought of one more thing we changed, in the preliminary hearing, the patio was concrete and now it is proposed to be sandset, which is more permeable. We think this is a good improvement. Regarding the area on the south side, Ms. Sutterley passed out two color drawings one of which she prefers, saying the whole point on the south side is to start stepping the roof down, with some adjustment in the connector. The two gables are not meant to be the same; instead the intent is to have two separate looking gables. I think it ties in much better if the connector is left with vertical siding. I think it is too literal of interpretation of what we are doing with connectors. If you turn it to horizontal you get a big box, I would like you to look at the two choices. (Mr. Mamula: What is the offset?) The offset between the two is two feet on both sides. (Mr. Butler: Say again what architecturally your opinion is?) It makes this element really boxy, and the two gables are meant to be specifically the same and with horizontal siding it might make it look like the gables. (Mr. Mamula: it confuses where the connector begins and where the living space begins. It confuses the connector issue.) (Mr. Thompson: Explained that the vertical siding is what is used on the connector and this appears to extend the connector into the west primary living module.) I want to make this area a whole different color. Notice that the porch and guardrail goes across. (Mr. Thompson: Previously a small dormer was there and the connector got blurred in with west module. I like the change to the larger gable; which helps to make the understanding of the connector and west module, but here, the use of vertical siding confuses it again.)

Mr. Lamb opened the hearing to public comment. There was no public comment and the hearing was closed.

*Commissioner Questions / Comments:*

- Mr. Mamula: Two things I want to talk about. Is the landscaping adequate for 2 positive points and the other, is the parking hidden from public view? We give points but we don't require you to park in the garage, so if you have 4 cars you would still have cars outside, seems like a stretch for points.
- Mr. Lamb: Would you like to see more buffering?
- Mr. Mamula: The front of this house is not the front of the house, because of the hot tub and pavers are there. I would argue that the garage is really the front of the house. You don't have any repercussions for parking in the driveway.
- Mr. Pringle: I never liked the idea that we have been giving points for building a garage, but I don't know where we extract ourselves. I think we need to make an overt policy change. I agree with Mr. Mamula saying that it is the cheapest way to get 2 points.
- Mr. Butler: Remind me what is over the garage. (Ms. Sutterley: There is a bedroom and other living space.)
- Mr. Lamb: Thanks, it is not a lock off apartment.
- Ms. Christopher: Yes I have a problem with the sunken hot tub in the front yard.
- Mr. Pringle: Modern day amenities with historic district, everyone uses French Street, not Ridge Street. My guess is that the hot tub is there for that reason.
- Mr. Lamb: It is worth noting that this is well shielded; I'm ok with it because it is sunken and shielded, but if it's off the ground that would be an absolute no.
- Mr. Mamula: Down by Wellington Square, they put hot tub on the deck adjacent to High Street, sort of similar right in public view. I'm less concerned with this because you can't see from Ridge Street.
- Ms. Christopher: This is a precedent of having a hot tub in the front yard. The character of the front yard in historic district is not keeping with this historic district guideline by allowing this hot tub.

(Ms. Sutterley: The difference between an on top of the ground versus being built in, it will be really sunken and hidden.) My concern is from the bird's eye view it is a hot tub. Concerned about the next time someone asks.

Mr. Lamb: That is my concern too. But, ok with it because it is sunken, behind the wall on Ridge Street, and screened by new shrubs and landscaping.

Mr. Pringle: You do have to have a locking cover that is inspected by the building department.

Mr. Butler: How high is the wall around the hot tub? (Ms. Sutterley: Retaining wall around is about 9"-10" inches.)

Mr. Schroder: This lot given the shape and two major streets on either side is a very individual case and so I don't think we will see this situation again and it won't set precedent. This is one of these personal subjective artistic things; I'm at a loss to say either way. I think it needs to be horizontal lap siding but I don't have a code based reason. The connector should be a standalone connector. It blurs the line between where the connector begins and ends.

Mr. Pringle: I feel the same as Mr. Schroder. It has muddied up what the connector is. But I'm not sure the vertical siding is where the major concern is. I would prefer to see a different module and connector configuration. Also, today it may be a certain color and could change down the road. I would prefer to see a different module rather than hanging my hat on the vertical siding. One more comment, I think the development to the north (Hermanson Residence), the current house that is going up seems so close to the property line and it impacts Wellington Road. I think we should look at sidewalk impacts and how it changes the character.

Ms. Christopher: I concur with what has been said so far. I think the L shape connector confuses it so I concur with staff but like Mr. Pringle said, it will be shielded by the house next door. I have a problem with the hot tub in the front yard. Is there any code provision on this? (Mr. Grosshuesch: No code provision exists as it relates to hot tubs in front yards, the code is silent.)

Mr. Butler: I think the siding should be horizontal. The modules would look better. I love the new gable, but want to see horizontal siding at that bump out on the south elevation. I like the hot tub, and the views it is going to have will be outstanding.

Mr. Mamula: To answer Mr. Schroder, I don't think this is what you like, but connector elements do not take the shape of an L. This is not a traditional connector shape. This doesn't matter if someone doesn't see it now; that is irrelevant. We plan for all four sides of a house or building, it doesn't matter if you think it is not highly visible. I believe that the horizontal siding meets the 80A section of the Code. The connector needs to be distinct from the modules it connects. I agree with Staff. I don't like the parking positive 2 points, but there is nothing we can do as the Code allows it and there is precedent. I also have problems with hot tub in the front yard, but there is no code section to deny it. Not sure if I agree with staff on positive points on landscaping, but I can live with it as Staff are the experts.

Mr. Lamb: To make it look like two distinct structures then it needs to be horizontal on the south elevation near the connector element. We need to note that the reason we are ok with the hot tub in the front yard of the historic district is that it is sunk, is screened with landscaping and has a wall along Ridge Street. (Ms. Puester: The code does say that front yards should be designed with trees and grass more than hard surfaces. It doesn't say anything about hot tubs.)

Mr. Pringle: We don't have a problem with connector on north side having vertical siding but the dormer on the connector.

Mr. Mamula: There is a 2' separation from the dormer and the connector. It is a different plane element.

Mr. Pringle: I think how the connector is developed is creating the problem for me. I'm not sure if horizontal siding will fix it for me. (Mr. Thompson: The dormer is not part of the connector.) So if dormer is not part of connector then I think it needs to go horizontal. (Mr.

Thompson: Ms. Sutterley needs to agree with this on the floor or it won't pass with positive points.) (Ms. Sutterley: That is fine I can agree with this being horizontal.) (Mr. Thompson: Could we please add to the Conditions of Approval that the bumped out area with the double glass doors on the south elevation needs to have horizontal siding?)

Mr. Pringle made a motion to approve the point analysis for the French Investments Lot 3A Residence, PC#2013052, 112 North Ridge Street. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Mr. Pringle made a motion to approve the French Investments Lot 3A Residence, PC#2013052, 112 North Ridge Street, with the presented findings and conditions plus a new condition that the bumped out area with the double glass doors on the south elevation needs to horizontal siding. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

**COMBINED HEARINGS:**

1. Stella's Hungry Horse Vendor Cart (MGT) PC#2013090, 327 North Main Street

Mr. Thompson presented. The owner of the existing Stella's Hungry Horse large vendor cart proposed to relocate to 327 North Main Street. The move would include modifications to the exterior appearance and site upgrades including pavers, potted evergreen trees, an outdoor gas fireplace and picnic tables for customer seating.

The proposal meets the requirements of Policy 49 (Absolute) Vendor Carts. Staff believes this application warrants negative one (-1) point under Policy 33/R Energy Conservation for an outdoor gas fireplace and positive one (+1) point under Policy 18/R Parking for the use of a common driveway, for a total passing point analysis of zero (0) points.

Staff recommended approval of the point analysis for the Stella's Hungry Horse Vendor Cart, PC#2013090, 327 North Main Street. Staff also recommended approval of the Stella's Hungry Horse Vendor Cart, PC#2013090, 327 North Main Street, with the presented Findings and Conditions.

Ms. Christopher: Is the siding being attached to the trailer? (Ms. Griffith: We are going to attach it directly to the trailer, or build 4 separate sides which would attach like a skin if that is cheaper. We realize that we will need to probably move in 3 years or so because the site will be developed eventually. I don't plan on moving the cart anytime soon once it is at its new location; we are taking the wheels off and will build the wood siding all the way down to the ground. Landscaping will be done for the winter, trees in whiskey barrels and when spring rolls around will be putting it in potted plants and flowers.

Mr. Lamb opened the hearing to public comment. There was no public comment and the hearing was closed.

*Commissioner Questions / Comments:*

Mr. Mamula: Did you look at potentially giving positive points for landscaping instead of for the parking? (Mr. Thompson: The Code would require at least 8' tall evergreen trees for positive points. That did not seem realistic during winter and for a vendor cart, which will not be there permanently.) This feels stretchy, using the parking but I understand why you did it so that it would end up at zero points.

Mr. Pringle: It is a really good application of a really confusing policy.

Mr. Schroder made a motion to approve the point analysis for the Stella's Hungry Horse Vendor Cart, PC#2013090, 327 North Main Street. Ms. Christopher seconded, and the motion was approved unanimously (6-0).



Mr. Schroder made a motion to approve the Stella's Hungry Horse Vendor Cart, PC#2013090, 327 North Main Street, with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

**OTHER MATTERS:**

Ms. Puester: The Saving Places conference is February 5-7 in Denver, so if you are interested please put this on your calendar.

Mr. Grosshuesch: You probably noticed the two story hyphen connector we reviewed tonight. These are legal, but I think we need to have a work session about them and see if this is really what we want. Another one is coming. This technically complies but it doesn't really look like two separate buildings. The way it was historically is that they weren't connected at all. (The Commission agreed to put this on the list.)

Mr. Pringle: Another discussion is the 2 positive points for building a garage.

Mr. Mamula: You can't force people to use their garage and this is a problem.

**ADJOURNMENT:**

The meeting was adjourned at 8:21 p.m.

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Jim Lamb, Chair



## Scheduled Meetings, Important Dates and Events

**Shading indicates Council 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. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.*

### NOVEMBER 2013

Tuesday, November 26, 2013; 3:00/7:30 pm Second Meeting of the Month

### DECEMBER 2013

Saturday, December 7, 2013 Lighting of Breckenridge

Tuesday, December 10, 2013; 3:00/7:30 pm First Meeting of the Month

Thursday, December 13 – Sunday, December 16, 2013 Winter Dew Tour

Friday, December 13, 2013; 8:00-9:00 am; Park and Main Coffee Talk

**CANCELLED** Second Meeting of the Month

### JANUARY 2014

Sunday, January 5 – Saturday, January 11, 2013 Ullr Fest Celebration

Tuesday, January 14, 2013; 3:00/7:30 pm First Meeting of the Month

Friday, January 10, 2013; 8:00-9:00 am; TBD Coffee Talk

Tuesday, January 21 – Saturday, January 25, 2013 Budweiser International Snow Sculpture Championships

Tuesday, January 28, 2013; 3:00/7:30 pm Second Meeting of the Month

### FEBRUARY 2014

Tuesday, February 11, 2013; 3:00/7:30 pm First Meeting of the Month

Friday, February 14, 2013; 8:00-9:00 am; TBD Coffee Talk

Tuesday, February 25, 2013; 3:00/7:30 pm Second Meeting of the Month

### OTHER MEETINGS

|  |   |
|--|---|
| 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday of the Month; 7:00 p.m.                        | Planning Commission; Council Chambers                             |
| 1 <sup>st</sup> Wednesday of the Month; 4:00 p.m.  | Public Art Commission; 3 <sup>rd</sup> floor Conf Room            |
| 2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 1:30 p.m.                        | Board of County Commissioners; County                             |
| 2 <sup>nd</sup> Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon | Breckenridge Heritage Alliance                                    |
| 2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the month; 2:00 p.m.                        | Housing/Childcare Committee                                       |
| 2 <sup>nd</sup> Thursday of the Month; 5:30 p.m.   | Sanitation District   |
| 3 <sup>rd</sup> Monday of the Month; 5:30 p.m.   | BOSAC; 3 <sup>rd</sup> floor Conf Room                            |
| 3 <sup>rd</sup> Tuesday of the Month; 9:00 a.m.  | Liquor Licensing Authority; Council Chambers                      |
| 4 <sup>th</sup> Wednesday of the Month; 9:00 a.m.  | Summit Combined Housing Authority                                 |
| 4 <sup>th</sup> Wednesday of the Month; 8:30 a.m.  | Breckenridge Resort Chamber; BRC Offices                          |
| 4 <sup>th</sup> Thursday of the Month; 7:00 a.m.   | Red White and Blue; Main Fire Station                             |
| 3 <sup>rd</sup> Monday of the Month; 1:00 p.m.   | Breckenridge Marketing Advisory Committee; Breck PD Training Room |



November 20, 2013 – for Council Worksession November 26, 2013

TO: Breckenridge Town Council

FROM: Maribeth Lewis-Baker, Transit Manager & James Phelps, Asst Director Public Works

RE: Winter Transit Operations Changes for 2013-2014

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This memo is for informational purposes only. In reviewing the system utilization data and on-time performance data from the 2012-2013 ski season, the following operational changes will be in place for the 2013-2014 winter's operations plan.

Orange Route

Orange will be a Daytime route with service ending at 5:45 pm daily. Main Street would be covered in both directions by the Black PM route after 5:45.

Black PM Route

The Black PM Route starts at 5:45 pm and has been realigned to cover the gap on Main Street that the Orange Route served in the evening. The Black Route will go down Main Street before going up Ski Hill Road and then return going down Main Street in the other direction.

Yellow Route

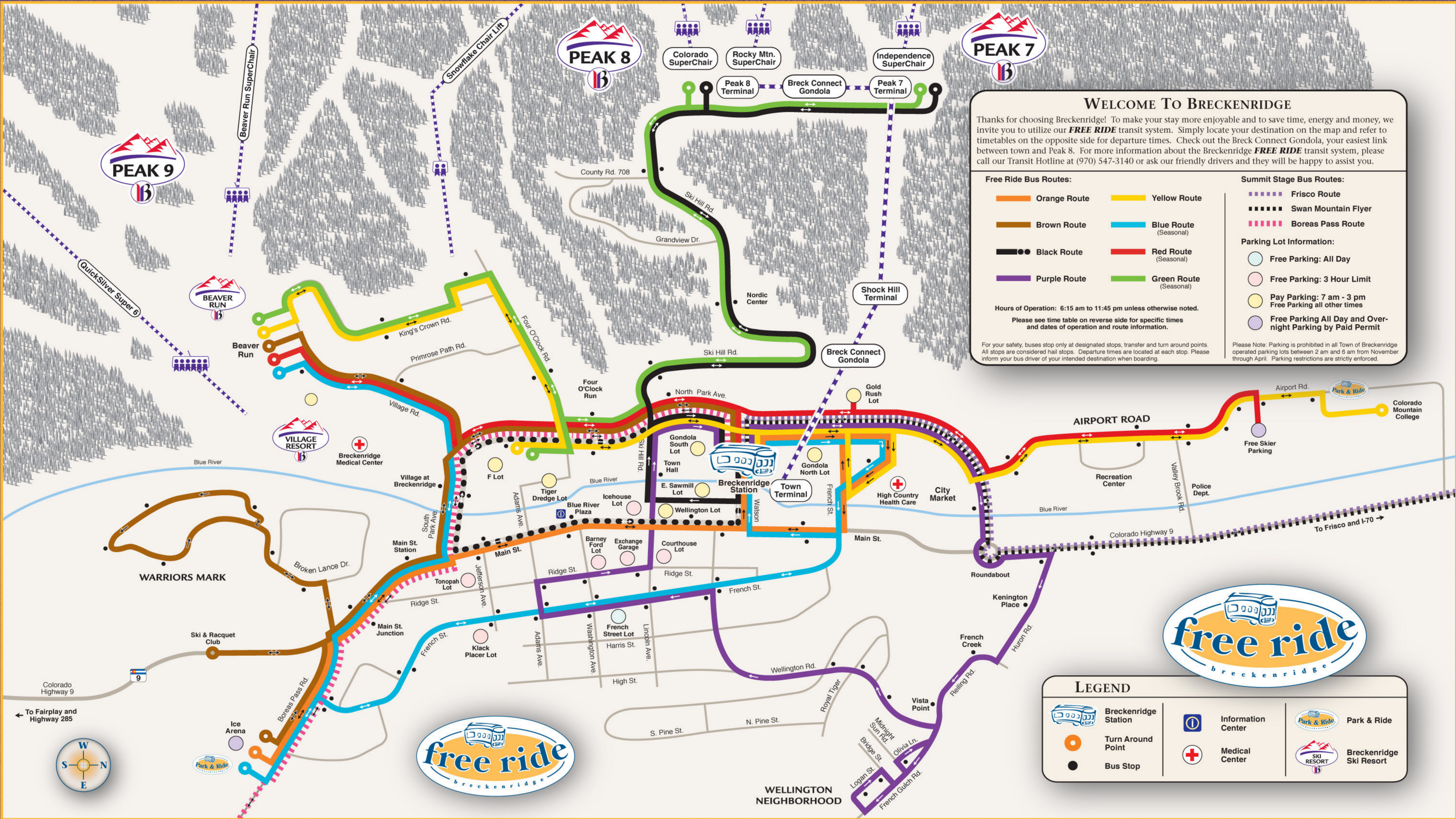
The Yellow Route and will operate on a 20-minute cycle for both the north and south sides of the route. The route will be synchronized with the Green Route timing on the south side.

Brown Route

The Brown Route will be routed to stop at the Ice Rink and the Brown #2 will operate from 8:30 am – 6:00 pm. The Brown #1 will also absorb the Ice Rink and Ski & Racquet passengers from the discontinuation of the Orange route at night. Brown #2 may be started a couple of weeks late due to recruiting issues.

Purple Route

The Purple Route will have two new temporary bus stops in the Wellington Neighborhood this winter. Leap Frog Green and Logan & Bridge have been added in the upper part of the neighborhood. In addition, the bus stop at the SW corner of French & Wellington has been moved to the NE corner of Wellington & French due to a driveway installed at the old location. The bus stop for the Blue Route has been relocated to the NW corner of French & Wellington.



### WELCOME TO BRECKENRIDGE

Thanks for choosing Breckenridge! To make your stay more enjoyable and to save time, energy and money, we invite you to utilize our **FREE RIDE** transit system. Simply locate your destination on the map and refer to timetables on the opposite side for departure times. Check out the Breck Connect Gondola, your easiest link between town and Peak 8. For more information about the Breckenridge **FREE RIDE** transit system, please call our Transit Hotline at (970) 547-3140 or ask our friendly drivers and they will be happy to assist you.

**Free Ride Bus Routes:**

- Orange Route
- Brown Route
- Black Route
- Purple Route
- Yellow Route
- Blue Route (Seasonal)
- Red Route (Seasonal)
- Green Route (Seasonal)

**Summit Stage Bus Routes:**

- Frisco Route
- Swan Mountain Flyer
- Boreas Pass Route

**Parking Lot Information:**

- Free Parking: All Day
- Free Parking: 3 Hour Limit
- Pay Parking: 7 am - 3 pm  
Free Parking all other times
- Free Parking All Day and Overnight Parking by Paid Permit

**Hours of Operation:** 6:15 am to 11:45 pm unless otherwise noted.  
Please see time table on reverse side for specific times and dates of operation and route information.

For your safety, buses stop only at designated stops, transfer and turn around points. All stops are considered hail stops. Departure times are located at each stop. Please inform your bus driver of your intended destination when boarding.

Please Note: Parking is prohibited in all Town of Breckenridge operated parking lots between 2 am and 6 am from November through April. Parking restrictions are strictly enforced.



#### LEGEND

|  |                      |  |                    |  |                         |
|--|----------------------|--|--------------------|--|-------------------------|
|  | Breckenridge Station |  | Information Center |  | Park & Ride             |
|  | Turn Around Point    |  | Medical Center     |  | Breckenridge Ski Resort |
|  | Bus Stop             |  |                    |  |                         |